



**ROCK RIDGE PUBLIC SCHOOLS
411 SOUTH 5TH AVENUE
VIRGINIA MN 55792**

**Regular Meeting
Monday, January 23, 2023 at 6:00 PM
Rock Ridge Administration Building (formerly Spectrum Health
Building), 1405 Progress Parkway, Virginia, MN 55792**

AGENDA

1. Call to order.
2. Approval of agenda.
3. Recognition of visitors and visitor input.
4. Consent Agenda:
 1. Approval of January 9, 2023 organizational and regular meeting minutes. 5
 2. Approval of January 17, 2023 working session minutes. 10
 3. Payment of the bills. 11
 4. Approval of hire of ShaQuanda Owens for the WAIT Advisor with a stipend of \$478 effective December 12, 2022.
 5. Approval of hire of Sierah Watkins for the Para Educator (Study Hall) position at a rate of \$18.47/hour effective January 17, 2023.
 6. Approval of hire of Timothy Martinson for the Playground/Lunch Aide position at a rate of \$14.00/hour effective January 23, 2023.
 7. Approval of hire of Cindy Gulbranson for the Early Childhood Para Educator at a rate of \$18.47/hour effective January 23, 2023.
 8. Approval of hire of Mary Rantala for the Medical Terminology Secondary Teacher position (0.1 FTE) with a salary of \$5,223.30 effective January 23, 2023 pending Tier 2 licensure approval.
 9. Approval of hire of Kyle Lawrence and Willie Spelts as Co-Assistant Girls' Golf Coaches effective March 1, 2023. They will be splitting the combined pay of the Assistant and Junior High Coaches for a stipend of \$3,463 each. (A Junior High Coach will not be hired.)

10. Approval of hire of Krystal Klander for the Assistant Girls' Track Coach position with a stipend of \$4,538 effective March 13, 2023.
11. Approval of hire of Steve Manninen for the Assistant Girls' Track Coach position with a stipend of \$4,538 effective March 13, 2023.
12. Approval of hire of Christopher Ismil for the Assistant Boys' Track Coach position with a stipend of \$4,538 effective March 13, 2023.
13. Approval of hire of Ryan Malich for the Assistant Boys' Track Coach position with a stipend of \$4,538 effective March 13, 2023.
14. Approval of volunteer coach for Varsity Softball for the 2022-23 school year - Michael Madden.
15. Approval of transfer of Makayla Goerdts from the Para Educator to the Indian Education High School Coordinator position at a rate of \$19.25/hour effective January 17, 2023.
16. Approval of transfer of Kendra Mariucci from the Indian Education Academic Advisor to the Para Educator position at a rate of \$18.47/hour effective January 17, 2023.
17. Approval of transfer of Maria Poderzay from the Para Educator to the Indian Education Elementary Academic Advisor position at a rate of \$19.25/hour effective January 25, 2023. 22
18. Acceptance of resignation of Brittany Falk from the Para Educator position effective January 6, 2023.
19. Acceptance of resignation of Kirst Axelson from the Early Childhood Para Educator position effective January 17, 2023.
20. Acceptance of resignation of Markee Abernathey from the Para Educator position effective January 19, 2023.
21. Acceptance of resignation of Stephanie Bloomquist from the Para Educator position effective January 27, 2023.
22. Acceptance of resignation for the purpose of retirement from Kelly Kennedy, Elementary Counselor, effective June 2, 2023.
23. Approval of lane change for Sheila Takanen from MA to MA+10.
24. Approval of lane change for Jessica Kortekaas from BA to BA+10.
25. Approval of lane change for James Eichholz from BA+20 to MA.
26. Acceptance and appreciation of a donation from Scott Witty in the amount of \$200 to the #RockRidgeRising Campaign - RRHS Boys' Basketball program.
27. Acceptance and appreciation of donations in the amounts of \$2,688 and \$6,561 from the Virginia Community Foundation for annual disbursement. These donations come from two designated funds within the VCF: the Wolverine Fund and the Rock Ridge Education Fund.
28. Acceptance and appreciation of a donation from the Golden Bear Foundation in the amount of \$500 for Laurentian Elementary School - "Calming Classroom Creation".
5. Consider approval of work agreements for the following individuals:
 1. Approval of work agreement for Cierra Brellie, Data Specialist/1:1 Coordinator, for 2022-23 (\$60,343) and 2023-24 (\$61,550). 23
 2. Approval of work agreement for Stephanie McDermid, Finance Assistant/Payroll, for 2022-23 (\$47,406) and 2023-2024 (\$48,354). 25
 3. Approval of work agreement for Sandy Viger, Finance Officer, for 27

