

Regular Board Meeting  
Monday, December 19, 2022 6:30 PM

SPCC-Governor's Room  
600 S. 5th St.  
Saint Peter, MN 56082

## **Agenda**

- I. **Call Meeting to Order**
- II. **Pledge of Allegiance**
- III. **Consider Requests to Speak on the Agenda**
- IV. **Consideration and Adoption of the Agenda**
- V. **Truth in Taxation Presentation**
- VI. **Approval of Consent Agenda Items**
- VII. **Student Spotlight**
  - VII.1. Kolby Nixon, Saint Peter Middle School 6th grader
- VIII. **Action Items**
  - VIII.1. Consider Approval of the 2021-2022 Audit
  - VIII.2. Consider Approval of Certification of School District Levy for Taxes Payable in 2023
  - VIII.3. Consider a Resolution Establishing Combined Polling Places
  - VIII.4. Consider Approval of Second Reading of Revisions to the Policy Manual
- IX. **Information Items**
  - IX.1. First Reading of Revisions to Policy Manual
  - IX.2. Native American Parent Advisory Council (NAPAC) Update
- X. **Reports**
  - X.1. Building Principals
  - X.2. Superintendent of Schools
  - X.3. Board Members
    - X.3.a. Around the Table
- XI. **Upcoming Meetings of the School Board**
  - Business Committee
  - Monday, January 9, 2022
  - 5:00 PM
  - SPCC-Governor's Room
- XII. **Organizational Meeting**
  - Monday, January 9, 2022
  - 6:00PM
  - SPCC-Governor's Room
- XIII. **Education Committee**
  - Tuesday, January 10, 2022
  - 6:30PM
  - DO
- XIV. **MSBA Leadership Conference**
  - Thursday, January 12, 2023-
  - Friday, January 13, 2023

- XV. Policy Committee  
Wednesday, January 18, 2022  
4:00PM  
DO
- XVI. Regular Board Meeting  
Thursday, January 19, 2022  
6:30PM  
SPCC-Governor's Room
- XVII. **Adjournment**



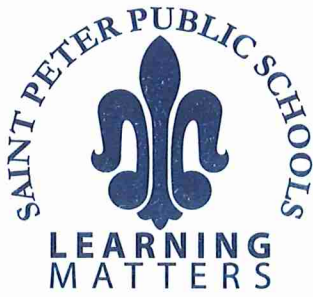
## **ADDENDUM**

### **REGULAR BOARD MEETING December 19, 2022 SPCC-Governor's Room 6:30PM**

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#### **V. TRUTH IN TAXATION PRESENTATION**

Business Manager Tim Regner will present information on the proposed tax levy for 2023. His presentation will include a levy history, a levy spreadsheet showing various levy categories, and a review of the levy page to be considered for adoption at a later point in the meeting.



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12/10/2022

To Bill Gronseth:

From Tim Regner

Levy 2022, Pay 2023, for Fiscal Year 24

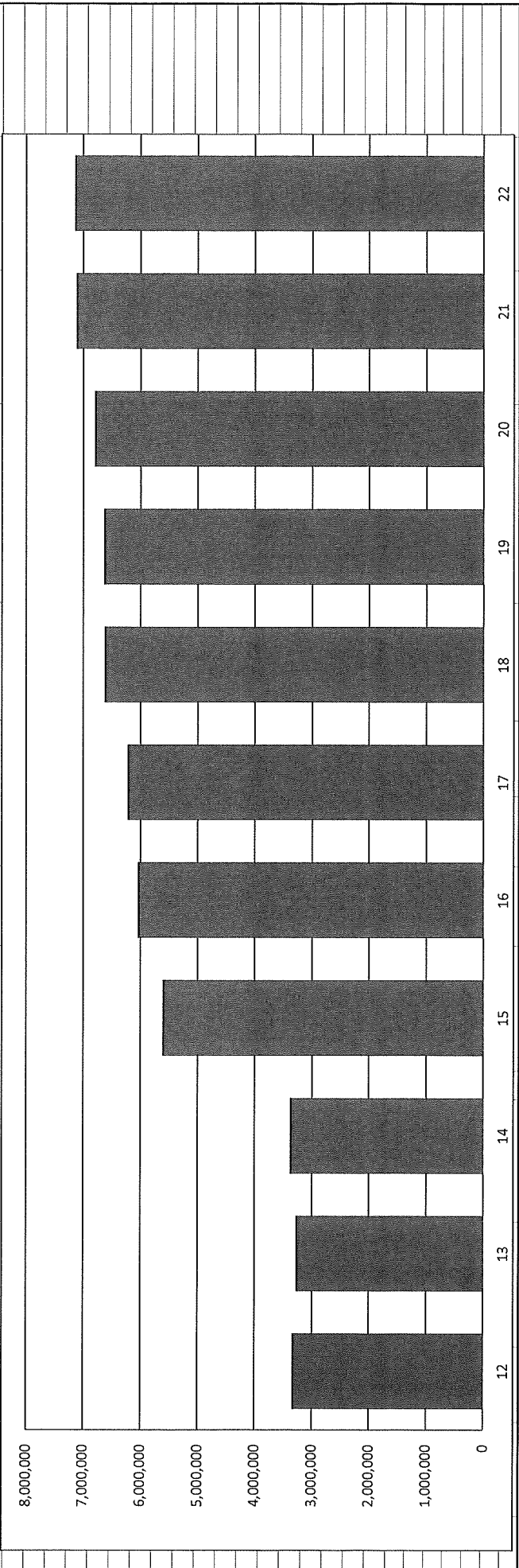
Attached is the Truth in Taxation handout to be presented to the School Board on Monday 12/19/22.

On 9/19/22 the School Board approved the Proposed Levy. The levy presented tonight changed in 1 category from the preliminary levy presented in September. The OPEB portion of the levy was adjusted downward by 40,000 after discussions with MDE.

Resulting in

Current Year Levy 22, Pay 23 FY24	\$ 7,143,023.28
Prior Year Levy 20 Pay21 FY22	\$ 7,115,818
Difference	\$ 27,205

St. Peter Public Schools Levy History		
Levy Year	Levy Amount	Dif. From Previous Year
12	3,337,320	103,440
13	3,280,305	-57,015
14	3,384,352	104,047
15	5,611,658	2,227,306
16	6,048,360	436,702
17	6,225,263	176,903
18	6,627,340	402,077
19	6,640,501	13,161
20	6,797,811	157,310
21	7,115,818	318,007
22	7,143,026	27,208



	A	B	C	D	E	F	G	H	I	J	K
1	St. Peter Public Schools			Final	Final	Final	Final	Preliminary	Final	Difference	
2	Levy 22, Pay 23, Fiscal Year 2024			Levy 18	Levy 19	Levy 20	Levy 21	levy 22	levy 22	from last	
3	12-10-2022 Final Levy Report			Pay 19	Pay 20	Pay 21	Pay 22	Pay 23	Pay 23	Yrs levy	
4				FY 20	FY 21	FY 22	FY 23	FY 24	FY 24		
5				12/01/18	12/01/19	12/01/20	11/30/21	9/9/2022	44,905		
6											
7	General Fund										
8											
9	Operating referendum (voter approved)	rmv		314,120	301,874	315,792	774,764	759,274	759,274	-15,490	
10	Op ref				0	0	0	0	0	0	
11	Local optional revenue - Tier 2	rmv		734,444	786,377	831,926	830,427	876,511	876,511	46,084	
12	LOR Tier 2 Adjustment	rmv		299,913	-5,481	-5,333	2,775	-3,271	-3,271	-6,046	
13	Local optional Tier 1 new FY21 -replace BD Tier 1				326,527	343,743	366,147	358,557	358,557	-7,590	
14	Subtotal of referendum levies			1,348,477	1,409,297	1,486,128	1,974,113	1,991,071	1,991,071	16,958	
15											
16	Equity Levy	rmv		272,879	287,522	302,126	285,323	303,163	303,163	17,840	
17	Transition Levy	rmv		43,487	46,551	48,691	49,777	51,921	51,921	2,144	
18	location equity			-3,049	-3,445	-13,006	6,766	-3,949	-3,949	-10,715	
19	Capital Project Levy	ntc		575,902	0	0	0	0	0	0	
20	Student achievement levy phased out levy 17 new levy	ntc		0	0	0	0	0	0	0	
21	Operating Capital Levy	ntc		134,927	114,660	128,028	150,301	157,661	157,661	7,360	
22	Achievement and intergration - new 2018			76,946	82,351	83,085	69,320	69,291	69,291	-29	
23	Q comp			0	200,918	217,900	189,354	194,820	194,820	5,466	
24	Reemployment Levy	ntc		1,507	1,816	21,273	17,563	50,000	50,000	32,437	
25	Safe School Levy	ntc		89,486	94,810	89,875	87,491	77,643	77,643	-9,848	
26	Career Technical	ntc		12,389	67,226	116,644	106,304	108,307	108,307	2,003	
27	Postemployment Benefits (OPEB)	ntc		265,000	350,000	310,000	310,000	310,000	270,000	-40,000	
28	Health & Safety	ntc		0	0	0	0	0	0	0	
29	Deferred Maintenance	ntc		0	0	0	0	0	0	0	
30	LTFM new 2017			433,534	503,654	435,469	401,511	356,809	356,809	-44,702	
31	Building Lease	ntc		161,283	157,000	161,097	40,925	43,287	43,287	2,362	
32	Abatement Adjustments	ntc		811	-1,431	1,947	8,384	-3,332	-3,332	-11,716	
33	Total of General Fund Categories			3,413,579	3,310,927	3,389,257	3,697,132	3,706,691	3,666,691	-30,441	
34											
35	Community Education Levy										
36	Basic Community Education	ntc		113,415	113,415	113,415	119,772	119,772	119,772	0	
37	ECFE	ntc		38,051	38,578	37,774	36,801	39,972	39,972	3,171	
38	Home Visits	ntc		679	653	764	667	757	757	90	
39	School Age Care	ntc		8,500	8,500	8,500	8,500	8,500	8,500	0	
40	Adjustments	ntc		127	-80	111	453	-87	-87	-540	
41	Community Education Total	ntc		160,782	161,066	160,564	166,193	168,913	168,913	2,720	
42											
43	Debt Service Levy										
44	Non Voter approved debt service levy	ntc		0	0	0	0	0	0	0	
45	Voter approved Bond new 2017	ntc		3,052,979	3,227,543	3,409,455	3,412,080	3,459,068	3,459,068	46,988	
46	reduction debt excess			0	-57,948	-164,072	-168,821	-151,720	-151,720	17,101	
47	Advance abate adjust				-1,087	2,607	9,234	74	74	-9,160	
48	Total Debt Service Levy	ntc		3,052,979	3,168,508	3,247,990	3,252,493	3,307,422	3,307,422	54,929	
49											
50	Levy Totals			6,627,340	6,640,501	6,797,811	7,115,818	7,183,026	7,143,026	27,208	0.38%

	A	B	C	D	E	F	G
1	Tregner/Dpeterson/budget 22-23 ADP/Budget Worksheet 22-23 FY 23 Adopted			St. Peter Public Schools			
2			22-23 to Board June 2023	2022-23			
3				Adopted Budget			
4				June 8, 2022			
5							
6			Projected Fund Balances				Projected
7			as of				Fund Balance
8	Funds		6/30/2022	Revenues	Expenditures	Transfers	6/30/2022
9							
10	General Fund unassigned Funds, 01,03, 22	*	4,840,021	29,013,420	30,346,458	600,275	4,107,258
11							
12	Assigned Gifted and Talented		13				
13	Assigned learning and development		312				
14	Nonspendable ( Prepaids )	*	11,107				11,107
15	Medical assistance -restricted						0
16	Reserved Basic Skills		6,322				6,322
17	Reserved staff Dev		3,850				
18	Assigned for severence		364,171				364,171
19	Assigned for VEBA trust		494,000		90,000	95,000	499,000
20	Assigned Bond and CSP		0				0
21	Assigned for operatin new HS		835,000			-835,000	0
22	Assigned Para		10,000				10,000
23	Assigned water mitigation		374,737				374,737
24	Assigned AAA		59,186				59,186
25	Assigned Fund the Depreciation		192,955				192,955
26	Assigned Dental reserve		78,609				78,609
27	Transfer to Food Service		0				0
28	Reserved for A & I		12,278				12,278
29	Activity Funds						
30	High School Activity Fund 30		87,009	90,000	90,000		87,009
31	North Elementary- Fund 11		26,193	50,000	50,000		26,193
32	South Elementary - Fund 12		5,754	27,500	27,500		5,754
33	M/S activity - Fund 13		11,704	20,000	20,000		11,704
34							
35	Concession - Fund 23		-3,389	55,000	55,000		-3,389
36							
37	misc scholarships		137,251				137,251
38							
39							
40	General Fund Sub Total		7,547,083	29,255,920	30,678,958	-139,725	5,984,320
41							
42							
43							
44	Capital Expenditure 01 /05						
45	Restricted for deferred maintenance/LTFM		-312,121	888,832	1,071,691		-494,980
46	Operating Cap (eq&fac)		358,388	826,088	874,668	139,725	449,533
47	Capital Fund Sub Total		46,267	1,714,920	1,946,359	139,725	-45,447
48							
49							
50	Total General Fund Total		7,593,350	30,970,840	32,625,317	0	5,938,873
51							
52							
53							
54	Food Service 02		1,044,718	2,100,479	2,091,820		1,053,377
55							
56							0
57	Community Service 04		-318,780	801,500	1,066,627		-583,907
58							
59							
60	Capital Projects Funds Regular		0	0	0		0
61	Bond Refendum		0	0	0		0
62	Total Capital Project Funds		0	0	0		0
63							
64	Debt Redemption 07		656,606	3,248,289	3,249,250		655,645
65							
66							
67							
68	Trust Fund 08		708,452	21,500	22,000		707,952
69							
70							
71	District Totals		9,684,346	37,142,608	39,055,014	0	7,771,940
72							
73							



## **ADDENDUM**

### **REGULAR BOARD MEETING December 19, 2022 SPCC-Governor's Room 6:30PM**

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#### **VI. CONSENT AGENDA**

1. Approval of the Special Board Meeting minutes of November 21, 2022.
2. Approval of the Regular Board Meeting minutes of November 21, 2022.
3. Approval of the Study Session Meeting minutes of December 5, 2022.
4. Approval of Bills (\$1,966,004.78) and Wire Transfers (\$3,677,753.08) for November 2022.
5. Gifts and Donations
6. Contracts
  - a. The approval of Solar Energy System Installation Contracts with SolarPod at Saint Peter Middle School and Saint Peter High School.
  - b. The approval of a contract for a part-time School Nurse (Delores Griffith) with Saint Peter Public schools beginning January 3, 2023.
7. Personnel
  - a. The approval of a FMLA request for a teacher (Robyn Woods) at South Elementary from November 28, 2022 through December 21, 2022.
  - b. The approval of the hiring of a Saints Overtime Assistant (Rowan Thom) with Saint Peter Community & Family Education. This is a replacement position.
  - c. The approval of the hiring of a Special Education Paraprofessional (Tom Wolfe) at Rock Bend ALC. This is a replacement position.
  - d. The approval of the hiring of an attendance clerk (Maria Figueroa) at Saint Peter High School. This is a replacement position.

- e. The acceptance of the resignation of a paraprofessional (Jamie Willis) at Rock Bend ALC effective December 20, 2022.
- f. The approval of the hiring of a long-term teaching substitute (Rachel Rehnel) for the duration of a maternity leave.
- g. The approval of the hiring of an MSU, Mankato Substitute Teaching K-4 Intern (Jessi Jo Johnson) to work at both North and South Elementaries.
- h. The acceptance of the resignation of a paraprofessional (Katy Larson) at North Elementary effective December 12, 2022.
- i. The approval of the hiring of an evening custodian (Nicole Otero) to work in the Early Childhood wing effective December 16, 2022.
- j. The approval of the hiring of a MSU, Mankato Substitute Teaching Intern (Taryn Bellinger) to work at Saint Peter Middle School.
- k. The approval of a Maternity Leave Request for a Special Education Case Facilitator (Heather Sather) from the date of her baby's birth until May 5, 2023.
- l. The acceptance of the resignation of a Student Success Coach Paraprofessional (Taylor Perrin) at North Elementary School beginning January 2, 2023.
- m. The approval of the hiring of an ELL teacher (Andrew Smith) at Saint Peter Middle School for the remainder of the 2022-2023 school year. This is a replacement position.

# **THE MINUTES OF THE MEETING HAVE NOT BEEN APPROVED**

## **Minutes of Special Board Meeting**

### **The School Board**

### **Saint Peter Public Schools**

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Members Present: Drew Dixon, Tim Lokensgard, Ben Leonard, Kate Martens, Charlie Potts, Tracy Stuewe & Bill Kautt.

Principals: Jana Sykora

Administrative Team Mambers: Tim Regner, Tammi Skinner

Others present: Superintendent Bill Gronseth, Administrative Assistant Sarah Janovsky Pat Overom and Ziemer from ICS.

A Special Board Meeting of the School Board of Saint Peter Public Schools was held Monday, November 21, 2022, beginning at 4:30 PM in the SPCC-Traverse des Sioux Room #102.

- I. **Call Meeting to Order**-4:30PM, Leonard
- II. **Consideration and Adoption of the Agenda**-(Potts/Dixon, unanimous)
- III. **Close Meeting to Consider the Purchase of Real Property**-  
(Kautt/Lokensgard, unanimous)
- IV. **Open meeting**-(Martens/Stuewe, unanimous)
- V. **Continue Exploring Opportunities too Add Space**-(Kautt/Lokensgard, unanimous)
- VI. **Adjournment**-5:44pm (Lokensgard/Martens, unanimous)

Dated: 12.15.22

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Charlie Potts, Board Clerk

# **THE MINUTES OF THE MEETING HAVE NOT BEEN APPROVED**

## **Minutes of Regular Board Meeting**

### **The School Board**

### **Saint Peter Public Schools**

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Members Present: Drew Dixon, Tim Lokensgard, Ben Leonard, Kate Martens, Charlie Potts, Tracy Stuewe & Bill Kautt

Principals: Darin Doherty, Doreen Oelke & Jana Sykora

Administrative Team members: Tim Regner & Tami Skinner

Others present: Superintendent Bill Gronseth, Administrative Assistant Sarah Janovsky and members of the public

A Regular Board Meeting of the School Board of Saint Peter Public Schools was held Monday, November 21, 2022, beginning at 6:30 PM in the SPCC-Governor's Room.

**I. Call Meeting to Order**-6:30 PM, Leonard

**II. Pledge of Allegiance**

**III. Consideration and Adoption of the Agenda**-(Stuewe/Lokensgard, unanimous)  
The NAPAC Update will be tabled to a future meeting.

**IV. Consider Requests to Speak on the Agenda**

**V. Approval of Consent Agenda Items**-(Lokensgard/Dixon, unanimous)

1. Approval of the Regular Board Meeting minutes of October 17, 2022.
2. Approval of the Study Session minutes of October 24, 2022.
3. Approval of the Special Board Meeting minutes of November 15, 2022.
4. Approval of Bills (\$1,958,028.12) and Wire Transfers (\$3,508,498.05) for October 2022.
5. Gifts and Donations
  - a. The acceptance of a \$100 donation from Kennard and Patsy Rossow to go toward the North Elementary Snack Cart program.
  - b. The acceptance of a \$650 donation raised by Tavish and Maggie Satrom to go toward the Darren Johnson Memorial Project at North Elementary.
6. Personnel
  - a. The acceptance of reassignment of a .50 FTE Title 1 math intervention teacher (Ethan Sindelir) to a second-grade home room teacher for the remainder of the 2022-2023 school year.
  - b. The approval of the hiring of a paraprofessional (Beverly Pillers) at Saint Peter Middle School beginning October 26, 2022.

- c. The approval of a FMLA request for a first-grade teacher (Karissa Minks) from January 2, 2023 until March 21, 2023.
- d. The approval of the hiring of a paraprofessional (Hal Overgaard) at North Elementary beginning November 1, 2022.
- e. The approval of the hiring of a Saints Overtime Assistant (Kaelyn LoBalbo) with Saint Peter Community & Family Education.
- f. The approval of the hiring of a Saints Overtime Assistant (Marina Hinz) with Saint Peter Community & Family Education.
- g. The approval of the hiring of a Saints Overtime Assistant (Amira Mallet) with Saint Peter Community & Family Education.
- h. The acceptance of the resignation of a food service employee (Debra Hinkier) at Saint Peter Public Schools effective November 1, 2022.
- i. The acceptance of the resignation of a food service employee (Dianne Todem) at Saint Peter Public Schools effective November 1, 2022.
- j. The acceptance of the resignation of a part-time paraprofessional (Tasha Timmerman) at Saint Peter Middle School effective October 28, 2022.
- k. The acceptance of the resignation of a Saints Overtime Assistant (Heidi Christensen) at Saint Peter Community & Family Education effective October 25, 2022.
- l. The approval of the hiring of a .50 FTE math intervention teacher (Marilyn Steffen) at North Elementary beginning November 15, 2022.
- m. The acceptance of the resignation of a part-time housekeeper (Carl Gessner) at North Elementary effective October 31, 2022.
- n. The approval of the hiring of a special education intervener paraprofessional (Jessica Shane) at South Elementary beginning November 1, 2022.
- o. The approval of a maternity leave request for a SPMS special education teacher (Annemarie Clemenson) from February 17, 2023, through April 17, 2023.
- p. The approval of the hiring of a Cook/Dishwasher (Aaron Cassidy) at Saint Peter Middle School beginning November 14, 2022.
- q. The approval to designate information/technology equipment obsolete in order to remove it from district inventory and properly recycle or dispose of it.

## **VI. Student Spotlight**

### **1. Ben Borslien & Bergen Carter-South Elementary 1st Graders**

Ben and Bergen are both September Principals List students. The Principals List is a new program where South staff nominate students who are consistently displaying Star Pride in their actions. Ben is a first grader at South and enjoys the Imagination Stations at school and playing outside at home, specifically "Night at the Museum". Bergen is also a first grader and likes to read and play with her friends in her classroom at home she likes to play in her room with duplos.

## **VII. Action Items**

1. Consider Approval of Second/Final Reading of Revisions to the Policy Manual-(Potts/Martens, unanimous)
2. Consider Approval of World's Best Workforce Report for 2021-2022-(Martens/Stuewe, unanimous)
3. Combined Polling Places- motion to table (Lokensgard/Martens, unanimous)

#### **VIII. Information Items**

1. Native American Parent Advisory Committee Update-This will be given at a future meeting.
2. First Reading of Revisions to Policy Manual-Three policies were reviewed. Much of material in the existing policies are noted in other approved policies, these are recommended for deletion. The three policies will reviewed for a second time at the December meeting.
3. Facility Use Fees-The school board reviewed the fee structure that accompanies Policy 908-Use of School District Facilities and Equipment.
4. Community and Family Education Report and Profile-Tami Skinner reviewed the report with the school board. She noted many highlights from the year.

#### **IX. Reports**

1. Building Principals

Mrs. Sykora (ALC)

- The second session on night school has begun with 31 students, session three will begin after winter break
- Rock Bend-A group of students attended the Construct Tomorrow event in Mankato-focusing on construction trade professions
- Minnesota History presentations will occur after Thanksgiving break

Mr. Doherty (North Elementary)

- 6<sup>th</sup> Annual North Clothes Closet last weekend served well over 200 people
- The Giving Tree project is happening at North-needed items are listed in the entry hallway
- 4<sup>th</sup> Graders have an opportunity to create the the cover art for their year books; Beatice Combs (front) and Azri Alas (back) are the winners
- Scholastic Book fair happened during conferences
- Wednesday will be Turkey BINGO at North

Mrs. Oelke (South Elementary)

- Conferences are completed
- Cultural Trunk from NAPAC was an incredible experience for South Students
- The Shrek cast came to visit South last week, the students were thrilled!
- 380 Hearing and Vision Screenings were completed last week by volunteers

2. Superintendent of Schools-Mr. Gronseth offered his sympathies to the family of Emily Kracht. The HS Shrek performance was incredible. Winter activities have all begun. Influenza is going around, please be aware of symptoms. Thanksgiving break is this week please take some time to relax and refuel.
3. Board Members
  - a. Around the Table  
Bill Kautt-Attended Saints Café and appreciated the Shrek performance  
Drew Dixon-Shrek was fantastic

#### **X. Upcoming Meetings of the School Board**

Policy Committee  
Wednesday, November 30, 2022  
4:00PM  
DO

Study Session  
Monday, December 5, 2022  
6:30PM  
SPMS-Media Center

Education Committee  
Tuesday, December 13, 2022  
1:00PM  
DO

Business Committee  
Wednesday, December 14, 2022  
4:00PM  
DO

**XI. Adjournment-7:26 PM (Stuewe/Kautt, uananimous)**

Dated: 12.19.2022

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Charlie Potts, Board Clerk

# **THE MINUTES OF THE MEETING HAVE NOT BEEN APPROVED**

## **Minutes of Study Session**

### **The School Board**

### **Saint Peter Public Schools**

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Members Present: Drew Dixon, Tim Lokensgard, Kate Martens, Tracy Stuewe, Charlie Potts & Bill Kautt.

Principals: Annette Engeldinger, Darin Doherty, Doreen Oelke, Ytve Prafke & Jana Sykora

Administrative Team members: Tim Regner, Ayan Musse, Sharon Petersen, Tami Skinner, Gus Sorbo, & Heather Deshayes

Others present: Superintendent Bill Gronseth, Administrative Assistant Sarah Janovsky

A Study Session of the School Board of Saint Peter Public Schools was held Monday, December 5, 2022, beginning at 6:30 PM in the Saint Peter Middle School-Media Center.

**I. Call Meeting to Order**-Dixon, 6:30PM

**II. Consideration and Adoption of the Agenda**-(Lokensgard/Potts, unanimous)

**III. Action Plan Progress Review**-Superintendent Gronseth and Administrative Team members reviewed each action plan item with detailed information on the progress toward each goal.

#### **IV. Upcoming Meetings of the School Board**

Education Committee  
Tuesday, December 13, 2022  
1:00PM  
DO

Business Committee  
Wednesday, December 14, 2022  
4:00PM  
DO

Regular Board Meeting  
Monday, December 19, 2022  
6:30PM  
SPCC-Governor's Room

V. **Adjournment**-7:50PM (Potts/Lokesngard, unanimous)

Dated: December 19, 2022

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Charlie Potts, Board Clerk



**DISTRICT OFFICE**  
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507-934-2805 (Fax)  
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Date: 12/12/2022  
To: Dr. Bill Gronseth - Superintendent  
From: Bee Ong - Finance Accountant  
Re: **Monthly Construction Bills, Board Bills,  
Payroll & Student Activity Amounts:**

November 2022 - Board Bills	\$869,272.50
November 2022 - Payroll Account	\$1,058,252.14
November 2022 - Student Activity	\$38,480.14
	<hr/>
	\$1,966,004.78

St. Peter Public Schools  
Wire Transfer Report

Nov-22

MSDLAF to USBank		0.00 (Feb/Aug bond pymt)
MSDLAF to FNB payroll account ACH	11/15/2022	575,000.00
MSDLAF to FNB payroll account ACH	11/30/2022	480,000.00
MSDLAF-Max to FNB BO	11/1/2022	515,000.00
MSDLAF-Max to FNB BO	11/14/2022	400,000.00
MSDLAF-Max to FNB BO	11/25/2022	510,000.00
MSDLAF to CCF	11/17/2022	250,000.00
FNB-BO to BCBS - medicare health	11/22/22	15,514.00
Wire of federal payroll taxes	11/15/2022	167,132.30
Wire of federal payroll taxes	11/16/2022	49.40
Wire of federal payroll taxes	11/30/2022	171,386.12
Wire of state payroll taxes	11/1/2022	478.36
Wire of state payroll taxes	11/1/2022	30,468.85
Wire of state payroll taxes	11/16/2022	28,319.16
Wire of state payroll taxes	11/17/2022	7.24
PERA payments	11/4/2022	25,916.65
PERA payments	11/21/2022	23,998.02
TRA payments	11/4/2022	92,326.00
TRA payments	11/21/2022	89,923.79
Horace Mann	11/4/2022	2,134.00
Horace Mann	11/21/2022	2,134.00
Ameriprise/NBSGroup Bill	11/1/2022	1,600.00
Ameriprise/NBSGroup Bill	11/15/2022	1,600.00
Medsurety	November	16,203.49
Matrix Trust	11/15/2022	510.07
Colonial Life	11/14/2022	447.39
Colonial Life	11/14/2022	7,611.21
Pioneer - Dental direct debits	11/7/2022	3,899.54
Pioneer - Dental direct debits	11/15/2022	2,493.99
Pioneer - Dental direct debits	11/21/2022	3,978.70
Pioneer - Dental direct debits	11/22/2022	1,644.50
Pioneer - Dental direct debits	11/29/2022	3,160.83
CCF - BCBS debits	11/3/2022	71,650.82
CCF - BCBS debits	11/10/2022	82,203.02
CCF - BCBS debits	11/17/2022	49,841.65
CCF - BCBS debits	11/25/2022	51,070.03
Electronic Deposit Fees - Merch Billing	11/7/2022	39.95
Wire transfer free - DH	11/14/2022	10.00
	Total Wires	3,677,753.08

# SolarPod

2915 133<sup>rd</sup> Street West, Shakopee MN 55379

Tel: 763-489-1595

www.solarpod.com

## SOLAR ENERGY SYSTEM INSTALLATION CONTRACT

This Agreement made and entered into this 05 day of Dec, 2022, between MOULI ENGINEERING, INC D/B/A SolarPod, 2915 133rd Street West, Shakopee MN 55379 ("Solar Pod"), and St. Peter Public Schools 100 Lincoln Drive, Saint Peter, MN 56082 ("Client").

<b><u>Project: St. Peter Middle School</u></b>	
Installation Address	100 Lincoln Dr,
City, State Zip	St Peter, MN 56082
Contact	Sharon Petersen
Phone	507-934-5703 ext. 1032
Email	

1. Client hereby agrees to purchase, and SolarPod agrees to install, a solar energy system at the Installation Address, per the below specifications.
2. This contract covers solar projects at St. Peter High School.
3. System Specifications for each project:

**St. Peter Middle School**  
**Installation Cost**

Qty	Type & Spec	Total
1	51 kW DC Solar System	
1	UL Listed and Grid Connected Inverter	
1	SolarPod's exclusive patented no-penetration racking	
1	Design, Permits, Utility Agreements & Installation	
<b>TOTAL CONTRACT PRICE</b>		<b>\$146,200.00</b>
<b>Operation and Maintenance (Year 2 thru Year 6) cost each year.</b> Year 1 there is no maintenance cost to the school. Year 1 starts when the system is commissioned by the utility.		<b>\$5,850.00</b>
<b>Removal &amp; Recycling (cost based on 2022 pricing)</b> end of life pricing will be adjusted based on actual inflation between installation year and removal year. The inflation rate will not be less than 2.5% each year. The Z Lite is made of 99% recyclable materials. Only 1% of the Z Lite materials will go to landfill.		<b>\$100 per module</b>
<b>Inverter warranty is 10 years</b> (estimated replacement cost includes labor after year 10)		<b>\$10,500</b>
<b>Annual Energy Savings</b> present cost of electricity \$0.075/kWh increasing at 3% annual inflation.		<b>\$4,165</b>
<b>Savings over 40 years</b> (estimated life of system) with annual inflation of 3%		<b>\$314,000</b>

4. Project will be scheduled upon receipt of signed contract and down payment. Install date will vary depending on component availability, permit and utility approval, weather, and prior scheduled installations.
5. Payment terms:
  - a. \$1,000 due upon signing
  - b. 5% down payment due within 30 days of signing (less \$1,000 paid at signing).  
NOTE: Client can protect against supply chain price volatility by locking components cost here:  
**Price lock option:** Client initial here: SG and increase the down payment to 35%.
  - c. 60% due when utility provides permit (30% if price lock option exercised above).
  - d. 35% due when installation is complete.
  - e. 100% due as invoiced for additional work per the below terms and conditions.

### Terms and Conditions

1. **CLIENT AND OWNER.** By signing this agreement Client certifies that Client owns the property to be improved or is the legally authorized agent of the owner. If Client is not the owner, Client will provide SolarPod with the name and address of the owner concurrent to signing this agreement, and identify their role in relation to the owner.
2. **PRICE VOLATILITY.** Client hereby acknowledges that the components of the installation are subject to supply chain and price volatility. If component prices increase between the time contract is signed and the time components are ordered for the job, or if component availability necessitates switching to a different component at a higher price, SolarPod will notify Client of the price differential and the Parties agree that the total contract price will be adjusted by the additional amount, without markup, which additional amount Client agrees to pay.
3. **LOCKING THE PRICE.** Alternatively to the above payment schedule, Client may choose to lock in component pricing and availability **at the time the contract is signed** by indicating this preference above with their initials and by an initial down payment equal to 35% of the total contract price.
4. **PROVISION.** SolarPod will provide labor and equipment for the above-described installation for the stated amount, and will proceed without delay from start to finish whenever possible, weather permitting.
5. **SCHEDULING.** SolarPod will schedule the installation and procure materials on behalf of Client upon receipt of a signed copy of this contract and the requested down payment. Down payments are non-refundable and will be applied against the account in the final settlement.
6. **SCOPE.** SolarPod assumes no liability to perform any work not specifically stated in the contract. Labor or material which is not expressly stated in the above description will be provided for an extra charge. SolarPod will inform Client of the nature of extra charges before performing the extra work.
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8. **INSURANCE.** SolarPod will carry public liability and workers compensation insurance coverage on the job to the limits and as required by law, and upon request will have its agents provide a certificate of said coverage to Client.
9. **INTERIOR PROTECTION.** The installation process involves crews walking on the roof, and this may occasionally result in dust and/or debris falling into the building. Client acknowledges that this is beyond SolarPod's control, and assumes responsibility to protect or remove contents prior to the commencement of work. The process can also create occasional impacts and vibrations. Interior finishes and fixtures (particularly on older buildings) that may not be well attached could become dislodged or damaged due to these activities. It is the Client's responsibility to secure these items and inform SolarPod of any potentially sensitive areas. SolarPod is not responsible for any cracks or nail pops that may occur in ceilings or other finishes inside the building as a result of the installation.
10. **EXTERIOR PROTECTION.** SolarPod will take reasonable precautions to keep damage to the lawn, driveway, sidewalks, patios, decks and surrounding landscape to a minimum. Client will inform SolarPod of soft or otherwise sensitive areas such as the location of septic systems, wells and water lines, in advance. SolarPod is not responsible for any ruts, depressions, oil drips or other minor damage to lawns, driveways and surrounding areas that may result from the construction traffic and equipment.

11. **ACCESS.** Client agrees to provide water, electricity, lavatories, building access, and storage as deemed necessary by SolarPod for smooth operations. Arrangements for access to locked buildings will be made at time of scheduling.
12. **PAYMENT.** Client will pay the full stated price upon issuance of an invoice by Solar Pod. Payment will be made in installments during the job as identified above. SolarPod may suspend or cancel its performance obligations under this contract without foregoing any of its other rights under this agreement if payment is not made in a timely manner.
13. **COLLECTION.** Client agrees to pay SolarPod a finance charge of 1.5% per month or portion thereof, not to exceed the maximum legal rate, on any amount not paid within ten days after an invoice is issued by Solar Pod. Client agrees to pay all reasonable attorneys fees and costs and disbursements incurred as a result of Client's failure to pay invoices in a timely manner, including reasonable collection fees, court filing fees, fees and costs incurred in filing and foreclosing a Mechanic's lien, or otherwise instituting a suit or collection action against Client for payment of monies due and owing, as well as additional post-judgement interest, costs and reasonable attorney and collection fees.
14. **CLIENT'S FAILURE TO PERFORM.** Client agrees to reimburse SolarPod and pay liquidated damages for losses caused by failure of Client to perform under the terms of this agreement.
15. **FORCE MAJEURE.** SolarPod shall not be liable to Client if the fulfillment of any of the terms of this agreement are delayed or prevented by riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, inclement or cold weather, pandemics, supply chain issues, or the existence of any other circumstance making performance commercially impracticable or by any other cause not within the control of SolarPod with which, by the exercise of reasonable diligence, SolarPod is unable to prevent. Client's obligation to make payments due under this agreement shall not be excused or delayed for any reason, including the foregoing.
16. **ASBESTOS.** Client is responsible to determine that no asbestos-containing materials will be disturbed because of this installation. Asbestos could be present in the roof system, fire-proofing of the roof deck, pipe coverings or ceiling tiles. Any necessary asbestos testing and/or abatement would result in additional costs, which Client hereby agrees to pay.
17. **DISPOSAL.** Client assumes responsibility for disposal of waste generated by the performance of this job unless expressly contracted for by Solar Pod.
18. **ENTIRE AGREEMENT.** This agreement represents the entire agreement between the parties and all oral agreements made prior to or concurrently with the execution of this agreement, shall be merged into the agreement. Except as otherwise herein provided, no modification or cancellation of this agreement shall be effective unless in writing and signed by the Parties hereto.
19. **WARRANTIES CONTINGENT.** All warranties are subject to and contingent upon payment in full of all amounts as set forth in the proposal. SolarPod warrants Labor and Workmanship for one year from the date of completion. Claims will be limited to issues directly caused by a SolarPod installation deficiency. Manufacturer's warranties will be passed through and assigned to Client. Client waives all claims against SolarPod for consequential damages arising out of, or relating to this contract. This waiver of damages includes damages incurred by Client for rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this contract.
20. **DISCLAIMER OF WARRANTIES.** SolarPod makes no representations or warranties, express or implied, regarding the energy collection, output or operational efficiency derived or to be derived from the Equipment installed by SolarPod. SOLARPOD'S WARRANTIES ARE SOLELY LIMITED TO THE INSTALLATION OF THE EQUIPMENT AND SOLARPOD EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY FOR THE MEANS, METHODS OR RESULTS (INCLUDING WITHOUT LIMITATION THE OPERATIONAL EFFICIENCY AND FUNCTIONALITY) REGARDING THE DESIGN, MANUFACTURE, OR FABRICATION OF THE EQUIPMENT FOR ITS SPECIFIED INTENDED USAGE AND APPLICATION. SOLARPOD CANNOT PROMISE TOTAL UNINTERRUPTED OR ERROR-FREE OPERATION OF THE EQUIPMENT AND DOES NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON ITS BEHALF. ALL IMPLIED WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND, BEYOND SOLARPOD'S AND MANUFACTURER'S EXPRESS WARRANTIES, THE GOODS BEING SOLD AND INSTALLED ARE ON AN "AS IS" OR "WITHOUT FAULTS" BASIS. SUBJECT TO SOLARPOD AND MANUFACTURER WARRANTIES, CLIENT ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT AND IF THE EQUIPMENT PROVES DEFECTIVE SUBSEQUENT TO PURCHASE, THE CLIENT, NOT SOLAR

POD, SHALL ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICE OR REPAIR SHOULD THE SERVICE OR REPAIR OCCUR BEYOND MANUFACTURER WARRANTY PERIOD.

**SolarPod** will warrant the equipment and labor for a full year once the system is commissioned for any parts and labor. After the first year, the maintenance cost shall be 5,200 per year. This maintenance will cover bumper to bumper for the first 5 years. The client agrees to this maintenance charges. The client will be invoiced for this once every quarter during the year. After 5 years, the maintenance charges will be labor and materials based generally acceptable labor and overhead rates after 5 years. This O&M does not cover acts of God, vandalism, and breakdown outside of serviceable wear and tear. *Client initial here: EG*

21. **ADDITIONAL WORK.** All material is to be as specified. All work to be completed in a workmanlike manner according to standard industry practices. Any alterations or deviation from the above described scope and specifications involving extra costs will be executed with the agreement of both SolarPod and Client and will become an extra charge over and above the original contract amount. Repairs to deteriorated roof decking, rafters, trim or similar roof components, or the performance of additional repairs due to unforeseen conditions or hidden layers of roofing are considered additional work.
22. **LIMITATIONS AND DISCLAIMER REGARDING OUTPUT.** The Equipment generates electricity by converting sunlight into electricity, so the Equipment cannot be expected to generate electricity when the sun is not available, or if there are climatic conditions such as cloud or dust coverage that interfere with solar irradiance, or if local objects fall on top of or shade the Equipment. In addition, soil build up may also degrade the Equipment's ability to generate electricity. SolarPod cannot guarantee operation of the Equipment where damage or loss has been caused by any factors that occur after installation. If requested by Client, maintenance will be provided at an additional charge as soon as possible to restore the Equipment to its original operating condition. SolarPod shall not be liable under any circumstances for limitations, depletion, interruptions, disruptions or fluctuations in the energy collection to or output from the solar panels or Equipment caused by occurrences beyond the control of SolarPod and not specifically emanating from SolarPod's installation services, which said occurrences may include, without limitation, manufacturing defects; design specifications of the Equipment; pre-existing conditions of the roof impeding the Equipment; sunlight depletion, blockage or limitations; unintended or increased shading within or near the vicinity; weather-related impacts; Client or third party tampering of the Equipment, including walking on the Equipment, attempts to reposition, re-calibrate or reorient the Equipment; lightning; static electricity; temperature cycling and/or fluctuation; the collection on or near the Equipment of dust, leaves or other debris; hail damage; water damage; or impacts to the Equipment caused by events beyond the control or foreseeability of Solar Pod, such as, but not limited to, issues arising from plumbing, mechanical or electrical interfaces with the Equipment or Equipment malfunctions due to manufacturing defects or deficiencies.
23. **PERFORMANCE DECLINE.** Client acknowledges and understands that system performance may decline over time as a natural and normal part of operation, per the manufacturer's equipment specification data for system specific performance. If Client notices significant equipment degradation beyond such specifications, Client may notify SolarPod so SolarPod can determine whether repair, replacement, refurbishment or re-calibration of the Equipment is necessary. Any such services will result in additional charges to Client, if beyond the Manufacturer's warranty period. System performance is based on 30-year trends in climatic or other relevant and applicable information derived from the NREL (National Renewable Energy Laboratories) for the Client's location. Client acknowledges that, for any given year, the insolation may be lesser or greater than reported averages resulting in lesser or greater system outputs for which SolarPod is not responsible.
24. **DATA AND PHOTO USE.** Client acknowledges and agrees that SolarPod shall have the right to access, collect, review and disseminate data produced and collected by the Equipment, provided Client has chosen to establish the connection between the inverter and monitoring devices for the purposes of monitoring as set forth above. Client hereby grants SolarPod a non-exclusive, non-transferable, royalty-free license to access and use data produced and collected by the Equipment as well as photographic and/or video documentation of the system for maintenance and marketing purposes, including, but not limited to, proposing changes, repairs and/or refurbishments to the Equipment for Client or in connection with the sale or marketing of solar equipment to other prospective clients. In no event, however, shall SolarPod use or disseminate confidential and personally identifiable information related to Client, including Client's name and contact information, without first receiving the written consent of Client.
25. **COMMISSIONING.** Upon completion of the installation, SolarPod will arrange for inspection of the system by the municipal inspector and/or inspection by the electric utility. Upon successful completion of these inspections, the installed equipment will be turned on for operation. SolarPod has no control over the scheduling of these inspections. Client will provide access to the property for inspection or evaluation by local, state or federal agencies as needed for permitting, certification and/or inspection. Once commissioned, certain solar energy equipment

systems will be enabled to "net-meter" (i.e., to produce more electricity than that which is being consumed, with the excess electricity transferred to the utility grid for a credit). When consumption exceeds the PV system's production, electricity will be drawn from the grid.

26. **OPERATING, MAINTENANCE, AND MONITORING.** During the warranty period, Client will maintain the Equipment in operational condition exclusively use SolarPod or its agents to perform such maintenance. Client will make its property accessible and the Equipment available to SolarPod for maintenance and inspection at any reasonable time. In the event repairs and maintenance become necessary and fall outside SolarPod's warranty, additional costs will apply. If SolarPod's performance of any obligation hereunder is delayed due to reasons beyond SolarPod's control, the time for performance of such obligation will be postponed for a period equal to the number of days of such delay. In no event will SolarPod be liable for any damages resulting from any delay in the delivery or repair of the Equipment or any delay in the performance of any maintenance outside of SolarPod's control.
27. **ENGINEERING, PROCUREMENT, AND CONSTRUCTION.** SolarPod shall not have any obligation with regard to the design, manufacture, or fabrication of the Equipment. SolarPod's sole obligation will be to procure the Equipment and necessary permissions, and install the Equipment as specified on the face of this Proposal, provided that (i) Client is present and available for the initial site review, (ii) the installation address for the Equipment meets all suitability requirements to substantiate good performance conditions for the Equipment; (iii) all licenses, permits, and permissions are obtained; (iv) Client makes the property accessible for the construction of the Equipment; and (v) Client is present and available for the final inspection and commissioning of the Equipment.
28. **PERMISSIONS.** SolarPod will procure any license, permit or permission from any governmental or regulatory agency necessary for the operation of the Equipment by Client. Client will assist SolarPod in whatever manner necessary to obtain such license, permit or permission. Such licenses, permits and permissions include, but are not limited to, building permits, electrical permits, utility interconnection agreements, structural evaluations, mortgage letters of acknowledgment, and UCC security interests. If there are costs for additional licenses, permits or permissions other than those listed above, including but not limited to permits related to wetlands, conservation, historical districts, condominium or townhouse associations, or the like, such costs will be borne by Client. Should SolarPod be unsuccessful in obtaining all prerequisite licenses, permits, permissions, agreements and/or acknowledgments, SolarPod and Client will sign a cancellation of contract and the down payment will be returned to Client less SolarPod's documented expenses for engineering, design, and permissions.
29. **SUITABILITY.** Structural upgrades or reinforcement of the rafters (if any are required as determined by an engineer or by the local building department) to accommodate the Equipment is not included in SolarPod's scope of work unless specifically stated in this Proposal. If such reinforcement is required, such services will result in additional charges to Client.
30. **GOVERNING LAW.** This agreement will be interpreted, enforced and governed by and under the laws of Minnesota, except to the extent preempted by Federal law.
31. **ARBITRATION.** The Parties agree to submit to binding arbitration under the terms of the American Arbitration Association for resolution of any disputes regarding the performance of any of the terms and conditions contained herein, with the costs of arbitration being apportioned in the final judgement.
32. **CANCELLATION.** Client may cancel this contract without penalty or obligation by delivering written notice of such cancellation within three business days from the date of this agreement. After that time, this contract can only be cancelled in a writing signed by both Parties under the specific terms and conditions described herein.
33. **UTILITY UPGRADES.** Utilities may add costs for transformer upgrades to the grid after solar application to the utility has been submitted. Such utility charges will be transferred to Client at no additional markup. Utilities are typically unable to calculate transformer upgrade costs until after the application has been submitted to them.
34. **NOTICE OF MECHANICS LIEN RIGHTS.**
  - (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
  - (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

<p><b>Solar Pod</b>  Name: Mouli Engineering  Inc. d/b/a Solar Pod  By: <u>V. Chand</u>  Title: <u>President</u>  Date: <u>Nov 30, 2022</u></p>	<p><b>Client</b>  Name: <u>St. Peter Public Schools</u>  Signature Superintendent: <u>Bill Gronseth</u>  Operations &amp; Maintenance Supervisor: <u>Bill Gronseth</u>  Relationship to owner: _____  Date: <u>Dec 5, 2022</u></p>
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**St. Peter Public Schools – Estimated Cash Flows (St. Peter Middle School)**

Capex\$	\$146,200		Installed \$	\$2.87	\$		
TaxCredit\$ (30%)	\$0		DC Power	51000	W		
Investment\$	\$146,200		Fed tax credit	\$0	\$		
Fed tax bracket	0%		location	Minne-sota			
inflation	3%		kWh/kW	1100			
Solar Rewards	0.000						
Electricity cost	0.075						
Electricity cost	0.075						
Annual kWh Production	55539	kWh					
year	expense	30% Tax Credit	income from savings	State In- centive	Cash out	total benefit	Cumulative benefit
1	-\$146,200	\$0	\$4,165	\$102,000	-\$40,035		-\$40,035
2			\$4,290	\$0		\$4,290	-\$35,744
3			\$4,419	\$0		\$4,419	-\$31,325
4			\$4,552	\$0		\$4,552	-\$26,773
5			\$4,688	\$0		\$4,688	-\$22,085
6			\$4,829	\$0		\$4,829	-\$17,256
7			\$4,974	\$0		\$4,974	-\$12,283
8			\$5,123	\$0		\$5,123	-\$7,160
9			\$5,277	\$0		\$5,277	-\$1,883
10			\$5,435	\$0		\$5,435	\$3,552
11			\$5,598	\$0		\$5,598	\$9,150
12			\$5,766	\$0		\$5,766	\$14,916
13			\$5,939	\$0		\$5,939	\$20,855
14			\$6,117	\$0		\$6,117	\$26,972
15			\$6,301	\$0		\$6,301	\$33,272
16			\$6,490	\$0		\$6,490	\$39,762
17			\$6,684	\$0		\$6,684	\$46,446
18			\$6,885	\$0		\$6,885	\$53,331
19			\$7,091	\$0		\$7,091	\$60,422
20			\$7,304	\$0		\$7,304	\$67,727
21			\$7,523	\$0		\$7,523	\$75,250
22			\$7,749	\$0		\$7,749	\$82,999
23			\$7,981	\$0		\$7,981	\$90,980
24			\$8,221	\$0		\$8,221	\$99,201
25			\$8,467	\$0		\$8,467	\$107,668
				15 year --			
				->	IRR		12%
					NPV		\$58,300.34

# SolarPod

2915 133<sup>rd</sup> Street West, Shakopee MN 55379

Tel: 763-489-1595

WARRANTY CONTRACT

## SOLAR ENERGY SYSTEM INSTALLATION CONTRACT

This Agreement made and entered into this 05 day of Dec, 2022, between SolarPod, 2915 133rd Street West, Shakopee MN 55379 ("Solar Pod"), and St. Peter Public Schools 100 Lincoln Drive, Saint Peter, MN 56082 ("Client").

<b><u>Project: St. Peter High School</u></b>	
Installation Address	2121 Broadway Ave,
City, State Zip	St Peter, MN 56082
Contact	Sharon Petersen
Phone	507-934-5703 ext. 1032
Email	

1. Client hereby agrees to purchase, and SolarPod agrees to install, a solar energy system at the Installation Address, per the below specifications.
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3. System Specifications for each project:

### **St. Peter High School**

#### **Installation Cost**

Qty	Type & Spec	Total
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<b>Removal &amp; Recycling (cost based on 2022 pricing)</b> end of life pricing will be adjusted based on actual inflation between installation year and removal year. The inflation rate will not be less than 2.5% each year. The Z Lite is made of 99% recyclable materials. Only 1% of the Z Lite materials will go to landfill.		<b>\$100 per module</b>
<b>Inverter warranty is 10 years</b> (estimated replacement cost includes labor after year 10)		<b>\$10,500</b>
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<b>Savings over 40 years</b> (estimated life of system) with annual inflation of 3%		<b>\$314,000</b>

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8. **INSURANCE.** SolarPod will carry public liability and workers compensation insurance coverage on the job to the limits and as required by law, and upon request will have its agents provide a certificate of said coverage to Client.
9. **INTERIOR PROTECTION.** The installation process involves crews walking on the roof, and this may occasionally result in dust and/or debris falling into the building. Client acknowledges that this is beyond SolarPod's control, and assumes responsibility to protect or remove contents prior to the commencement of work. The process can also create occasional impacts and vibrations. Interior finishes and fixtures (particularly on older buildings) that may not be well attached could become dislodged or damaged due to these activities. It is the Client's responsibility to secure these items and inform SolarPod of any potentially sensitive areas. SolarPod is not responsible for any cracks or nail pops that may occur in ceilings or other finishes inside the building as a result of the installation.
10. **EXTERIOR PROTECTION.** SolarPod will take reasonable precautions to keep damage to the lawn, driveway, sidewalks, patios, decks and surrounding landscape to a minimum. Client will inform SolarPod of soft or otherwise sensitive areas such as the location of septic systems, wells and water lines, in advance. SolarPod is not responsible for any ruts, depressions, oil drips or other minor damage to lawns, driveways and surrounding areas that may result from the construction traffic and equipment.



POD, SHALL ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICE OR REPAIR SHOULD THE SERVICE OR REPAIR OCCUR BEYOND MANUFACTURER WARRANTY PERIOD.

**SolarPod** will warrant the equipment and labor for a full year once the system is commissioned for any parts and labor. After the first year, the maintenance cost shall be 5,750 per year. This maintenance will cover bumper to bumper for the first 5 years. The client agrees to this maintenance charges. The client will be invoiced for this once every quarter during the year. After 5 years, the maintenance charges will be labor and materials based generally acceptable labor and overhead rates after 5 years. This O&M does not cover acts of God, vandalism, and breakdown outside of serviceable wear and tear. *Client initial here: BG*

21. **ADDITIONAL WORK.** All material is to be as specified. All work to be completed in a workmanlike manner according to standard industry practices. Any alterations or deviation from the above described scope and specifications involving extra costs will be executed with the agreement of both SolarPod and Client and will become an extra charge over and above the original contract amount. Repairs to deteriorated roof decking, rafters, trim or similar roof components, or the performance of additional repairs due to unforeseen conditions or hidden layers of roofing are considered additional work.
22. **LIMITATIONS AND DISCLAIMER REGARDING OUTPUT.** The Equipment generates electricity by converting sunlight into electricity, so the Equipment cannot be expected to generate electricity when the sun is not available, or if there are climatic conditions such as cloud or dust coverage that interfere with solar irradiance, or if local objects fall on top of or shade the Equipment. In addition, soil build up may also degrade the Equipment's ability to generate electricity. SolarPod cannot guarantee operation of the Equipment where damage or loss has been caused by any factors that occur after installation. If requested by Client, maintenance will be provided at an additional charge as soon as possible to restore the Equipment to its original operating condition. SolarPod shall not be liable under any circumstances for limitations, depletion, interruptions, disruptions or fluctuations in the energy collection to or output from the solar panels or Equipment caused by occurrences beyond the control of SolarPod and not specifically emanating from SolarPod's installation services, which said occurrences may include, without limitation, manufacturing defects; design specifications of the Equipment; pre-existing conditions of the roof impeding the Equipment; sunlight depletion, blockage or limitations; unintended or increased shading within or near the vicinity; weather-related impacts; Client or third party tampering of the Equipment, including walking on the Equipment, attempts to reposition, re-calibrate or reorient the Equipment; lightning; static electricity; temperature cycling and/or fluctuation; the collection on or near the Equipment of dust, leaves or other debris; hail damage; water damage; or impacts to the Equipment caused by events beyond the control or foreseeability of Solar Pod, such as, but not limited to, issues arising from plumbing, mechanical or electrical interfaces with the Equipment or Equipment malfunctions due to manufacturing defects or deficiencies.
23. **PERFORMANCE DECLINE.** Client acknowledges and understands that system performance may decline over time as a natural and normal part of operation, per the manufacturer's equipment specification data for system specific performance. If Client notices significant equipment degradation beyond such specifications, Client may notify SolarPod so SolarPod can determine whether repair, replacement, refurbishment or re-calibration of the Equipment is necessary. Any such services will result in additional charges to Client, if beyond the Manufacturer's warranty period. System performance is based on 30-year trends in climatic or other relevant and applicable information derived from the NREL (National Renewable Energy Laboratories) for the Client's location. Client acknowledges that, for any given year, the insolation may be lesser or greater than reported averages resulting in lesser or greater system outputs for which SolarPod is not responsible.
24. **DATA AND PHOTO USE.** Client acknowledges and agrees that SolarPod shall have the right to access, collect, review and disseminate data produced and collected by the Equipment, provided Client has chosen to establish the connection between the inverter and monitoring devices for the purposes of monitoring as set forth above. Client hereby grants SolarPod a non-exclusive, non-transferable, royalty-free license to access and use data produced and collected by the Equipment as well as photographic and/or video documentation of the system for maintenance and marketing purposes, including, but not limited to, proposing changes, repairs and/or refurbishments to the Equipment for Client or in connection with the sale or marketing of solar equipment to other prospective clients. In no event, however, shall SolarPod use or disseminate confidential and personally identifiable information related to Client, including Client's name and contact information, without first receiving the written consent of Client.
25. **COMMISSIONING.** Upon completion of the installation, SolarPod will arrange for inspection of the system by the municipal inspector and/or inspection by the electric utility. Upon successful completion of these inspections, the installed equipment will be turned on for operation. SolarPod has no control over the scheduling of these inspections. Client will provide access to the property for inspection or evaluation by local, state or federal agencies as needed for permitting, certification and/or inspection. Once commissioned, certain solar energy equipment

systems will be enabled to "net-meter" (i.e., to produce more electricity than that which is being consumed, with the excess electricity transferred to the utility grid for a credit). When consumption exceeds the PV system's production, electricity will be drawn from the grid.

26. **OPERATING, MAINTENANCE, AND MONITORING.** During the warranty period, Client will maintain the Equipment in operational condition exclusively use SolarPod or its agents to perform such maintenance. Client will make its property accessible and the Equipment available to SolarPod for maintenance and inspection at any reasonable time. In the event repairs and maintenance become necessary and fall outside SolarPod's warranty, additional costs will apply. If SolarPod's performance of any obligation hereunder is delayed due to reasons beyond SolarPod's control, the time for performance of such obligation will be postponed for a period equal to the number of days of such delay. In no event will SolarPod be liable for any damages resulting from any delay in the delivery or repair of the Equipment or any delay in the performance of any maintenance outside of SolarPod's control.
27. **ENGINEERING, PROCUREMENT, AND CONSTRUCTION.** SolarPod shall not have any obligation with regard to the design, manufacture, or fabrication of the Equipment. SolarPod's sole obligation will be to procure the Equipment and necessary permissions, and install the Equipment as specified on the face of this Proposal, provided that (i) Client is present and available for the initial site review, (ii) the installation address for the Equipment meets all suitability requirements to substantiate good performance conditions for the Equipment; (iii) all licenses, permits, and permissions are obtained; (iv) Client makes the property accessible for the construction of the Equipment; and (v) Client is present and available for the final inspection and commissioning of the Equipment.
28. **PERMISSIONS.** SolarPod will procure any license, permit or permission from any governmental or regulatory agency necessary for the operation of the Equipment by Client. Client will assist SolarPod in whatever manner necessary to obtain such license, permit or permission. Such licenses, permits and permissions include, but are not limited to, building permits, electrical permits, utility interconnection agreements, structural evaluations, mortgage letters of acknowledgment, and UCC security interests. If there are costs for additional licenses, permits or permissions other than those listed above, including but not limited to permits related to wetlands, conservation, historical districts, condominium or townhouse associations, or the like, such costs will be borne by Client. Should SolarPod be unsuccessful in obtaining all prerequisite licenses, permits, permissions, agreements and/or acknowledgments, SolarPod and Client will sign a cancellation of contract and the down payment will be returned to Client less SolarPod's documented expenses for engineering, design, and permissions.
29. **SUITABILITY.** Structural upgrades or reinforcement of the rafters (if any are required as determined by an engineer or by the local building department) to accommodate the Equipment is not included in SolarPod's scope of work unless specifically stated in this Proposal. If such reinforcement is required, such services will result in additional charges to Client.
30. **GOVERNING LAW.** This agreement will be interpreted, enforced and governed by and under the laws of Minnesota, except to the extent preempted by Federal law.
31. **ARBITRATION.** The Parties agree to submit to binding arbitration under the terms of the American Arbitration Association for resolution of any disputes regarding the performance of any of the terms and conditions contained herein, with the costs of arbitration being apportioned in the final judgement.
32. **CANCELLATION.** Client may cancel this contract without penalty or obligation by delivering written notice of such cancellation within three business days from the date of this agreement. After that time, this contract can only be cancelled in a writing signed by both Parties under the specific terms and conditions described herein.
33. **UTILITY UPGRADES.** Utilities may add costs for transformer upgrades to the grid after solar application to the utility has been submitted. Such utility charges will be transferred to Client at no additional markup. Utilities are typically unable to calculate transformer upgrade costs until after the application has been submitted to them.
34. **NOTICE OF MECHANICS LIEN RIGHTS.**
  - (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
  - (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

**Solar Pod**

Name: Mouli Engineering  
Inc. d/b/a Solar Pod

By: V. Chandrasekhar

Title: President

Date: Nov 30, 2022

**Client**

Name: St. Peter Public Schools

Signature Superintendent: Bill Gronseth

Operations & Maintenance Supervisor: Bill Gronseth

Relationship to owner: \_\_\_\_\_

Date: Dec 5, 2022

### St. Peter Public Schools – Estimated Cash Flows (St. Peter High School)

Capex\$	\$146,200		Installed \$	\$2.87	\$		
TaxCredit\$ (30%)	\$0		DC Power	51000	W		
Investment\$	\$146,200		Fed tax credit	\$0	\$		
Fed tax bracket	0%		location	Minne-sota			
inflation	3%		kWh/kW	1100			
Solar Rewards	0.000						
Electricity cost	0.075						
Electricity cost	0.075						
Annual kWh Production	55539	kWh					
year	expense	30% Tax Credit	income from savings	State In- centive	Cash out	total benefit	Cumulative benefit
1	-\$146,200	\$0	\$4,165	\$102,000	-\$40,035		-\$40,035
2			\$4,290	\$0		\$4,290	-\$35,744
3			\$4,419	\$0		\$4,419	-\$31,325
4			\$4,552	\$0		\$4,552	-\$26,773
5			\$4,688	\$0		\$4,688	-\$22,085
6			\$4,829	\$0		\$4,829	-\$17,256
7			\$4,974	\$0		\$4,974	-\$12,283
8			\$5,123	\$0		\$5,123	-\$7,160
9			\$5,277	\$0		\$5,277	-\$1,883
10			\$5,435	\$0		\$5,435	\$3,552
11			\$5,598	\$0		\$5,598	\$9,150
12			\$5,766	\$0		\$5,766	\$14,916
13			\$5,939	\$0		\$5,939	\$20,855
14			\$6,117	\$0		\$6,117	\$26,972
15			\$6,301	\$0		\$6,301	\$33,272
16			\$6,490	\$0		\$6,490	\$39,762
17			\$6,684	\$0		\$6,684	\$46,446
18			\$6,885	\$0		\$6,885	\$53,331
19			\$7,091	\$0		\$7,091	\$60,422
20			\$7,304	\$0		\$7,304	\$67,727
21			\$7,523	\$0		\$7,523	\$75,250
22			\$7,749	\$0		\$7,749	\$82,999
23			\$7,981	\$0		\$7,981	\$90,980
24			\$8,221	\$0		\$8,221	\$99,201
25			\$8,467	\$0		\$8,467	\$107,668
				15 year --			
				->	IRR		12%
					NPV		\$58,300.34



## Saint Peter Public Schools: ISD No. 508

### EMPLOYMENT AGREEMENT School Nurse—Part-Time

---

Independent School District No. 508, Saint Peter Public Schools, enters into this agreement with Dolores Griffith, who agrees to perform the duties of School Nurse—Part-time in the public schools of the district.

The following provisions shall apply and are a part of this employment agreement:

- ASSIGNMENT:** School Nurse—Part-time, FTE 0.5
- SALARY:** Effective January 3, 2023, per the current teacher's contract her rate of pay is \$42.99 per hour. Lane BA, step 11. Her salary for the current school year will be pro-rated.
- BENEFITS:** District PERA, FICA contribution and prorated sick leave.
- TIME:** Not to exceed 20 hours per week per the student contact calendar.
- NOTIFICATION:** The district may discontinue this position or terminate the employee at any time during the term of this agreement pursuant to MS 1238.02, Subd. 14. The employee may terminate employment at any time during the term of this agreement.

\_\_\_\_\_  
Employee Signature Date: \_\_\_\_\_

\_\_\_\_\_  
Superintendent Signature (or Designee) Date: \_\_\_\_\_

\_\_\_\_\_  
Board Chair Date: \_\_\_\_\_

cc: Darin Doherty  
Dolores Griffith  
Ytve Prafke  
Tim Regner  
Superintendent  
Personnel File



**MEMO TO:** Bill Gronseth, Superintendent  
Saint Peter School Board

**FROM:** Doreen Oelke, Principal

**DATE:** November 22, 2022

**SUBJECT:** FMLA Request

---

I recommend the approval of Robyn Woods' FMLA request for the period starting November 28, 2022 through December 21, 2022. The formal leave paperwork and medical documentation have been forwarded to the District Office.

Please let me know if you have any questions.

Cc: Robyn Woods



**TO: Bill Gronseth, Superintendent,  
School Board Members**

**FROM: Tami Skinner, Community & Family  
Education Director**

**SUBJECT: Saints Overtime Staff**

**DATE: November 22, 2022**

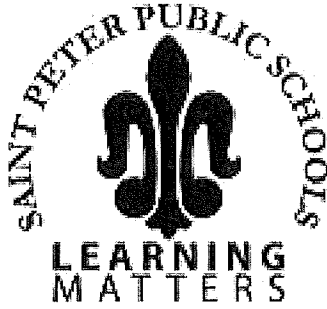
---

Interviews were conducted, and I am pleased to recommend hiring Rowan Thom as a Saints Overtime Assistant.

This is a replacement position.

**EMPLOYEE SUMMARY**

- **Rowan Thom**
- Rate of pay - \$15.25/hr.
- Part-time hours are to be submitted on a timesheet
- 2022-23 School Year



MEMO TO: Bill Gronseth, Superintendent  
School Board

FROM: Jana Sykora

DATE: November 30, 2022

SUBJECT: Para Hire

---

Applications were received and interviews took place for a special education paraprofessional position. This is a replacement position.

I am pleased to recommend Tom Wolfe for the position. Tom has previous experience as a paraprofessional at SPHS and we are happy to have him join the alternative programs staff. Tom will be assigned to Rock Bend ALC.

**EMPLOYEE SUMMARY**

- **Tom Wolfe**
  - 6.5 hours per student contact day
  - Step 1/A at a rate of \$15.25/hour
  - Start date: Dec. 5, 2022

CC: Tom Wolfe  
grp\_hire\_para



**TO:** Members of the School Board  
Mr. Bill Gronseth

**FROM:** Annette Engeldinger

**DATE:** November 29, 2022

**RE:** Personnel Recommendation  
High School Attendance Clerk

---

Interviews have been completed for the high school attendance clerk position, and I am pleased to let you know that we have offered the position to Maria Figueroa. This is a replacement position.

**Ms. Maria Figueroa**

- Year 1, Step 1, Level III, Hourly rate: \$16.74
- Start date: December 13, 2022

Please let me know if you have any questions.

CC: Maria Figueroa



**MEMO TO:** Bill Gronseth, Superintendent  
Saint Peter School Board

**FROM:** Jana Sykora, Alternative Schools &  
Programs Administrator

**DATE:** November 30, 2022

**SUBJECT:** Paraprofessional Resignation

---

I am writing to recommend that you accept the resignation of Jamison Willis, paraprofessional at Rock Bend ALC, effective December 20, 2022.

Jamie has been a valuable member of the Rock Bend ALC team often working as a substitute teacher and going above and beyond his requirements as a paraprofessional. He will be greatly missed, but we are hopeful he will occasionally return as a paraprofessional or teacher sub. We wish Jamie the best in his future endeavors!

Please let me know if you have any questions.

Cc: Jamison Willis  
grp\_hire\_para



**MEMO TO:** Mr. Bill Gronseth  
District 508 School Board

**FROM:** Darin Doherty, Principal  
North Elementary School

**DATE:** December 5, 2022

**SUBJECT:** Maternity Leave

---

I am recommending the approval of a maternity leave of absence for Kari Malz at North Elementary School. Her leave will begin December 19, 2022. Kari plans on returning to her classroom March 22, 2022.

**Rachel Rehnelt (Frontline AppNo: 9562)** will be subbing for Kari during the duration of her maternity leave. Rachel's salary will be at STEP 1/LANE 1 of the current teacher contract since she will be long-term subbing more than 30 school days.

If you have questions, please contact me.

CC: Kari Malz <kmalz@stpetersschools.org>  
Rachel Rehnelt <rrehnelt@gustavus.edu>  
grp\_hire\_certified <grp\_hire\_certified@stpetersschools.org>



Date: December 9, 2022  
To: Mr. Bill Gronseth, Superintendent  
Saint Peter School Board  
From: Doreen Oelke, Principal  
Re: K-4 Elementary  
MSU Substitute Teacher Intern

---

I am recommending the hire of the following individual for our MSU, Mankato partnership intern. Ms. Jessi Jo Johnson will work at both South Elementary and North Elementary as an MSU substitute teaching K-4 intern. This is a position in coordination with the College of Education and Saint Peter Public Schools.

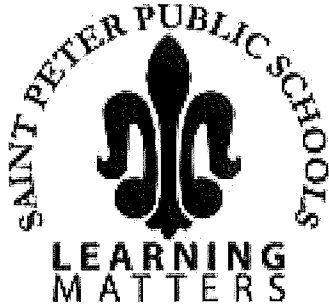
- Jessi Jo Johnson– A (to-be) licensed elementary education teacher with no years of experience contracted with MSU, Mankato and Saint Peter Public Schools to be paid \$175/day of substitute teaching.

Jessi received her undergraduate degree from Gustavus in December of 2022.

MSU, Mankato will work with PELSB, to make sure her license is expedited and on file prior to having her start her internship. Jessi will also make an appointment with our district office staff to complete payroll documentation. We are looking forward to having Jessi in our district

If you have questions, please contact me.

CC: [grp\\_hire\\_certified@stpeterschools.org](mailto:grp_hire_certified@stpeterschools.org)  
[jessijojohnson@gmail.com](mailto:jessijojohnson@gmail.com)



**MEMO TO:** Mr. Bill Gronseth  
District 508 School Board

**FROM:** Darin Doherty, Principal  
North Elementary School

**DATE:** December 12, 2022

**SUBJECT:** North Special Education  
Paraprofessional Resignation

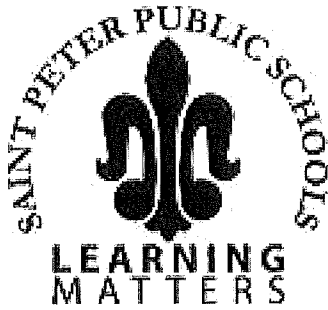
---

I recommend that you accept the resignation of Katy Larson at North Elementary School. Kady's last day of service will be December 12, 2022. Ms. Larson has served as a special education paraprofessional at North since the start of this school year.

Kady plans on submitting her application to serve the district as a substitute paraprofessional.

Please contact me with any questions.

CC: grp\_hire\_para@stpeterschools.org  
larsonfamkl92@gmail.com



**MEMO TO:** Bill Gronseth, Superintendent  
School Board

**FROM:** Sharon Petersen

**DATE:** December 13, 2022

**SUBJECT:** Hire Memo

---

The Operations and Maintenance Department has an Evening Custodian position open. The position was posted internally and via the district website.

I recommend the hiring of Nicole Otero to serve as a Custodian. Nicole will work in the Early Childhood wing cleaning and doing other custodial duties as assigned.

#### **EMPLOYMENT HIRING SUMMARY**

##### **Nicole Otero**

- Custodian
- Start Date: December 16, 2022
- Salary \$17.25/hour
- 9 month probationary period ending **September 16, 2023**
- Obtainment of a Special boiler license is required within this probationary period.

Cc:

Nicole Otero  
Jerry Doyle



Date: December 13, 2022  
To: Mr. Bill Gronseth, Superintendent  
Saint Peter School Board  
From: Jon Graff, Principal  
Re: Middle School  
MSU Substitute Teacher Intern

---

I am recommending the hire of the following individual for our MSU, Mankato partnership intern. Ms. Taryn Bellinger will work at SPMS as an MSU substitute teaching intern. This is a position in coordination with the College of Education and Saint Peter Public Schools.

- Taryn Bellinger– A (to-be) licensed secondary education teacher with no years of experience contracted with MSU, Mankato and Saint Peter Public Schools to be paid \$175/day of substitute teaching.

Taryn received her undergraduate degree from MSU, Mankato in December of 2022.

MSU, Mankato will work with PELSB, to make sure her license is expedited and on file prior to having her start her internship. Taryn will also make an appointment with our district office staff to complete payroll documentation. We are looking forward to having Taryn in our district

If you have questions, please contact me.

CC: [grp\\_hire\\_certified@stpeterschools.org](mailto:grp_hire_certified@stpeterschools.org)  
Lori Pierret  
Taryn Bellinger



**TO:** Members of the School Board  
Mr. Gronseth

**FROM:** Annette Engeldinger

**DATE:** December 13, 2023

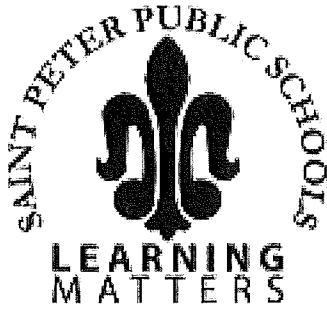
**RE:** Maternity Leave Recommendation

---

Heather Sather, Special Education Case Facilitator at Saint Peter High School, has submitted a request for maternity leave. I am recommending that her maternity leave request be granted, beginning from the date of birth until May 5, 2023.

Please let me know if you have any questions.

cc: Sandy Clementson  
Heather Sather



**MEMO TO:** Mr. Bill Gronseth  
District 508 School Board

**FROM:** Darin Doherty, Principal  
North Elementary School

**DATE:** December 15, 2022

**SUBJECT:** North Paraprofessional Resignation

---

I recommend that you accept the resignation of Taylor Perrin at North Elementary School. Taylor's last day of service will be December 21, 2022. Miss Perrin has served as our student success coach paraprofessional at North since the start of this school year.

Taylor plans on being a daily short-call teacher substitute starting January 3, 2023.

Please contact me with any questions.

CC: grp\_hire\_para@stpeterschools.org  
Taylor Perrin <tperrin@stpeterschools.org>



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Sarah

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## Para Resignation Inbox x



**Darin Doherty**  
to me



### Resignation

1 message

**Taylor Perrin** <tperrin@stpeterschools.org>  
To: Darin Doherty <ddoherty@stpeterschools.org>

Hello Darin,

I am emailing to inform you that I will be resigning from my position as the Student Success Coach.

I would like to be added to the sub list for the district, please.

Thank you!

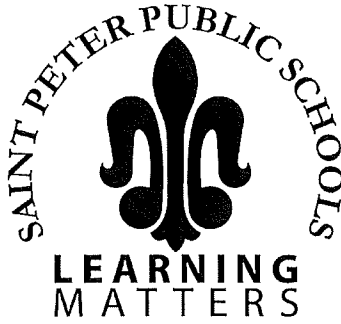
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**Taylor Perrin**  
Student Success Coach  
North Elementary  
(507)934-3260 Ext: 4045



you matter.





Date: December 12, 2022  
To: Mr. Bill Gronseth, Superintendent  
Saint Peter School Board  
From: Jon Graff, Principal  
Re: Replacement ELL

---

Applications were received and interviews took place for ELL position at Saint Peter Middle School. This is a replacement position created as a result of the loss of Emily Kracht. Due to the timing of the position, it will be reposted in the Spring.

I am pleased to recommend Andrew Smith for the position. Andrew has a number of years of experience teaching English as a second language in Japan and is currently working toward ESL licensure through MSU, Mankato.

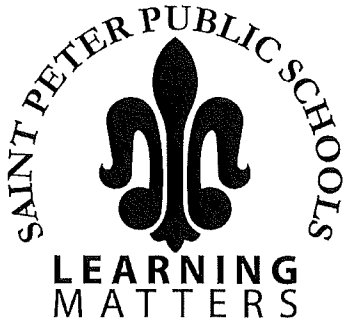
**NEW EMPLOYEE SUMMARY**

- Andrew Smith
- 1.0 FTE
- Step 1/BA +20
  - \$48,194 to be prorated for the mid-year start date.
- Replacement Position
- Start Date: Pending Licensure.

Based on his undergraduate coursework and enrollment in a Minnesota approved teacher licensure program, Andrew qualifies for a tier 2 licensure. To expedite his ability to be in the classroom, Andrew will also apply for a short call sub license. His start date will be based on his acquisition of the short call license.

If you have questions, please contact me.

CC: Andrew Smith - sianzhu@gmail.com  
Group Hire Certified <grp\_hire\_certified@stpeterschools.org>



Date: December 16, 2022  
To: Mr. Bill Gronseth, Superintendent  
Saint Peter School Board  
From: Darin Doherty, Principal  
Re: North 0.5 FTE Registered Nurse

---

I recommend hiring the following individual to serve as a part-time registered nurse at North Elementary. This is a replacement position.

- Dolores Griffith– A licensed registered nurse to be placed at **Lane BA, Step 11, 0.5 FTE** of the current teacher master agreement. Dolores's first day of service will be January 3, 2023.

Dolores received her undergraduate degree from Minnesota State University, Mankato. She has 13 years of nursing experience. She most recently worked at Mayo Clinic Health Systems, Mankato.

We look forward to a great year with Dolores working with students at North Elementary School!

If you have questions, please contact me.

CC: Dolores Griffith <doloresthorson@gmail.com>  
Group Hire Certified <grp\_hire\_certified@stpeterschools.org>



## ADDENDUM

### REGULAR BOARD MEETING December 19, 2022 SPCC-Governor's Room 6:30PM

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#### VIII. ACTION ITEMS

<b>1. AGENDA ITEM #1</b>
--------------------------

**Subject:** Consider Approval of the Fiscal Year 2022 Audit

**Action:** Requires a Motion

**Background:** A representative from of Abdo, Eick & Meyers, will present a report updating the School Board on the school district's fund balances as of June 30, 2022. Tim Regner and Abdo, Eick & Meyers will provide you with an analysis on various parts of the audit and answer any questions you may have.

Members of the Business Committee reviewed a detailed report on the audit on December 14, 2022. The report that was reviewed at the committee meeting is included in tonight's packet. At the Business Committee discussion on the 14<sup>th</sup>, the committee recommended the report come to the full school board for consideration of approval.

**Presentation:** Representative, Abdo, Eick & Meyers  
Tim Regner Business Manager  
Finance Committee

**Options/Recommendation:** I recommend that you accept the audit report for fiscal year 2022.



*Lighting the path forward*

# Independent School District No. 508 - St. Peter

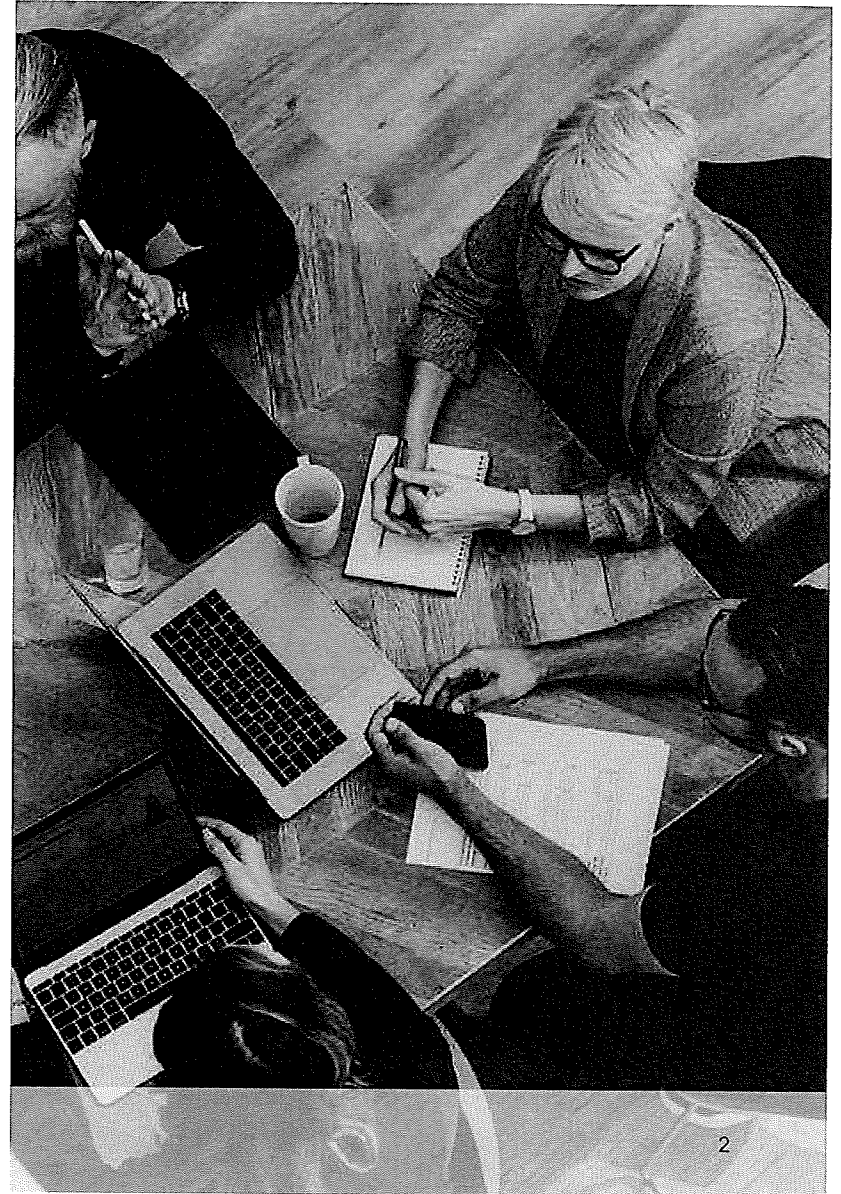
2021 - 2022  
Financial Statement Audit



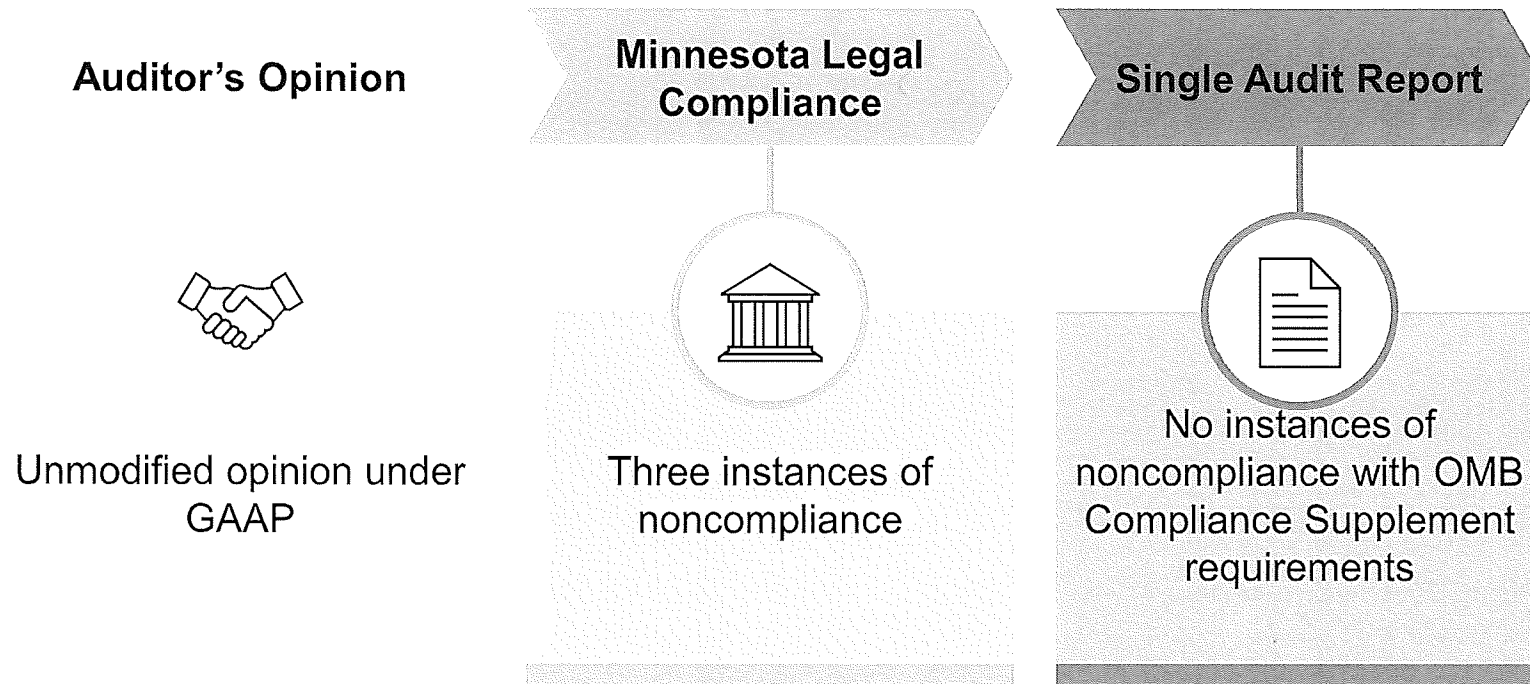
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# Introduction

- Audit Opinion and Responsibility
- General Fund Results
- Other Governmental Funds
- Key Performance Indicators



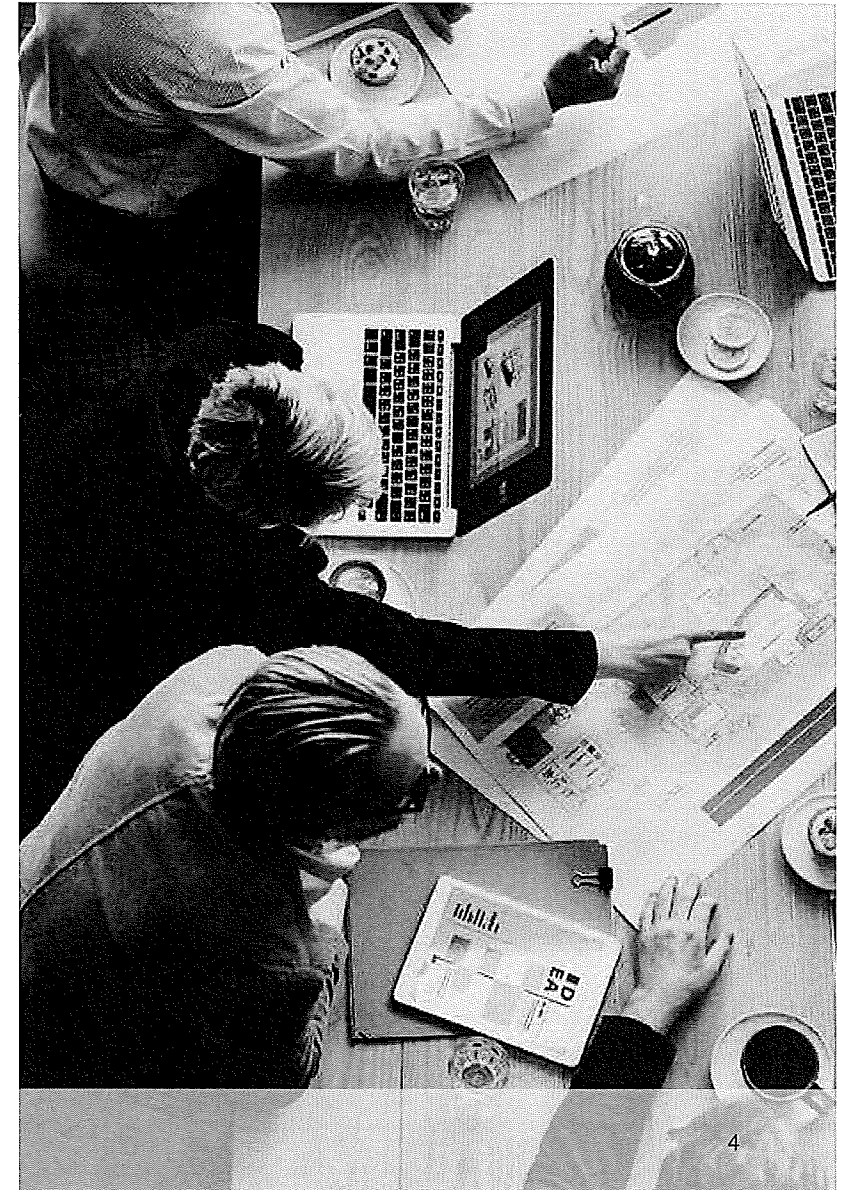
# Audit Results



# Audit Results

## Fiscal Year 2022 Findings

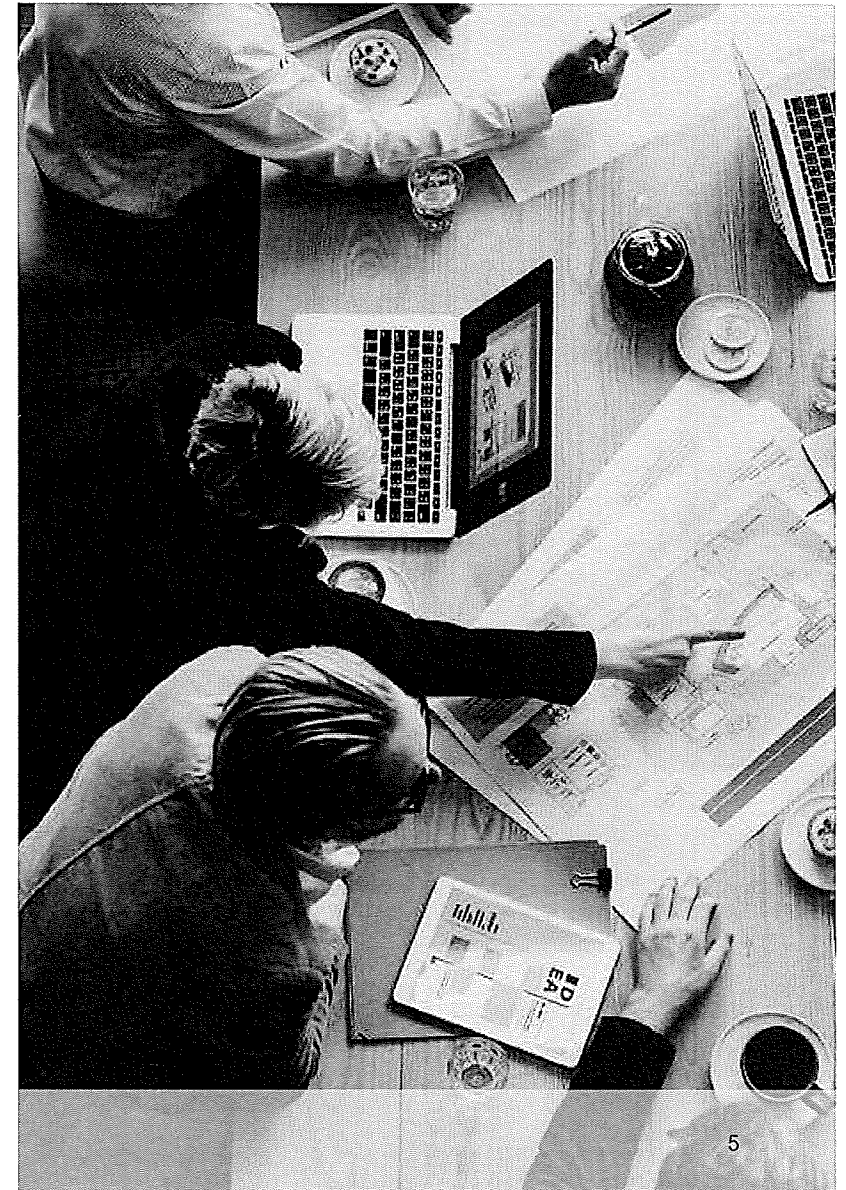
- Preparation of Financial Statements
  - Internal Control Finding
- Limited Segregation of Duties - Food Service
  - Internal Control Finding
- Year-end Audit Adjustments
  - Internal Control Finding
- Bank Reconciliation Adjustments
  - Internal Control Finding



# Audit Results

## Fiscal Year 2022 Findings

- Collateral Coverage
  - Legal Compliance Finding
- Student Activities
  - Legal Compliance Finding
- Excess Cash in the Food Service Fund
  - Legal Compliance Finding

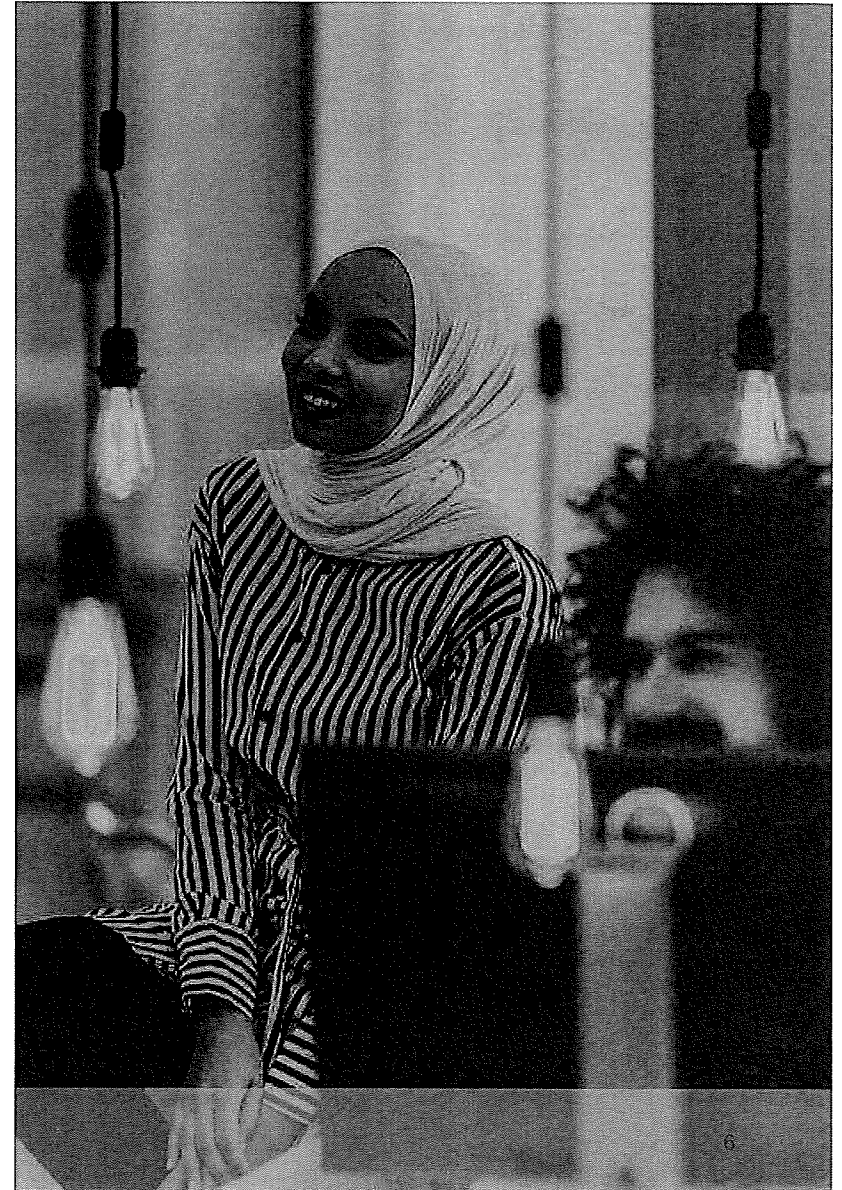


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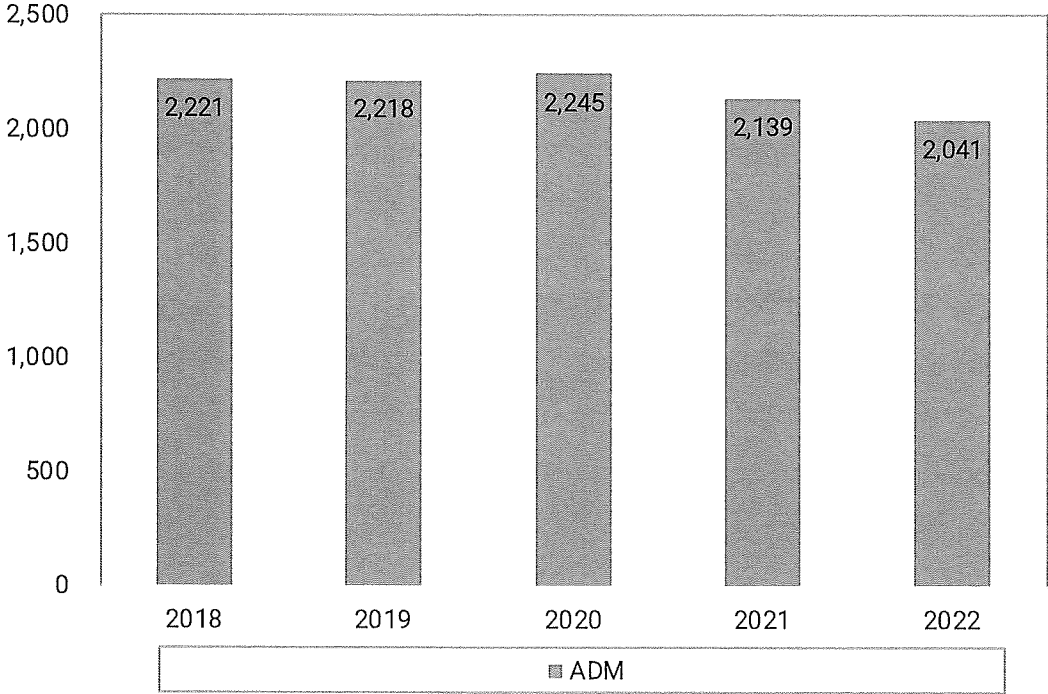
# Audit Results

## Fiscal Year 2021 Findings

- Preparation of Financial Statements
  - Internal Control Finding
  - No updates from prior year
- Limited Segregation of Duties- Food Service
  - Internal Control Finding
  - No updates from prior year
- Year-end Audit Adjustments
  - Internal Control Finding
  - No updates from prior year



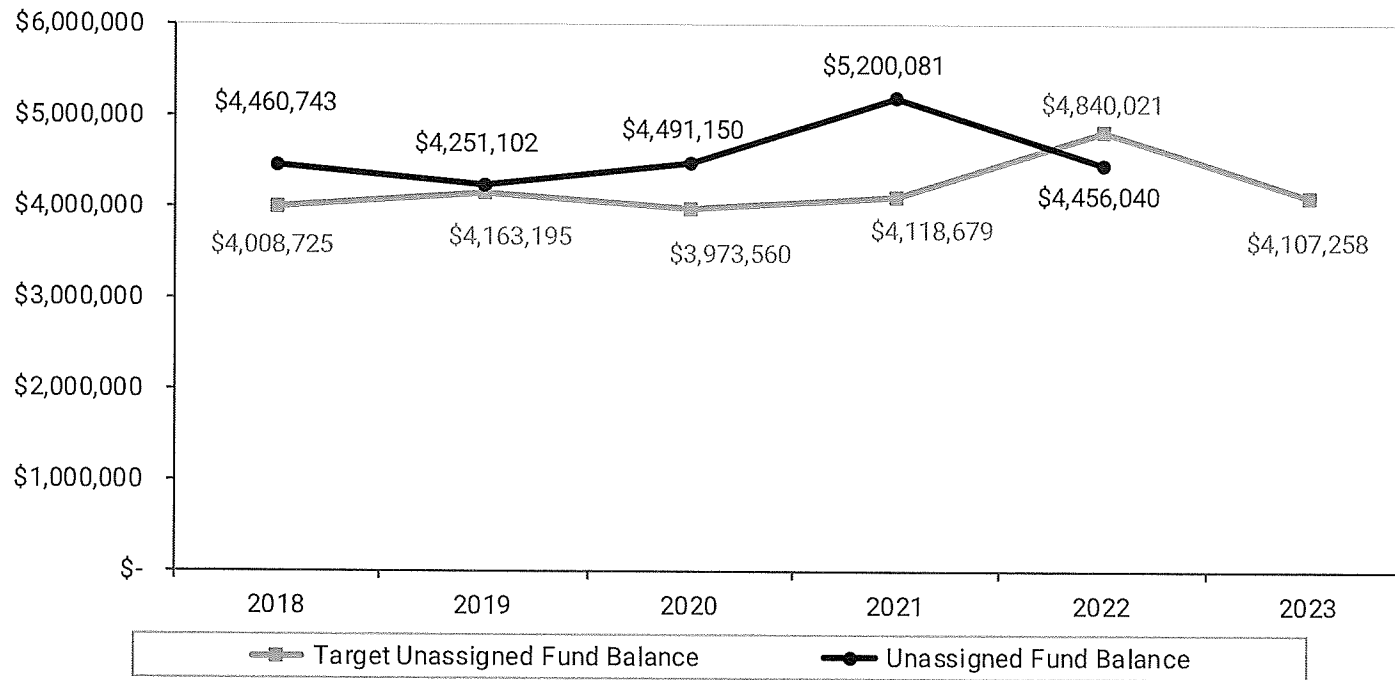
# Average Daily Membership



# General Fund Budget to Actual

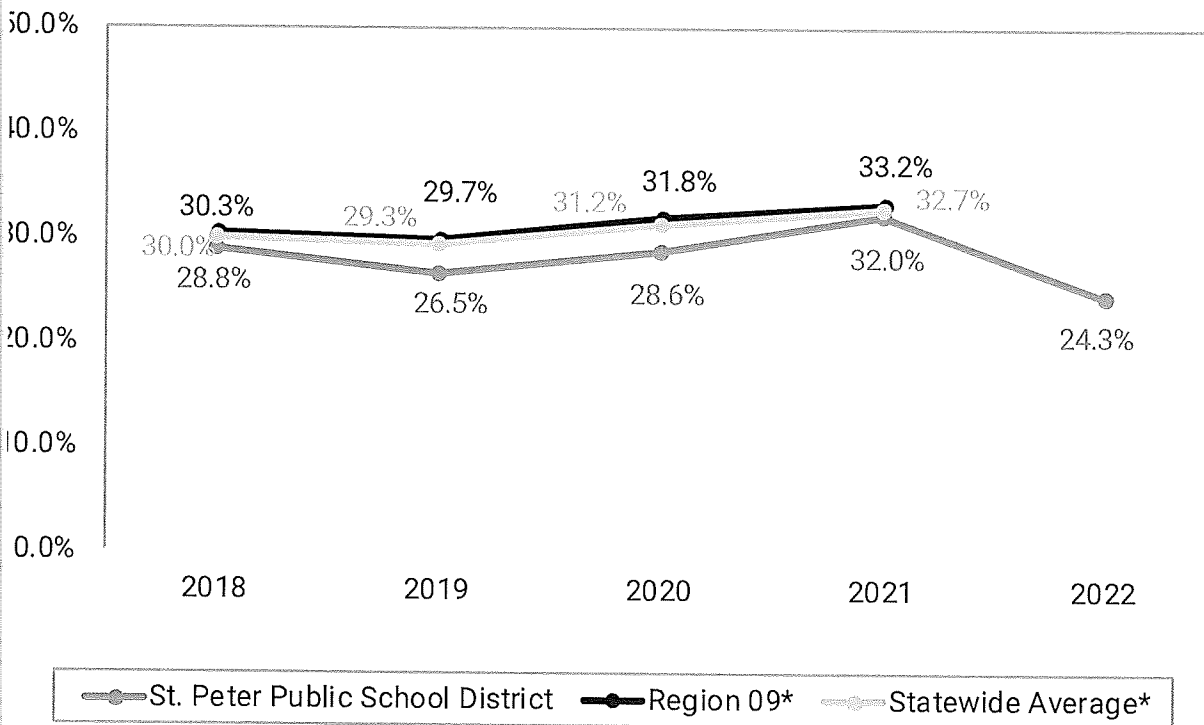
	Final Budget	Actual Amounts	Variance with Final Budget
Revenues	\$ 30,165,545	\$ 29,258,851	\$ (906,694)
Expenditures	<u>31,916,132</u>	<u>31,096,283</u>	<u>819,849</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(1,750,587)</u>	<u>(1,837,432)</u>	<u>(86,845)</u>
Other Financing Sources (Uses)			
Transfers in	-	9,063	9,063
Leases issued	267,190	267,008	(182)
Insurance recovery (loss)	1,000	(1,010)	(2,010)
Transfers out	<u>-</u>	<u>(78,610)</u>	<u>(78,610)</u>
Total Other Financing Sources (Uses)	<u>268,190</u>	<u>196,451</u>	<u>(71,739)</u>
Net Change in Fund Balances	(1,482,397)	(1,640,981)	(158,584)
Fund Balances, July 1	<u>9,181,992</u>	<u>9,181,992</u>	<u>-</u>
Fund Balances, June 30	<u>\$ 7,699,595</u>	<u>\$ 7,541,011</u>	<u>\$ (158,584)</u>

# General Fund Fund Balances

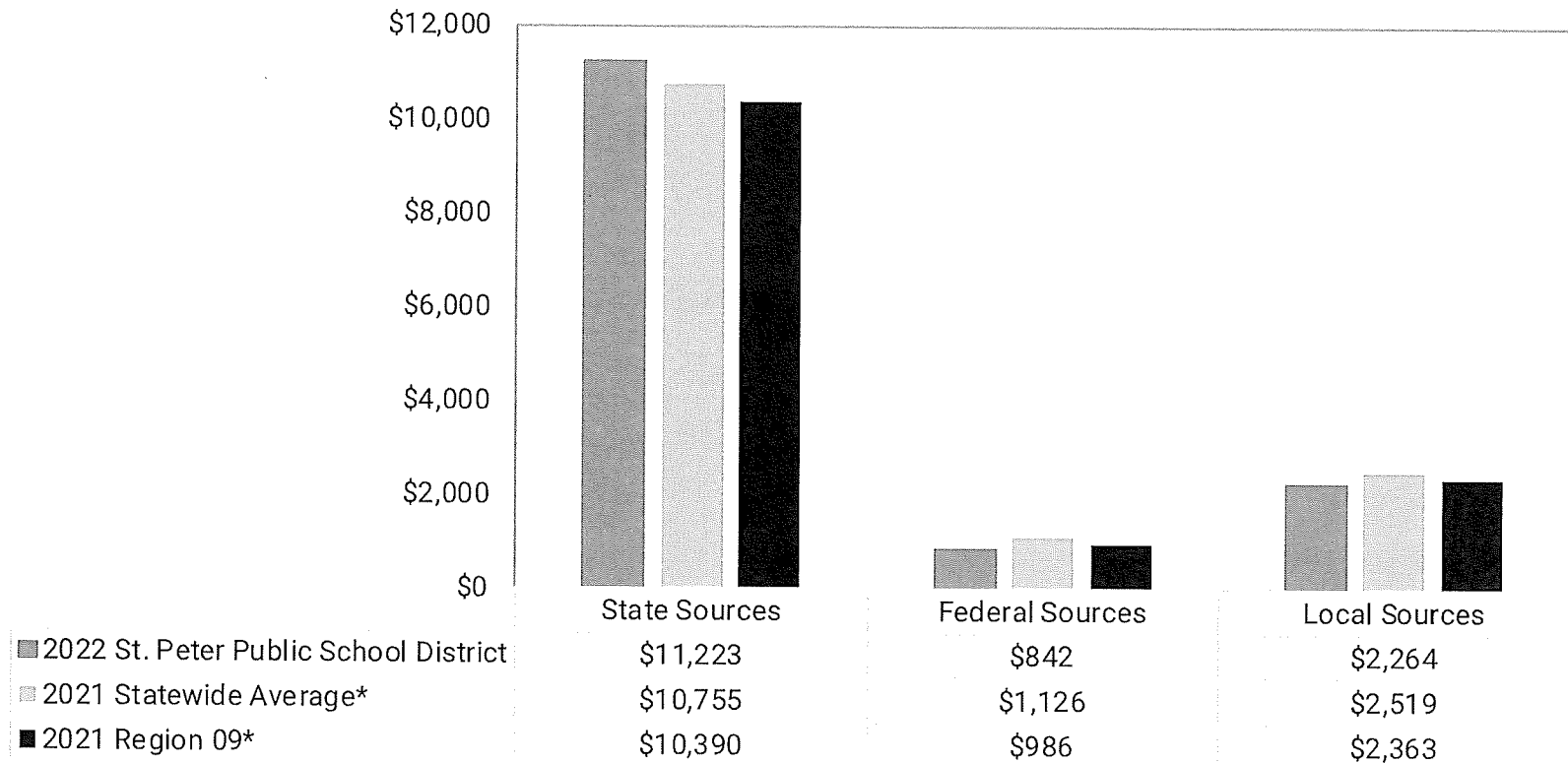


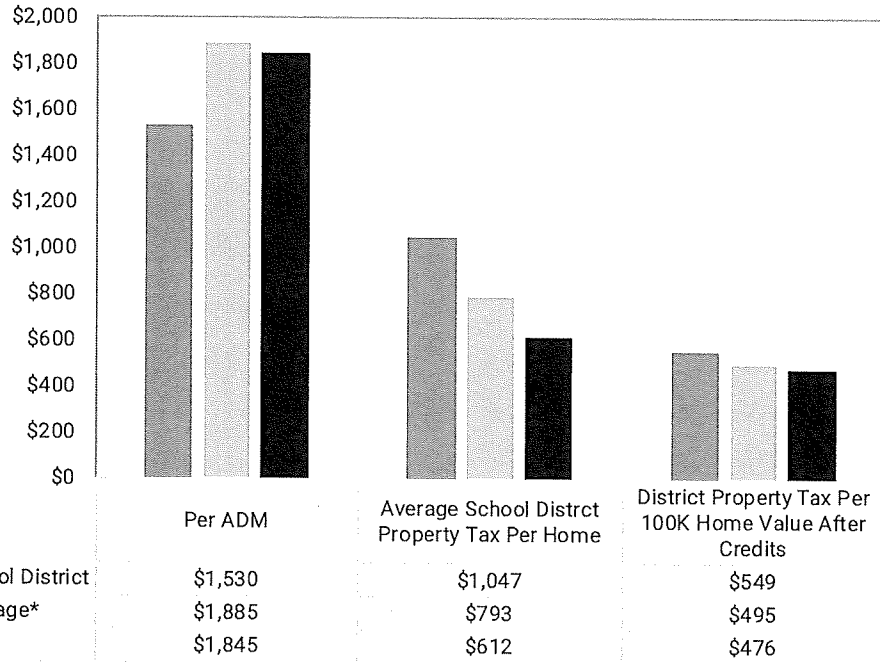
# General Fund Balances as a Percentage of Expenditures

## Key Performance Indicators



# General Fund Revenues per ADM



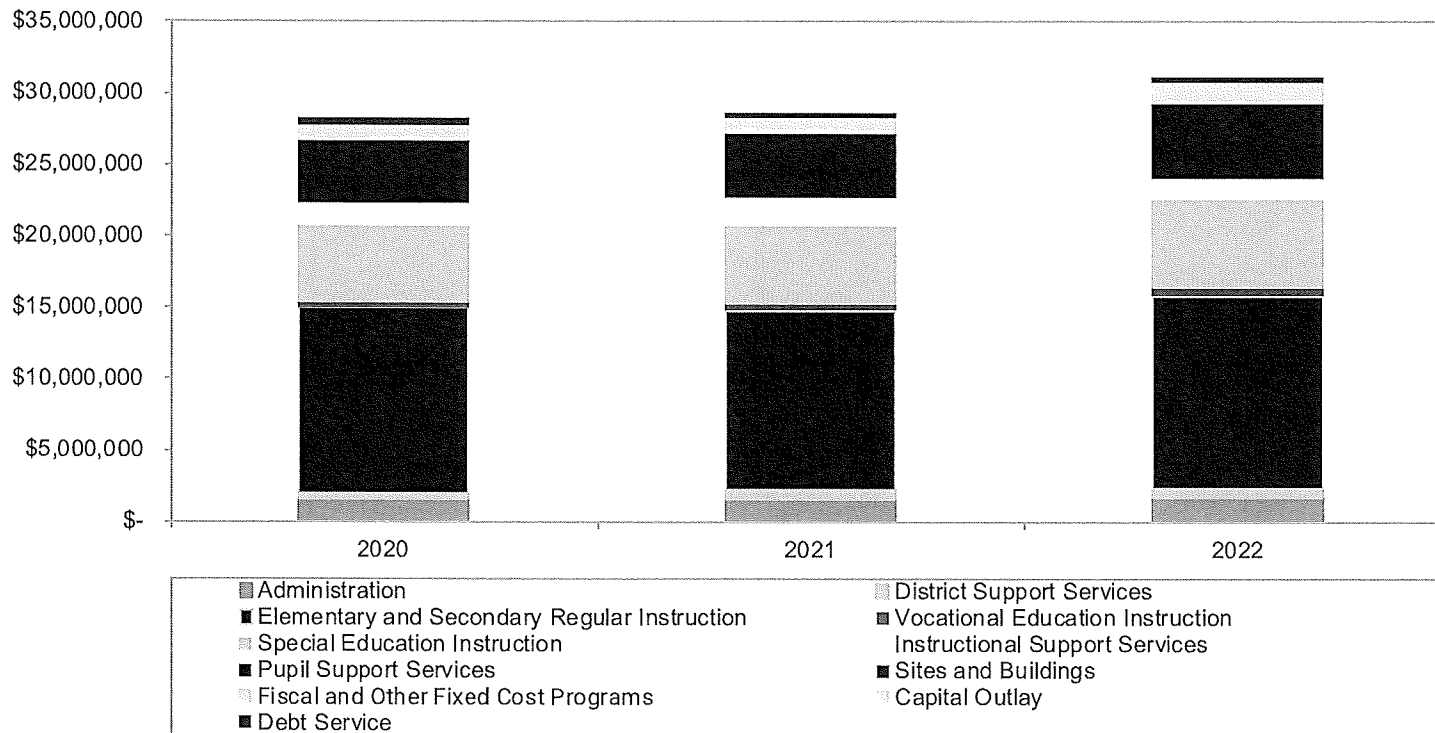


\* Information obtained from School District Profile reports published by the MDE

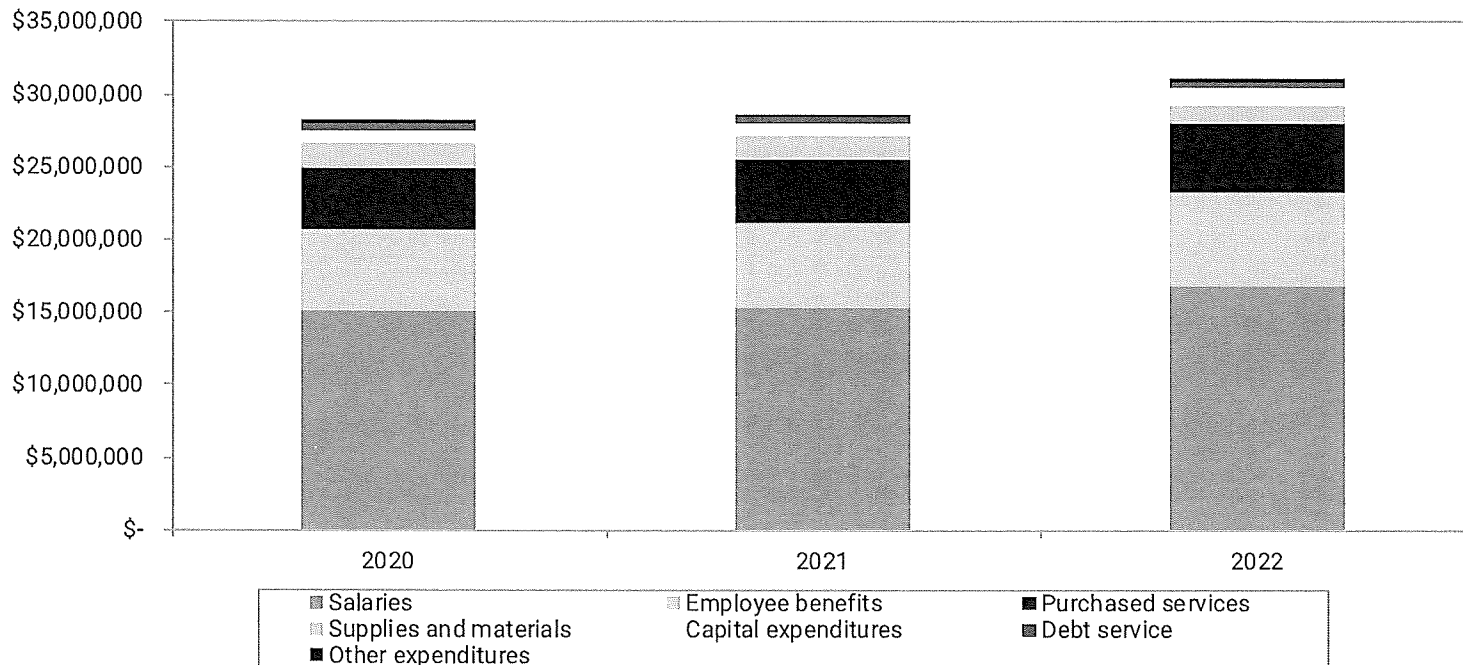
# Property Taxes

## Key Performance Indicators

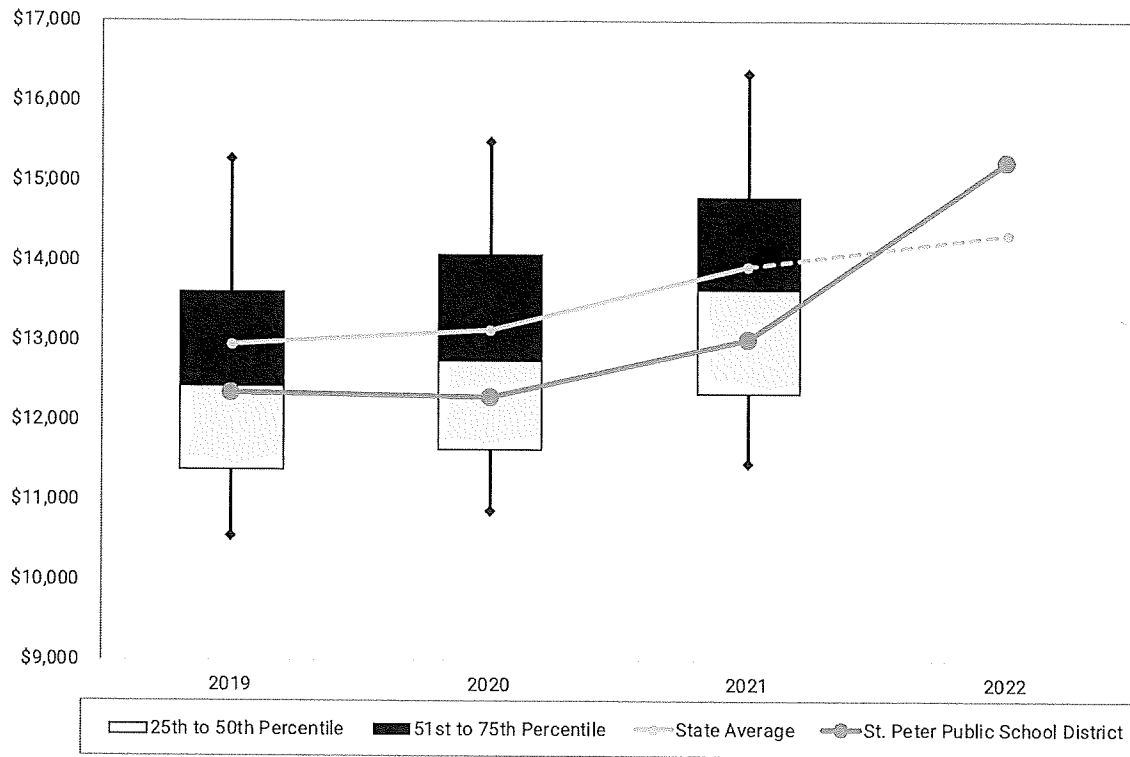
# General Fund - Expenditures



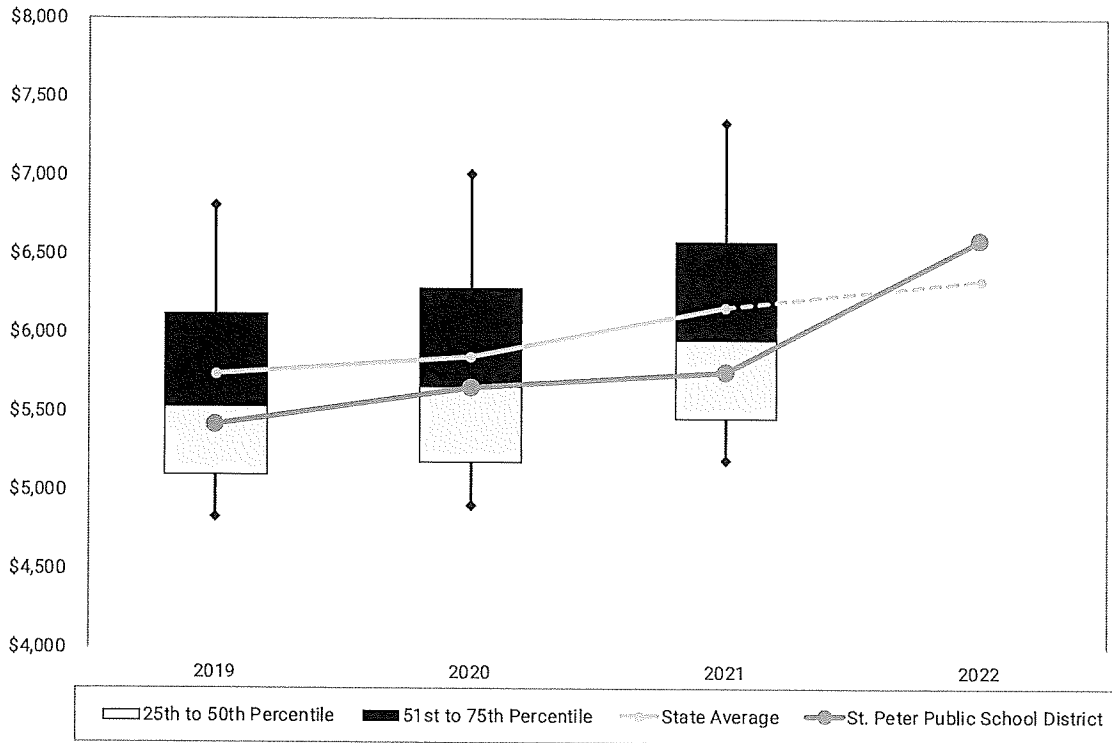
# General Fund Expenditures by Object Code



# General Fund Expenditures per ADM



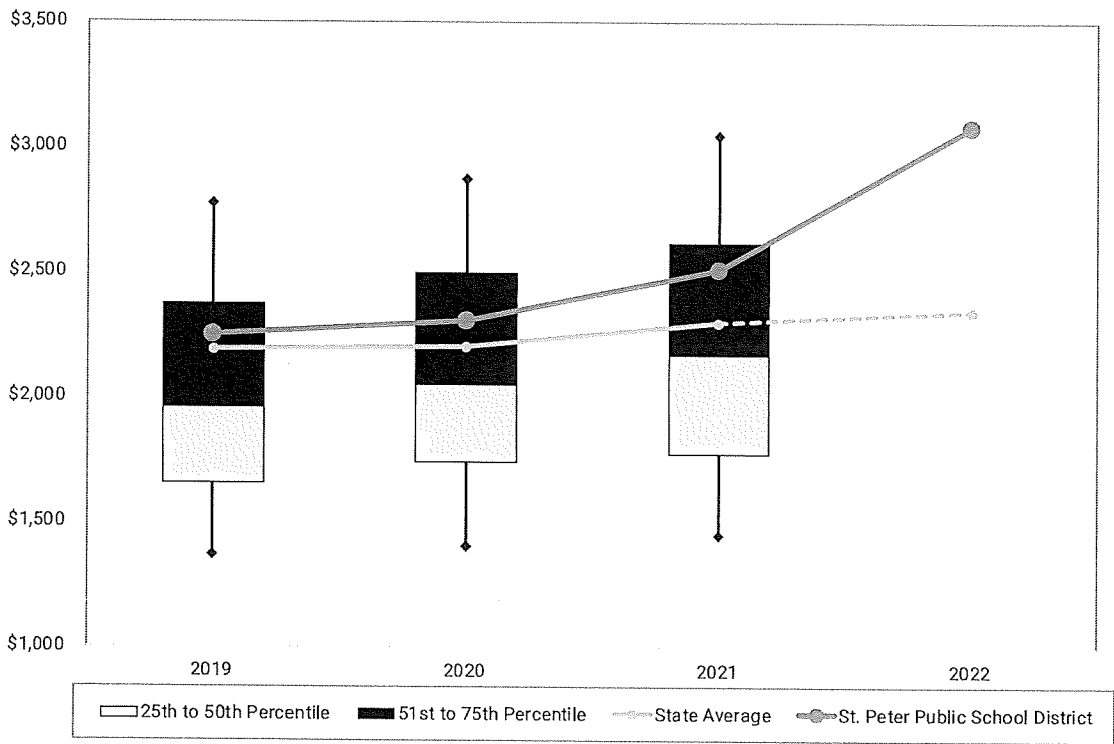
\* Percentile data and state average obtained from School District Profile reports published by the MDE



\* Percentile data and state average obtained from School District Profile reports published by the MDE

# Elementary and Second Regular Instruction per ADM

## Key Performance Indicators



\* Percentile data and state average obtained from School District Profile reports published by the MDE

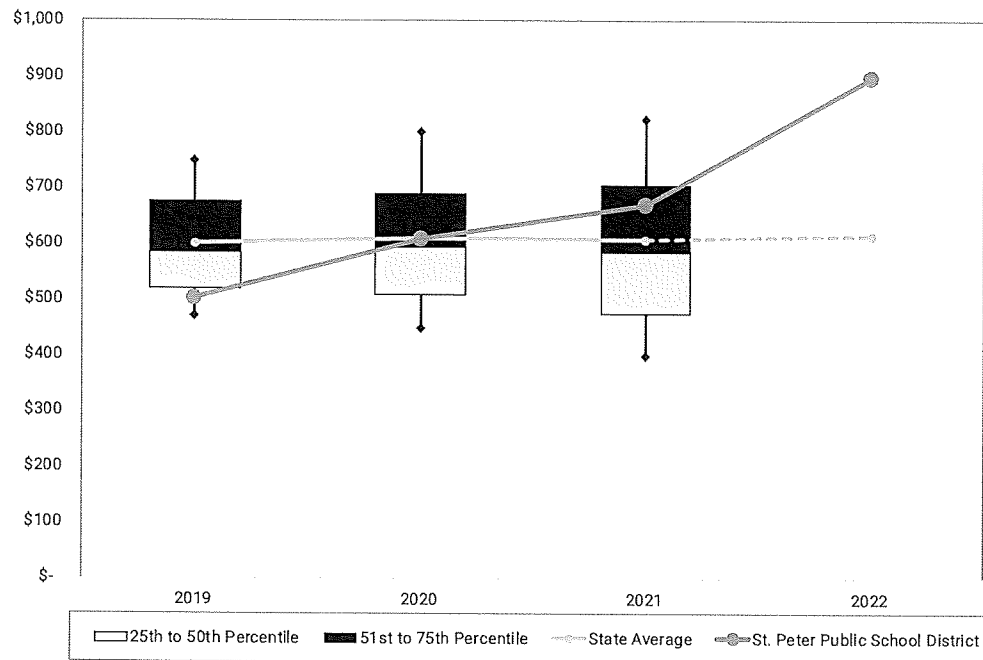
# Special Education Expenditures per ADM

## Key Performance Indicators

# Food Service – Budget to Actual

	Final Budget	Actual Amounts	Variance with Final Budget
Revenues	\$ 2,200,479	\$ 2,287,530	\$ 87,051
Expenditures	1,941,820	1,830,801	111,019
Net Change in Fund Balances	258,659	456,729	198,070
Fund Balances, July 1	786,058	786,058	-
Fund Balances, June 30	<u>\$ 1,044,717</u>	<u>\$ 1,242,787</u>	<u>\$ 198,070</u>

# Food Service Expenditures per ADM Comparison

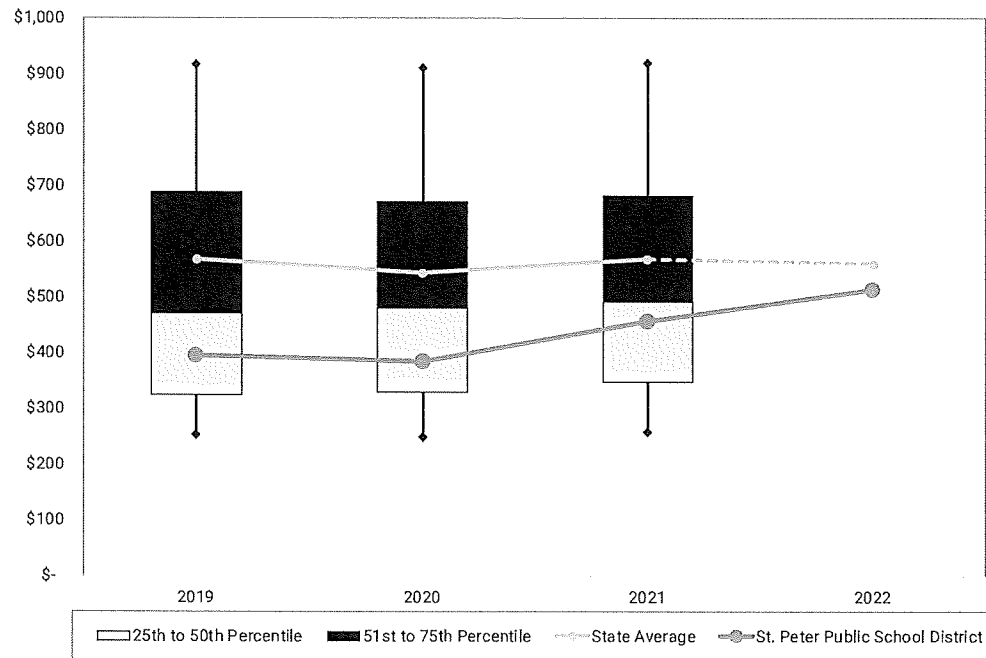


\* Percentile data and state average obtained from School District Profile reports published by the MDE

# Community Service – Budget to Actual

	Final Budget	Actual Amounts	Variance with Final Budget
Revenues	\$ 776,359	\$ 804,418	\$ 28,059
Expenditures	1,048,771	1,045,361	3,410
Net Change in Fund Balances	(272,412)	(240,943)	31,469
Fund Balances, July 1	(46,368)	(46,368)	-
Fund Balances, June 30	<u>\$ (318,780)</u>	<u>\$ (287,311)</u>	<u>\$ 31,469</u>

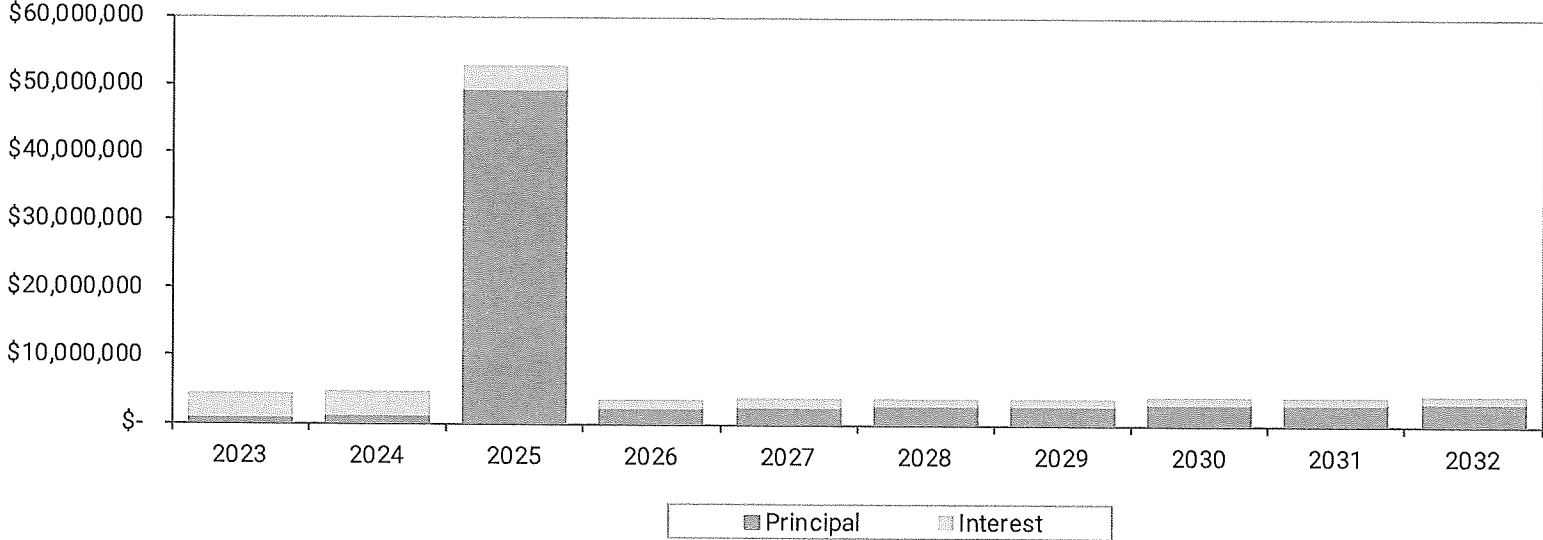
# Community Service Expenditures per ADM Comparison



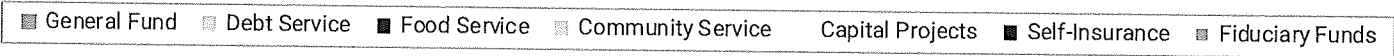
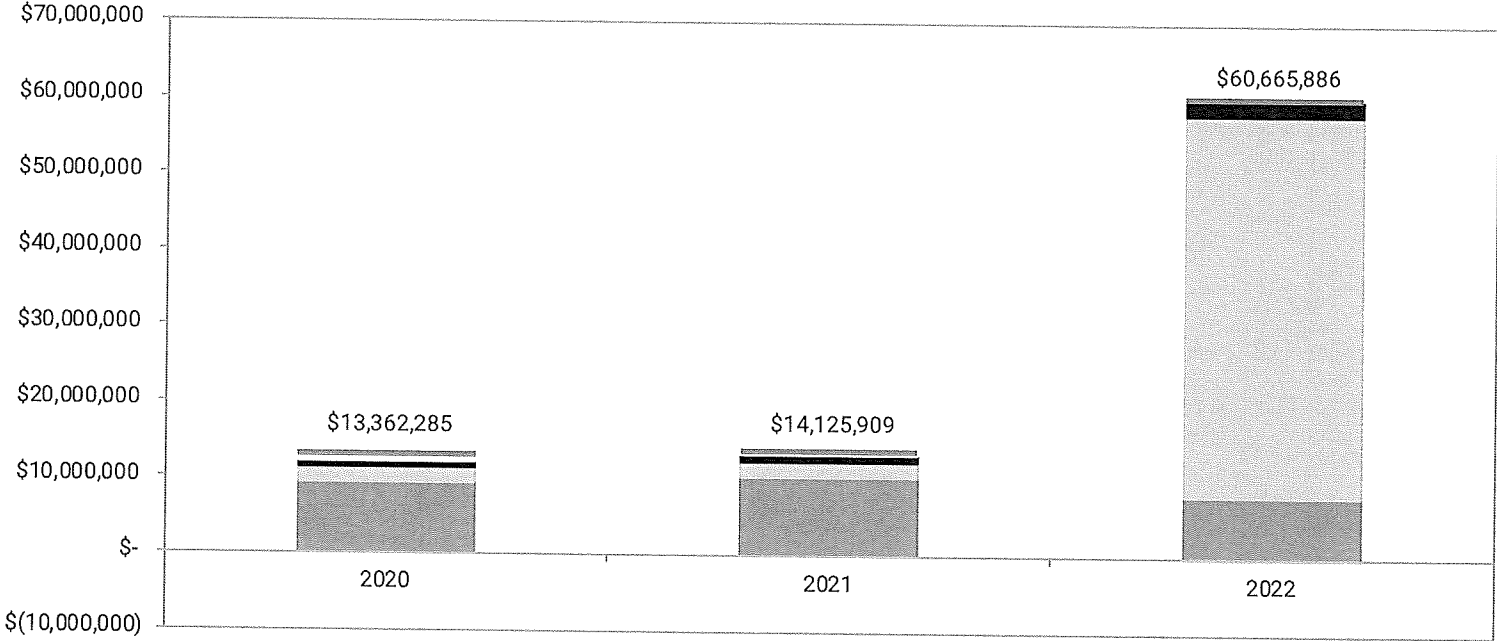
\* Percentile data and state average obtained from School District Profile reports published by the MDE

# Debt Service

Description	Authorized and Issued	Interest Rate	Maturity Date	Balance at Year End	Due Within One Year
G.O. School Building Refunding Bonds of 2015A	\$ 55,325,000	4.00-5.00 %	02/01/41	\$ 51,655,000	\$ 1,105,000
G.O. School Building Refunding Bonds of 2022A	48,620,000	2.48-2.78	06/30/39	48,620,000	-
Total General Obligation Bonds				<u>\$ 100,275,000</u>	<u>\$ 1,105,000</u>



# Cash and Investments Balances by Fund



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# Your Abdo Team



Tom Olinger, CPA  
Government Partner



Layne Kockelman, CPA  
Manager



Jason Rasmussen, CPA  
Senior Associate



Natasha Haugen  
Associate



Chad Guse  
Intern

Jason Homan  
Intern



## ADDENDUM

### REGULAR BOARD MEETING December 19, 2022 SPCC-Governor's Room 6:30PM

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#### VIII. ACTION ITEMS

<b>2. AGENDA ITEM #2</b>
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**Subject:** Consider Approval of Certification of School District Levy for Taxes Payable in 2023

**Action:** Requires a Motion

**Background:** In September, the School Board approved a preliminary school district levy for taxes payable in 2023. The levy has been reviewed at a Business Committee meeting held on December 14th. At the meeting on the 14<sup>th</sup>, the consensus of the committee was to recommend a levy of \$7,143,023.38. An opportunity for citizen input was held through the Truth in Taxation presentation completed earlier tonight.

**Presentation:** Business Manager  
Finance Committee

**Options/Recommendation:** I recommend approval of the certification of the school district levy in the amount of \$7,143,023.38 for taxes payable in 2023.

	A	B	C	D	E	F	G	H	I	J	K
1	St. Peter Public Schools			Final	Final	Final	Final	Preliminary	Final	Difference	
2	Levy 22, Pay 23, Fiscal Year 2024			Levy 18	Levy 19	Levy 20	Levy 21	levy 22	levy 22	from last	
3	12-10-2022 Final Levy Report			Pay 19	Pay 20	Pay 21	Pay22	Pay 23	Pay 23	yrs levy	
4				FY 20	FY21	FY22	FY23	FY24	FY 24		
5				12/01/18	12/01/19	12/01/20	11/30/21	9/9/2022	44,905		
6											
7	General Fund										
8											
9	Operating referendum (voter approved)	rmv		314,120	301,874	315,792	774,764	759,274	759,274	-15,490	
10	Op ref			0	0	0	0	0	0	0	
11	Local optional revenue - Tier 2	rmv		734,444	786,377	831,926	830,427	876,511	876,511	46,084	
12	LOR Tier 2 Adjustment	rmv		299,913	-5,481	-5,333	2,775	-3,271	-3,271	-6,046	
13	Local optional Tier 1 new FY21 -replace BD Tier 1				326,527	343,743	366,147	358,557	358,557	-7,590	
14	Subtotal of referendum levies			1,348,477	1,409,297	1,486,128	1,974,113	1,991,071	1,991,071	16,958	
15											
16	Equity Levy	rmv		272,879	287,522	302,126	285,323	303,163	303,163	17,840	
17	Transition Levy	rmv		43,487	46,551	48,691	49,777	51,921	51,921	2,144	
18	location equity			-3,049	-3,445	-13,006	6,766	-3,949	-3,949	-10,715	
19	Capital Project Levy	ntc		575,902	0	0	0	0	0	0	
20	Student achievement levy phased out levy 17 new lev	ntc		0	0	0	0	0	0	0	
21	Operating Capital Levy	ntc		134,927	114,660	128,028	150,301	157,661	157,661	7,360	
22	Achievement and intergration - new 2018			76,946	82,351	83,085	69,320	69,291	69,291	-29	
23	Q comp			0	200,918	217,900	189,354	194,820	194,820	5,466	
24	Reemployment Levy	ntc		1,507	1,816	21,273	17,563	50,000	50,000	32,437	
25	Safe School Levy	ntc		89,486	94,810	89,875	87,491	77,643	77,643	-9,848	
26	Career Technical	ntc		12,389	67,226	116,644	106,304	108,307	108,307	2,003	
27	Postemployment Benefits (OPEB)	ntc		265,000	350,000	310,000	310,000	310,000	270,000	-40,000	
28	Health & Safety	ntc		0	0	0	0	0	0	0	
29	Deferred Maintenance	ntc		0	0	0	0	0	0	0	
30	LTFM new 2017			433,534	503,654	435,469	401,511	356,809	356,809	-44,702	
31	Building Lease	ntc		161,283	157,000	161,097	40,925	43,287	43,287	2,362	
32	Abatement Adjustments	ntc		811	-1,431	1,947	8,384	-3,332	-3,332	-11,716	
33	Total of General Fund Categories			3,413,579	3,310,927	3,389,257	3,697,132	3,706,691	3,666,691	-30,441	
34											
35	Community Education Levy										
36	Basic Community Education	ntc		113,415	113,415	113,415	119,772	119,772	119,772	0	
37	ECFE	ntc		38,051	38,578	37,774	36,801	39,972	39,972	3,171	
38	Home Visits	ntc		679	653	764	667	757	757	90	
39	School Age Care	ntc		8,500	8,500	8,500	8,500	8,500	8,500	0	
40	Adjustments	ntc		127	-80	111	453	-87	-87	-540	
41	Community Education Total	ntc		160,782	161,066	160,564	166,193	168,913	168,913	2,720	
42											
43	Debt Service Levy										
44	Non Voter approved debt service levy	ntc		0	0	0	0	0	0	0	
45	Voter approved Bond new 2017	ntc		3,052,979	3,227,543	3,409,455	3,412,080	3,459,068	3,459,068	46,988	
46	reduction debt excess			0	-57,948	-164,072	-168,821	-151,720	-151,720	17,101	
47	Advace abate adjust				-1,087	2,607	9,234	74	74	-9,160	
48	Total Debt Service Levy	ntc		3,052,979	3,168,508	3,247,990	3,252,493	3,307,422	3,307,422	54,929	
49											
50	Levy Totals			6,627,340	6,640,501	6,797,811	7,115,818	7,183,026	7,143,026	27,208	0.38%



## ADDENDUM

### REGULAR BOARD MEETING December 19, 2022 SPCC-Governor's Room 6:30PM

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#### VIII. ACTION ITEMS

##### ***3. AGENDA ITEM #3***

**Subject:** Consider a Resolution Establishing Combined Polling Places

**Action:** Requires a Resolution

**Background:** In 2017, The Minnesota Legislature passed a law requiring school districts to pass a resolution on an annual basis designating their Combined Polling Places for the following year regardless if there is an election scheduled for that year or not.

Once the resolution is passed, the resolution will be forwarded to both the Nicollet County Auditor and the Le Sueur County Auditor.

**Presentation:** Superintendent of Schools

**Options/Recommendation:** I recommend that your approval of the attached resolution.

## Saint Peter Public Schools

Board Member \_\_\_\_\_ introduced the following Resolution and moved its adoption:

### **RESOLUTION CONFIRMING COMBINED POLLING PLACES FOR 2024 SCHOOL DISTRICT ELECTIONS**

WHEREAS, the Board is proposing this resolution in order to confirm and clarify the polling places for the 2023 School District election. The Board is proposing a change to the polling place location for those living outside the city limits in Nicollet County, and noting that the polling place designated by the City of St. Peter for residents of Ward 1 is now at the National Guard Armory.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 508-01, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the School District which have been established by the cities or towns located in whole or in part within the School District. The Board hereby confirms those precincts and polling places so established by those municipalities.
2. Pursuant to Minnesota Statutes, § 205A.11, the board may establish combined polling places for several precincts for school district elections not held on the day of another election in the precincts. Each combined polling place must be a polling place that has been designated by a county or municipality. The designation of a polling place remains effective until a different polling place is designated.
3. Therefore, pursuant to Minn. Stat. § 205A.11, subdivision 1, voters in St. Peter precincts must vote in the School Board election at the polling place designated for their precinct by the City of St. Peter. These polling places, as established by the City of St. Peter for elections in calendar year 2020 are as follows:
  - **Ward 1—Precincts 1 and 2:** National Guard Armory, 1120 North Swift Street, St. Peter, Minnesota 56082.
  - **Ward 2—Precinct 1:** Community Center, Door "A", 600 South Fifth Street, St. Peter, Minnesota 56082.
  - **Ward 2—Precinct 2:** Community Center, Door "B", 600 South Fifth Street, St. Peter, Minnesota 56082.
4. School District residents outside of the City of St. Peter will vote at the Combined

Polling Places previously designated by the School District, as follows:

- **Outside St. Peter City Limits in Nicollet County:** Johnson Hall, 400 Union Street, St. Peter, Minnesota 56082.
- **Outside St. Peter City Limits in Le Sueur County:** Kasota Community Center, 200 North Webster Street, Kasota, Minnesota 56050.

5. The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located, in whole or in part, within thirty (30) days after its adoption.

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

and the following voted against the same:

whereupon said Resolution was declared duly passed.

Dated: December 19, 2022

\_\_\_\_\_  
Charlie Potts, Board Clerk



## ADDENDUM

### REGULAR BOARD MEETING December 19, 2022 SPCC-Governor's Room 6:30PM

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#### VIII. ACTION ITEMS

##### **4. AGENDA ITEM #4**

**Subject:** Consider Second Reading of Revisions to the Policy Manual

**Action:** Requires a Motion

**Background:** The Policy Committee reviewed the following policies and have brought them forward for a second reading.

Deletion of Policy 5.6 Other Working Conditions (Old Numbering System)

Deletion of Policy 6.14 Inclusive Education Program (Old Numbering System)

Policy 624 Online Learning Options

**Presentation:** Superintendent of Schools  
Policy Committee

**Options/Recommendation:** I recommend approving this policy.

## **005. PERSONNEL**

### **005.6 Other Working Conditions**

#### **I. GENERAL STATEMENT OF POLICY**

##### **A. Department Chairpersons/Grade Level Leaders**

It is the policy of Independent School District 508 that the School Board may exercise its sole discretion in determining whether or not department chairpersons and/or grade-level leaders shall be employed to strengthen the instructional program of the School District.

When department chairs and/or grade-level teachers are employed, the group that they represent will recommend to the building level principal the individuals that wish to serve as department chairperson and/or grade level leaders. If approved by the building level principal, the list will be presented to the Superintendent for final approval.

##### **B. Recognition for Employee Service**

It shall be the policy of the School Board of Independent School District 508 to recognize, upon retirement or resignation, the service of employees who have served the district for a minimum of ten (10) consecutive years. Such recognition shall include an appropriate message inscribed on a brass hand bell and shall be presented to the employee by an officer of the School Board.

In addition, the School Board will recognize all employees for twenty-five (25) years of service by the issuance of a plaque.

The Customer Care Committee, made up of representation of various employee groups, may put in place other employee recognition awards with approval of the superintendent of schools.

##### **C. School District Imposed Changes to Working Conditions**

It may become necessary from time to time to unilaterally impose rules and regulations that may change the working conditions of teachers. Prior to adopting any policy, that may materially change the working conditions of teachers, the School Board or a designee of the School Board will meet and confer with members of the

teachers bargaining unit.

**D. Substitute Teachers**

Compensation for substitute teachers shall be reviewed annually by the Superintendent of Schools. Any changes in the substitute teacher rate will be approved by the School Board. Teachers who substitute for the same classroom teacher for a period of thirty (30) consecutive working days or longer shall be placed on the salary schedule retroactively at the beginning step of the appropriate lane.

**E. Teacher Strikes**

The School Board has determined that in the event of a work stoppage by the Teacher's Association of the School District, the following policy provisions shall be in effect:

1. A decision regarding the operation of the school district will be made by the School Board as soon as is practical;
2. All School District activities shall cease, all activity programs shall be cancelled and there shall be no rescheduling or make-up of any game, meet, or other activity;
3. Teachers shall not be permitted to enter the School District buildings;
4. All non-striking personnel whose services are not required during the strike shall be temporarily laid off;
5. The Superintendent is directed to implement these policies and to secure the School District buildings and facilities; and
6. The following shall serve, as designated:

Board Spokesperson -----	Board Chairperson
Public Information Person -----	Superintendent
Strike Control Committee -----	Superintendent
	All Principals
	Board Chairperson, Board Negotiator
	Building and Grounds Supervisor

## **F. Staff Members Transporting Students**

Employees possessing a valid driver's license may transport students in school vehicles or school vans provided that proper training in such transportation has occurred and is documented on an annual basis.

## **G. Swimming Instructors**

It is the policy of the School District that the instructor of swimming for physical education classes shall have a proof of certification in water safety instruction in the appropriate principal's office.

## **H. Automatic Payroll Deposit**

All regular employees will be paid through the automatic payroll deposit program.

Net payroll amounts will be deposited each payroll period in an employee's checking and/or savings account. The following procedures are to be followed in the automatic payroll deposit program:

1. Each employee must provide an original institution voided check for the account(s) they are requesting the monies to be deposited in;
2. Employees will be allowed changes on a monthly basis for the amounts deposited to each account or the location of the account. The School District payroll department must receive proper notification by the 25th of the month to allow changes for the following month; and
3. Each employee will receive an explanation of the gross salary, the various payroll deductions, and the net deposit at least two days prior to the designated payroll date each month.

## **I. Resale of Goods and Materials to School District Employees**

The School District will not resell goods and materials to School District employees except as set forth under applicable state law.

This policy is not intended to restrict the purchase of goods and materials sold by students as money-raising projects.

Reviewed: December 1999  
June 2004  
November 2012  
August 2016

## **006. INSTRUCTION**

### **006.1 Selection of Instructional Materials**

#### **006.14 Inclusive Education Program**

## **I. PURPOSE**

The purpose of this policy is to inform students, teachers, and parents of the district's commitment to provide equal educational opportunities to all students attending district schools regardless of their cultural or socioeconomic background, gender, or disability.

## **II. GENERAL STATEMENT OF POLICY**

The School Board is committed to delivering an inclusive educational program which encourages understanding and nondiscriminatory treatment of people of all cultures, socioeconomic background, gender, and disabilities.

## **III. DEFINITIONS**

A. Inclusive educational program: A curriculum that is developed and delivered so that students and staff gain an understanding and appreciation of:

1. the cultural diversity of the United States;
2. the historical and contemporary contributions of women and men to society; and
3. the historical and contemporary contributions to society by people with disabilities.

B. Instruction: a teacher-led process, which delivers well-planned curriculum into student learning. Instruction is teaching with the purpose of providing meaningful learning experiences that enable all students to meet intended learner outcomes.

C. Curriculum: a written plan including standards, benchmarks, essential questions, an assessment plan, instructional resources and strategies, and time allocations for emphasis and pacing for the content to be taught.

## **IV. REGULATIONS**

- A. The district's Inclusive Educational Program must be in compliance with Minnesota's Multicultural, Gender-fair Curriculum Rule 3500.0550, adopted by the state in December 1988 and printed in the State Register May 30, 1989. Renamed Inclusive Educational Program, 1995.

**V. REQUIREMENTS**

- A. Development of the district's Inclusive Educational Program will occur as part of the district curriculum review process.

First Reading: January 6, 2011

Adopted: February 10, 2011

Reviewed: March, 2013  
November, 2016

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 624

Orig. 2003

Revised: \_\_\_\_\_

Rev. 2019

## 624 ONLINE LEARNING OPTIONS

~~***[Note: The provisions of this policy substantially reflect the statutory requirements of Minn. Stat. § 124D.095, the Online Learning Option Act.]***~~

### I. PURPOSE

The purpose of this policy is to recognize and govern online learning options of students enrolled in the school district for purposes of compulsory attendance and address enrollment of students with an online learning provider 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 learning.
- B. The school district shall grant academic credit for completing the requirements of an online learning course or program.
- C. The school district shall allow an online learning student to have the same access to the computer hardware and education software available in the school district as all other students in the school district. An online learning provider must assist an online learning student whose family qualifies for education tax credit to acquire computer hardware and educational software for online learning purposes.
- D. The school district shall continue to provide non-academic services to online learning students.
- E. Online learning students may participate in the extracurricular activities of the school district on the same basis as other enrolled students.

~~***[Note: The school district may itself offer digital learning to its enrolled students. Such digital learning does not generate online learning funds. To the extent digital learning is offered by the school district only to its enrolled students, it is not subject to the Minnesota Department of Education (MDE) reporting or review requirements unless the school district is a full-time online learning provider. See Minn. Stat. § 124D.095, Subd. 4(d) and (e).]***~~

~~***To the extent the school district provides to resident students curriculum that has both physical and electronic components, the school district must make the electronic component accessible to a resident student in a home school at the request of the home-schooled student or student's parent or guardian, provided that the school district does not incur more than an incidental cost as a result of providing access electronically. See Minn. Stat. § 123B.42.]***~~

### III. DEFINITIONS

- A. "Blended learning" is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.
- B. "Digital learning" is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.

- C. "Enrolling district" means the school district or charter school in which a student is enrolled under Minn. Stat. § 120A.22, Subd. 4, for purposes of compulsory education.
- D. "Full-time online learning provider" means an enrolling school authorized by the Minnesota Department of Education (MDE) to deliver comprehensive public education at any or all of the elementary, middle, or high school levels.
- E. "Online learning course syllabus" is a written document that an online learning provider transmits to the enrolling school district using a format prescribed by the Commissioner of MDE (Commissioner) to identify the state academic standards embedded in an online learning course, the course content outline, required course assessments, expectations for actual teacher contact time, and other student-to-teacher communications, and the academic support available to the online learning student.
- F. "Online learning" is a form of digital learning delivered by an approved online learning provider under Paragraph III.H.
- G. "Online learning student" is a student enrolled in an online learning course or program delivered by an authorized online learning provider.
- H. "Online learning provider" is a school district, an intermediate school district, or an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.
- I. "Student" is a Minnesota resident enrolled in a public school, a nonpublic school, church or religious organization, or home school in which a child is provided instruction in compliance with Minn. Stat. §§ 120A.22 and 120A.24.
- J. "Supplemental online learning" means an online learning course taken in place of a course period at a local district school.

#### **IV. PROCEDURES**

- A. Dissemination and Receipt of Information
  - 1. The school district shall make available information about online learning to all interested people. The school district may utilize the list of approved online learning providers and online learning courses and programs developed, published, and maintained by MDE.
  - 2. The school district will receive and maintain information provided to it by online learning providers.
  - 3. The online learning provider must report or make available information on an individual student's progress and accumulated credit to the student, the student's parent, and the enrolling district in a manner specified by the Commissioner unless the enrolling district and the online learning provider agree to a different form of notice and notify the Commissioner.
  - 4. The enrolling district must designate a contact person to help facilitate and monitor the student's academic progress and accumulated credits toward graduation.
- B. Student Enrollment
  - 1. A student may apply for full-time enrollment in an approved online learning program. The student must have the written consent of a parent or guardian to do so if the student is under eighteen (18) years of age.

2. The student and the student's parents must submit an application to the online learning provider and identify the student's reason for enrolling. An online learning provider that accepts a student under this section must notify the student and the enrolling district in writing within ten days if the enrolling district is not the online learning provider. The student and the student's parent must notify the online learning provider of the student's intent to enroll in online learning within ten days of being accepted, at which time the student and the student's parent must sign a statement indicating that they have reviewed the online course or program and understand the expectations of enrolling in online learning. The online learning provider must use a form provided by MDE to notify the enrolling district of the student's application to enroll in online learning.
3. The supplemental online learning notice to the enrolling district when a student applies to the online learning provider will include the courses or program, credits to be awarded, and the start date of the online learning course or program. An online learning provider must make available the supplemental online learning course syllabus to the enrolling district. Within 15 days after the online learning provider makes information in this paragraph available to the enrolling district, the enrolling district must notify the online learning provider whether the student, the student's parent, and the enrolling district agree or disagree that the course meets the enrolling district's graduation requirements. A student may enroll in a supplemental online learning course up to the midpoint of the school district's term. The school district may waive this requirement for special circumstances with the agreement of the online learning provider.
4. An online learning course or program that meets or exceeds a graduation standard or the grade progression requirement of the enrolling district as described in the provider's online learning course syllabus meets the corresponding graduation requirements applicable to the student in the enrolling district. If the enrolling district does not agree that the course or program meets its graduation requirements, then the enrolling district must make available an explanation of its decision to the student, the student's parent, and the online learning provider; and the online learning provider may make available a response to the enrolling district, showing how the course or program meets the graduation requirements of the enrolling district.
5. An online learning student may enroll in supplemental online learning courses equal to a maximum of 50 percent of the student's full schedule of courses per term during a single school year, and the student may exceed the supplemental online learning registration limit if the enrolling district permits for supplemental online learning enrollment above the limit or if the enrolling district and the online learning provider agree to the instructional services. To enroll in more than 50 percent of the student's full schedule or courses per term in online learning, the student must qualify to exceed the supplemental online learning registration limit or apply to enroll in an approved full-time online learning program consistent with Paragraph IV.B.2. above. Full-time online learning students may enroll in classes at a local school under a contract for instructional services between the online learning provider and the school district.
6. An online learning student may complete course work at a grade level that is different from the student's current grade level.
7. An online learning student may enroll in additional courses with the online learning provider under a separate agreement that includes terms for paying any tuition or course fees.

C. Classroom Membership and Teacher Contact Time

1. The enrolling district may reduce an online learning student's regular classroom instructional membership in proportion to the student's membership in online learning courses.
2. The school district may reduce the course schedule of an online learning student in proportion to the number of online learning courses the student takes from an online learning provider other than the school district.
3. A teacher with a Minnesota license must assemble and deliver instruction to enrolled students receiving online learning from an enrolling district. The delivery of instruction occurs when the student interacts with the computer or the teacher and receives ongoing assistance and assessment of learning. The instruction may include curriculum developed by persons other than a teacher holding a Minnesota license.
4. The online learning provider, other than a digital learning provider offering digital learning to its enrolled students only under Minn. Stat. § 124D.095, Subd. 4(d), must give the Commissioner written assurance that all courses meet state academic standards and the online learning curriculum, instruction, and assessment expectations for actual teacher contact time or other student-teacher communications and academic support meet nationally recognized standards and are described as such in an online learning course syllabus that meets the Commissioner's requirements.

D. Academic Credit; Graduation Standards or Requirements

1. The school district shall apply the same graduation requirements to all students, including online learning students.
2. The school district shall use the same criteria for accepting online learning credits or courses as it does for accepting credits or courses for nonresident transfer students under Minnesota law.
3. The school district may challenge the validity of a course offered by an online learning provider. Such a challenge will be filed with MDE.
4. The school district shall count secondary credits granted to an online learning student toward its graduation and credit requirements.
5. If a student completes an online learning course or program that meets or exceeds a graduation standard or grade progression requirement at the school district, that standard or requirement will be met.
6. Weighted grades will also be applicable if the school district has adopted a policy to offer weighted grades.

**Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120A.24 (Reporting)  
Minn. Stat. § 123B.42, Subd. 1a (Curriculum; Electronic Components)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)  
Minn. Stat. § 124D.095 (Online Learning Option Act)

**Cross References:** [MSBA/MASA Model Policy 509](#) (Enrollment of Nonresident Students)  
[MSBA/MASA Model Policy 605](#) (Alternative Programs)

~~MSBA/MASA Model~~ Policy 608 (Instructional Services – Special Education)  
~~MSBA/MASA Model~~ Policy 613 (Graduation Requirements)  
~~MSBA/MASA Model~~ Policy 620 (Credit for Learning)



## ADDENDUM

### REGULAR BOARD MEETING December 19, 2022 SPCC-Governor's Room 6:30PM

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#### IX. INFORMATION ITEMS

<b>1. AGENDA ITEM #1</b>
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**Subject:** First Reading of Revisions to Policy Manual

**Background:** The following policies were reviewed by the Policy Committee and brought forward for a first reading:

Policy 409 Employee Publications, Instructional Materials, Inventions, and Creations (Previously 005.81)

Policy 516 Student Medication/Medical Treatment or Procedures

Policy 713.1 Concession Stands (Previously 004.7)

Policy 713.2 Booster Clubs (Previously 004.8)

Policy 806 Crisis Management Policy (Previously 003.61)

Policy 534 Unpaid Meal Charges

**Presentation:** Superintendent Gronseth  
Policy Committee

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 409

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2008

## **409 EMPLOYEE PUBLICATIONS, INSTRUCTIONAL MATERIALS, INVENTIONS, AND CREATIONS**

### **I. PURPOSE**

The purpose of this policy is to identify and reserve the proprietary rights of the school district to certain publications, instructional materials, inventions, and creations which employees may develop or create, or assist in developing or creating, while employed by the school district.

### **II. GENERAL STATEMENT OF POLICY**

Unless the employee develops, creates or assists in developing or creating a publication, instructional material, computer program, invention or creation entirely on the employee's own time and without the use of any school district facilities or equipment, the employee shall immediately disclose and, on demand of the school district, assign any rights to publications, instructional materials, computer programs, materials posted on websites, inventions or creations which the employee develops or creates or assists in developing or creating during the term of employee's employment ~~and for \_\_\_\_\_~~ *[school district should select time] thereafter*. In addition, employees shall sign such documents and perform such other acts as may be necessary to secure the rights of the school district relating to such publications, instructional materials, computer programs, materials posted on websites, inventions and/or creations, including domestic and foreign patents and copyrights.

### **III. DISTRIBUTION OF INCOME**

If any net income is realized from any activity under Section II above, the net income shall be divided as follows: (1) 33 1/3 percent to the creator; and (2) 66 2/3 percent to the School District.

### **IV. NOTICE OF POLICY**

The school district shall give employees notice of this policy by such means as are reasonably likely to inform them of this policy.

**Legal References:** Minn. Stat. § 181.78 (Agreements; Terms Relating to Inventions)  
17 U.S.C. § 101 *et seq.* (Copyrights)

**Cross References:**

## **516 STUDENT MEDICATION**

### **I. PURPOSE**

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school. The School District will not permit any student under the age of 18 to receive vaccinations without parent permission.

### **II. GENERAL STATEMENT OF POLICY**

The school district acknowledges that some students may require prescribed drugs or medication during the school day. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

### **III. REQUIREMENTS**

- A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
- B. An "Administering Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minn. Stat. § 152.22, Subd. 6.
- C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.
- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
- F. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
- G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- H. The District will obtain and possess Narcan (naloxone) to be maintained and

administered by trained school staff to a student or other individual if it is determined in good faith that person is experiencing an opioid overdose.

1. Minnesota Statute 604A.04 "Good Samaritan Overdose Protection" allows for "A person who is not a healthcare professional who acts in good faith administering an opioid antagonist to another person whom the person believes in good faith to be suffering an opioid overdose is immune from criminal prosecution for the act and is not liable for any civil damages for acts or omissions resulting from the act."
  2. In accordance with this statute, the individual who is seeking assistance and the individual who is experiencing an overdose have limited immunity from prosecution.
  3. Stock Narcan (naloxone) will be clearly labeled and stored in spaces throughout the Middle and High School accessible by trained staff.
  4. Health Services and School Administration will identify appropriate staff to be trained annually at each school site.
- I. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
- J. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minn. Stat. § 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.
- K. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.
- L. Specific Exceptions:
1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;
  2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;
  3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;

4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;
5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
  - a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;
  - b. the rescue inhaler is properly labeled for that student; and
  - c. the parent has not requested school personnel to administer the medication to the student.

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

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

6. Medications:
  - a. that are used off school grounds;
  - b. that are used in connection with athletics or extracurricular activities; or
  - c. that are used in connection with activities that occur before or after the regular school day

are not governed by this policy.

7. Nonprescription Medication. A [high school student \(9-12\)](#) may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:
  - a. possess epinephrine auto-injectors; or
  - b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

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

**M.** "Parent" for students 18 years old or older is the student.

**N.** Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

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

**O.** Procedure regarding unclaimed drugs or medications.

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

is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

**Legal References:** Minn. Stat. § 13.32 (Student Health Data)  
Minn. Stat. § 121A.21 (Hiring of Health Personnel)  
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)  
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)  
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)  
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)  
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)  
Minn. Stat. § 152.01 (Definitions)  
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)  
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)  
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)  
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

**Cross References:** Policy 418 (Drug-Free Workplace/Drug-Free School)

## **004.7 713.1 Concession Stands (ongoing)**

### **I. PURPOSE**

The purpose of this policy is to:

- A. provide clear and consistent guidelines for the operation of district concessions;
- B. ensure proper handling of all funds associated with the sale of products; and
- C. meet health and safety regulations for the sale and disbursement of food/beverage items on school property and at school events.

### **II. GENERAL STATEMENT OF POLICY**

The School District shall be responsible for the sale and serving of food, beverage, or product within the concession stands of the Districts.

### **III. GUIDELINES AND REQUIREMENTS**

- A. The School District will provide the management and coordination for concession stands within the District by:
  - i. establishing rules and procedures for the operation of the concession stands.
  - ii. determining all menus and prices.
  - iii. being responsible for the ordering, receiving, and inventory of all food/non-food products sold from the concession stands. All product procurement will follow rules, guidelines, and agreements established by the School District.
  - iv. assigning a minimum of one (1) paid worker for each concession stand event.
  - v. assuring that 100 percent of the net revenue of a concession event(s) will be credited to the ~~General Fund. capital projects fund for the appropriate activity area of the high school (i.e. gymnasium, pool, theatre, athletic complex).~~ General Fund.
- B. All equipment purchases for concessions are considered concession expenditures and will be funded from gross concession revenue. The exception to this requirement is that the use of bond construction proceeds shall be allowed to purchase initial concessions equipment for renovated or new facilities.

## **004.8 713.2 BOOSTER CLUBS (ongoing)**

### **I. PURPOSE**

The purpose of this policy is to:

- A. provide clear and consistent guidelines for the booster clubs supporting co-curricular activities within the School District; and
- B. ensure compliance with federal and state statutes (Title IX, the Office of Civil Rights requirements, and Minnesota State High School League guidelines) related to the:
  - 1. equitable treatment of all students, and
  - 2. providing a mechanism to ensure equivalency.

### **II. GENERAL STATEMENT OF POLICY**

The District is responsible for providing equivalent benefits, treatment, services, and opportunities to males and females, and it is responsible for having a mechanism in place to ensure equivalency in these areas.

### **III. DEFINITIONS**

- A. A booster club is defined as an organization that is formed to help support a middle school or high school activity.

### **IV. GUIDELINES AND REQUIREMENTS**

- A. It is the District's policy that all booster club activity related to raising money for co-curricular activities must be done in full cooperation and knowledge of the School District.
- B. The School District has the authority to accept or deny expenditure requests from booster clubs. The School District has the sole responsibility for all facets of the co-curricular program including, but not limited to, banquets, end-of-season awards, and purchases in support of the program.
- C. The School District will:
  - 1. Be responsible for reviewing expenditure requests based on federal and state statutes related to Title IX, the Office of Civil Rights, and the Minnesota State High School League.
  - 2. Be responsible for the ordering, receiving, and inventory of all approved expenditures. Equipment purchased using booster club funds becomes the property of the School District.
- D. Booster clubs will:
  - 1. make all expenditure requests through the School District. This includes but is not limited to equipment, coaching positions, travel, and banquet expenses.
  - 2. not pay for an athlete's sport participation fee or for fees to attend camps or clinics.

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 806

Orig. 1999

Revised: \_\_\_\_\_

Rev. 2014

## 806 CRISIS MANAGEMENT POLICY

***[Note: The Commissioner of Education is required to maintain and make available to school boards and charter schools a Model Crisis Management Policy. See Minn. Stat. § 121A.035. School boards and charter schools must adopt a Crisis Management Policy to address potential crisis situations in their school districts or charter schools. Id. This Model Crisis Management Policy was originally the result of a collaborative effort between the Minnesota Department of Education, Division of Compliance and Assistance; the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management; and the Minnesota School Boards Association.]***

### I. PURPOSE

The purpose of this Model Crisis Management Policy is to act as a guide for school district and building administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. For purposes of this Policy, the term, "school districts," shall include charter schools. The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored building-specific crisis management plans for each school building in the school district, and sections or procedures may be added or deleted in those crisis management plans based on building needs.

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

### II. GENERAL INFORMATION

#### A. The Policy and Plans

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

The school district's administration and/or the administration of each building shall present tailored building-specific crisis management plans to the school board for review and approval. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Upon approval by the school board, such crisis management plans shall be an addendum to this Crisis Management Policy. This Policy and the plans will be maintained and updated on an annual basis.

#### B. Elements of the District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating their building-specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency first responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the school district will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in the development of building-specific crisis management plans.

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

***[Note: More specific information on planning for children with special needs can be found in the Comprehensive School Safety Guide (2011 Edition) and United States Department of Education’s document entitled, “Practical Information on Crisis Planning, a Guide for Schools and Communities.” A website link is provided in the resource section of this Policy.]***

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

***[Note: State law requires a minimum of five school lock-down drills each school year. See Minn. Stat. § 121A.035.]***

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

developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.

***[Note: State law requires a minimum of five school fire drills, consistent with Minn. Stat. § 299F.30, and one school tornado drill each school year. See Minn. Stat. § 121A.035.]***

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

***[Note: The Comprehensive School Safety Guide (2011 Edition) has sample lock-down procedures, evacuation procedures, and sheltering procedures.]***

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

***[Note: The Comprehensive School Safety Guide (2011 Edition) includes crisis-specific procedures.]***

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

***[Note: The Comprehensive School Safety Guide (2011 Edition) has a sample School Emergency Response Team list.]***

- b. Leaders. The building administrator or his or her designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the

primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

C.

### III. PREPARATION BEFORE AN EMERGENCY

#### A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.
2. Students and Parents. Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

#### B. Planning and Preparing for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)

***[Note: Evacuation areas at least 50 feet from school buildings are recommended but not mandated by statute or rule. Evacuation areas should be selected based on safety and the individual school site's proximity to streets, traffic patterns, and other hazards.]***

2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building,

will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.

5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minn. Stat. § 299F.30. See Minn. Stat. § 121A.035.

***[Note: The State Fire Marshal advises schools to defer fire drills during the winter months.]***

6. A record of fire drills conducted at the building will be maintained in the building administrator's office.

***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample fire drills schedule and log.]***

7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample fire procedure form, evacuation/relocation and student reunification/release procedures, and planning for student reunification.]***

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

***[Note: For single building school districts, such as charter schools, a secondary location for the diagrams and site plans will be included in the district's Crisis Management Policy and may include filing documents with a charter school sponsor, or compiling facility diagrams and site plans on a CD-Rom and distributing copies to first responders or sharing the documents with first responders during the crisis planning process.]***

***[Note: To the extent data contained in facility diagrams and site plans constitute security information pursuant to Minn. Stat. § 13.37, school districts are advised to consult with appropriate officials and/or legal counsel prior to dissemination of the facility diagrams or site plans to anyone other than first responders.]***

D. Emergency Telephone Numbers

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

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

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

***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample Emergency Phone Numbers list.]***

E. Warning and Notification Systems

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

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

F. Early School Closure Procedures

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

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

***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, provides universal procedures for severe weather shelter.]***

G. Media Procedures

The superintendent has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The

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

***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample Media Procedures form.]***

H. Behavioral Health Crisis Intervention Procedures

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

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. Designate specific rooms as private counseling areas.
3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
4. Prohibit media from interviewing or questioning students or staff.
5. Provide follow-up services to students and staff who receive counseling.
6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

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

1. Physical/structural recovery.
2. Fiscal recovery.
3. Academic recovery.
4. Social/emotional recovery.

***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Recovery section, addresses the recovery components in more detail.]***

#### **IV. SAMPLE PROCEDURES INCLUDED IN THIS POLICY**

Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. Additional sample procedures may be found in the Response section of the Comprehensive School Safety Guide (2011 Edition). After approval by the school board, an adopted procedure will become an addendum to the Crisis Management Policy.

- A. Fire
- B. Hazardous Materials
- C. Severe Weather: Tornado/Severe Thunderstorm/Flooding
- D. Medical Emergency
- E. Fight/Disturbance
- F. Assault
- G. Intruder
- H. Weapons
- I. Shooting
- J. Hostage
- K. Bomb Threat
- L. Chemical or Biological Threat
- M. Checklist for Telephone Threats
- N. Demonstration
- O. Suicide
- P. Lock-down Procedures
- Q. Shelter-In-Place Procedures
- R. Evacuation/Relocation
- S. Media Procedures
- T. Post-Crisis Procedures
- U. School Emergency Response Team
- V. Emergency Phone Numbers
- W. Highly Contagious Serious Illness or Pandemic Flu

## V. MISCELLANEOUS PROCEDURES

### A. Chemical Accidents

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

***[Note: School buildings must maintain Material Safety Data Sheets (M.S.D.S.) for all chemicals on campus. State law, federal law, and OSHA require that pertinent staff have access to M.S.D.S. in the event of a chemical accident.]***

### B. Visitors

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

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

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

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

***[Note: The Every Student Succeeds Act, 20 U.S.C. § 6301, et seq.; Title IX, 20 U.S.C. § 1681, et seq.; and the Unsafe School Choice Option, 20 U.S.C. § 7912, require school districts to establish such transfer procedures.]***

### D. Radiological Emergencies at Nuclear Generating Plants [OPTIONAL]

School districts within a 10 mile radius of the Monticello or Prairie Island nuclear power plants will implement crisis plans in the event of an accident or incident at the power plant.

Questions relative to the creation or implementation of such plans will be directed to the Minnesota Department of Public Safety.

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

**Cross References:** MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 501 (School Weapons Policy)

MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to  
Remove Students with IEPs from School Grounds)  
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)  
[https://dps.mn.gov/divisions/sfm/documents/2201comprehensiveschools  
afetyguide.pdf](https://dps.mn.gov/divisions/sfm/documents/2201comprehensiveschoolsafetyguide.pdf)

## **003.61 806 Crisis Management Plan**

### **I. PURPOSE**

The purpose of the Crisis Management Plan is to act as a guide for district and building administrators in preparing a site-specific Crisis Management Plan.

### **II. GENERAL INFORMATION**

#### **A. The Policy and Plans**

The School District will create and update a Crisis Management Plan created in consultation with local community response agencies and other appropriate individuals and groups likely to be involved in assisting with a school emergency. Each building administrator will tailor a Crisis Management Plan to meet that building's specific situation and needs.

The School District administration and/or the administration of each building will present tailored Crisis Management Plan to the school board for review and approval.

#### **B. Elements of the Crisis Management Plan**

1. General Crisis Procedures. The Crisis Management Plan will include general crisis procedures for securing the building, classroom evacuation, building evacuation, campus evacuation, and sheltering. It will designate the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating the building-specific crisis-management plans. Each building will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in development of the building-specific crisis-management plans.
  - a. Lock-Down Procedures. Lock-down procedures will be used in situations that may result in harm to persons inside the school building, such as a shooting, hostage incident, intruder, trespassing, disturbance, or at the discretion of the building administrator or designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. ~~The alert will be made using a preselected code word.~~ Provisions for emergency evacuation should be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis-management plan.
  - b. Evacuation Procedures. Classroom, building, and campus evacuations may be implemented at the discretion of the building administrator or designee. Each building's crisis-management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee, as appropriate. Safe areas may change depending on the emergency.
  - c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change depending on the emergency. The building administrator or designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for a building as part of the building-specific crisis-management plan.
  - d. Bombs and Bomb Threats. Procedures for addressing bomb threats include directions for the individual who receives or learns of a potential threat, the

responsibilities of school administration, and steps to follow if evacuation of a school building is required.

2. Crisis-Specific Procedures. The Crisis Management Plan includes crisis-specific procedures for potential crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed so that building administrators can tailor response procedures when creating building-specific crisis-management plans. Crisis-specific procedures shall include building-specific ~~ALICE (Alert, Lockdown, Inform, Counter, Evacuate)~~ procedures for each building.
3. School Closure Procedures. The superintendent will make decisions about closing a school or any school district building. Such decisions will be made by the superintendent as early in the day as possible. The school closure procedures will describe potential reasons for school closure (weather-related or a crisis situation), will specify how the decision will be communicated to staff, students, families and the school community (including means such as broadcast and social media, local authorities, or electronic notification), and will discuss factors to be considered in closing and reopening a school or school district building.
4. Media Procedures. The superintendent has the authority and discretion for notifying parents and guardians and the school community in the event of a crisis or early school closure.
5. Grief-Counseling Procedures. Grief-counseling procedures will provide for initiating a grief-counseling plan utilizing available resources such as the school psychologist, counselor, community grief counselors, or others in the community. The grief-counseling procedures will be used whenever determined by the superintendent or the building administrator to be necessary, such as after an assault, a hostage situation, shooting, or death. The grief-counseling procedures should include the following steps.
  - (1) Meet with school counseling staff to determine the level of intervention for students and staff (i.e. location of the crisis, witnesses, etc.).
  - (2) Designate specific rooms as private counseling areas.
  - (3) Escort siblings and close friends of the victim(s) and other highly stressed students and staff to counselors.
  - (4) Prohibit the media from questioning students or staff.
  - (5) Follow-up with students and staff who receive counseling.
  - (6) Resume normal routines as soon as possible.

#### 6. Long-Term Recovery Intervention Procedures

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

- (1) Physical/structural recovery.
- (2) Fiscal recovery.
- (3) Academic recovery.

- (4) Social/emotional recovery.

***[Note: The Comprehensive School Safety Guide (2011 Edition), under the Recovery section, addresses the recovery components in more detail.]***

7. Facility Diagrams and Site Plans School buildings will have a facility diagram and site plan showing at least the following: the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. The facility diagrams and site plans will be available in the office of the building administrator and in appropriate areas and will be kept on file in the school district office.
8. Emergency Contacts Each building will maintain a current list of emergency contact numbers, email addresses and the names and addresses of local and county personnel who are likely to be involved in resolving a crisis situation. The list will include contacts for agencies such as the police, fire, ambulance, hospital, the Poison Control Center, local, county, and state emergency management agencies, local public works department, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency, so that they may be contacted as appropriate. A copy of the list for each building will be kept on file in the school district office and will be updated annually.
9. Crisis Response Teams
  - a. Composition. The building administrator in each school building will select a crisis response team trained to respond in an emergency. All team members will be trained to carry out the building's crisis-management plan and have knowledge of procedures, evacuation routes, and safe areas. Team members must be willing to be actively involved with resolving crises and be available to assist when necessary. Each building will maintain a current list of crisis response team members and update it annually. A copy of the list will be kept on file in the school district office
  - b. Leaders. The building administrator or designee serves as the leader of the crisis response team and the primary contact for emergency response officials. When they are present, emergency response agents may elect to take command and control of the situation. It is critical in this situation that school officials assume a resource role and are available to the emergency response personnel.
10. Security Committee
  - a. The Superintendent of Schools shall be responsible for establishing a security committee charged with implementing and reviewing safety and security plans, programs and procedures designed to promote a safe and caring environment for students and staff.
  - b. The Security Committee shall include representation from all sites in the school district, ~~the school board~~ and school resource officers.
  - c. The Security Committee shall meet on a quarterly basis to address ongoing safety and security issues within the school district.
  - d. The Security Committee will be co-facilitated by school and police officials.
11. Warning Systems
  - a. The school district shall maintain a warning system designed to inform students, employees, and visitors in the facilities of a crisis or

emergency. This system shall be maintained on a regular basis under the maintenance plan for all school district buildings.

- b. It shall be the responsibility of the building administrator to inform students and employees of the system and the means by which the system is used to identify the specific crisis or emergency involved.

12. Off-Site Activities. The Superintendent will work with appropriate personnel to ensure that a Crisis Management Plan is in place for all off-site activities for students.

C. Communications Plan

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff should be aware of the school district's Emergency Action Plan and their own building's crisis-management plan. Employees shall receive a copy of the relevant building specific crisis-management plan and periodically shall receive training on plan implementation.
2. Students and Parents/Guardians. Students and parents/guardians shall be made aware of the school district's Crisis Management Plan and relevant tailored crisis-management plans for each school building. Students shall receive specific instruction on plan implementation and shall participate in a required number of drill and practice sessions throughout the year.

## **534 UNPAID MEAL CHARGES**

### **I. PURPOSE**

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

### **II. PAYMENT OF MEALS**

- A. Families can pay for meals online via Infinite Campus at no charge or submit a check or cash at any school office or cafeteria.
- B. All students, regardless of their lunch account balance, shall be offered a reimbursable school breakfast and lunch each school day.
- C. Students with a negative meal account balance of -\$20.00 or more are not allowed to charge for additional items, however students may purchase extra items with cash.
- ~~D. The school district may provide an alternate meal that meets federal and state requirements to a student who does not have sufficient funds in the student's account or cannot pay cash for a meal. The school district will accommodate special dietary needs with respect to alternate meals. The cost of the alternative meal will be charged to the student's account or otherwise charged to the student.~~
- E. When a student has a negative account balance, the student will not be allowed to charge a snack item.
- F. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

### **III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION**

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$200, not paid prior to the end of the school year will be turned over to the superintendent or superintendent's designee for collection. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.
- D. The school district may not deny any student the opportunity to participate in graduation ceremonies or other commencement activities

due to unpaid meal charges.

#### **IV. UNPAID MEAL CHARGES**

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$200, not paid prior to the end of the school year, will be turned over to the superintendent or superintendent's designee for collection. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.
- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- E. The school district may not deny any student the opportunity to participate in graduation ceremonies or other commencement activities due to unpaid meal charges.

#### **V. COMMUNICATION OF POLICY**

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
  - 1. all households at or before the start of each school year;
  - 2. students and families who transfer into the school district, at the time of enrollment; and
  - 3. all school district personnel who are responsible for enforcing this policy.
- B. The school district may post the policy on the school district's website, in addition to providing the required written notification described above.

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



## ADDENDUM

### REGULAR BOARD MEETING December 19, 2022 SPCC-Governor's Room 6:30PM

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#### IX. INFORMATION ITEMS

<b>2. AGENDA ITEM #2</b>
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**Subject:** Native American Parent Advisory Committee Update

**Background:** This item was carried forward from last month.

The Native American Parent Advisory was established in 2017 in response to a requirement by the State of Minnesota that all schools and districts with 10 or more Native American students have a Native American Parent Advisory Committee (NAPAC). The committee serves in an advisory role to help ensure that Native American students are receiving culturally relevant and equitable opportunities.

Our NAPAC group has played an active role in our schools and our community. November is Native American heritage month and members of NAPAC will be sharing information regarding their recent activities and plans for the future.

**Presentation:** Superintendent Gronseth  
Policy Committee