2022-2023 (\$63,240) and 2023-2024 (\$64,505).	
4. Approval of work agreement for Janelle Dolinsek, Payroll Benefits Clerk, for 2022-23 (\$63,240) and 2023-24 (\$64,505).	29
5. Approval of work agreement for Andrea Lintula, Controller, for 2022-2023 (\$65,280) and 2023-24 (\$66,586).	31
6. Approval of work agreement for Debbie Wiirre, Executive Assistant/HR, for 2022-23 (\$61,200) and 2023-24 (\$62,424).	33
7. Approval of work agreement for Stacie Lamppa, Superintendent's Secretary, for 2022-23 (\$61,200) and 2023-24 (\$62,424).	35
8. Approval of work agreement for Willie Spelts, School to Work and Fundraising and Grants, for 2022-23 (\$115,700) and 2023-24 (\$118,014).	37
9. Approval of work agreement for Chad Hazelton, Activities Director, for 2022-23 (\$90,836) and 2023-24 (\$92,653).	38
10. Approval of work agreement for Mike Hoag, Supervisor of Maintenance/Custodians, for 2022-23 (\$80,070) and 2023-24 (\$81,671).	39
11. Approval of work agreement for Bob Voss, Transportation Director, for 2022-23 (\$83,640) and 2023-24 (\$85,313).	40
12. Approval of work agreement for Bill Bryson, Technology Director, for 2022-2023 (\$100,614) and 2023-24 (\$102,626).	41
13. Approval of work agreement for Spencer Aune, Business Manager, for 2022-23 (\$141,079) and 2023-24 (\$143,901).	42
6. Input from and discussion with Josh Lamppa, Activities Director, regarding work agreement.	43
7. Reports:	
1. Additional information on the auditor's report.	
2. North Star Principal's Report.	
3. Superintendent.	
1. Update on Gilbert and Eveleth and North Star buildings.	
8. Construction Projects: Quarterly Update.	
1. Quarterly Presentations.	44
2. Consider approval of Kraus-Anderson CM Contract Amendment #07.	93
9. Policies:	
1. Substantive Policy Changes - Final Reading:	
1. 203.2 Order of the Regular School Board Meeting.	96
2. 206 Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations.	98
3. 515 Protection and Privacy of Pupil Records.	110
4. 534 School Meals Policy.	144
5. 604 Instructional Curriculum.	147
6. 722 Public Data Requests.	153
2. Policies with Non-Substantive Changes - 800 Series:	
1. 801 Equal Access to School Facilities.	164
2. 802 Disposition of Obsolete Equipment.	168
3. 805 Waste Reduction and Recycling.	172
10. Administration Items:	

1. Consider approval of purchase of StageTek Tiered Riser Staging System to be used in the new choir studio at Rock Ridge High School. 181
2. Consider approval of a three-year Partnership Agreement between the University of Wisconsin-Superior and Rock Ridge Public Schools. 184
3. Consider approval of the MOU between Fond Du Lac Tribal and Community College and RRPS to provide student teaching or field experiences at Rock Ridge. 187
4. Consider approval of proposed school board committees for 2023.
11. Meeting Announcements:
 1. The next regular meeting will be held Monday, February 13, 2023 at 6:00 P.M. at the Rock Ridge Administration Building, 1405 Progress Pkwy, Virginia.
12. Adjournment.

**OFFICE OF THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 2909
MONDAY, JANUARY 9, 2023, 6:00 P.M.**

**ROCK RIDGE ADMINISTRATION BUILDING, 1405 PROGRESS PARKWAY, VIRGINIA, MN 55792
MINUTES OF THE ORGANIZATIONAL AND REGULAR SCHOOL BOARD MEETING**

Members Present:

Bill Addy Pollyann Sorcan
Nicole Culbert-Dahl John Uhan

Brandi Lautigar Lisa Westby
Tim Riordan

Other Staff Present:

Dr. Noel Schmidt, Superintendent
Willie Spelts, Director of School to Work
Engagement/Fundraising Coordinator
Todd Griepentrog, EGHS Principal
Mike Hoag, Maintenance Director

Members Absent:

None

- I. CHAIR RIORDAN called the organizational meeting to order at 6:00 P.M.
- II. Recently elected board members – NICOLE CULBERT-DAHL, POLLYANN SORCAN, JOHN UHAN, and LISA WESTBY – were seated on the board after reciting the ceremonial oath of office.
- III. **APPROVE ORGANIZATIONAL/REGULAR MEETING AGENDA:**
Motion to **approve the agenda** made by LAUTIGAR, seconded by ADDY. Motion passed unanimously.
- IV. **ELECTION OF BOARD OFFICERS:**
 - A. **CHAIR:** LAUTIGAR nominated ADDY. WESTBY nominated CULBERT-DAHL (declined). No other nominations. **ADDY elected CHAIR.**
 - B. **VICE CHAIR:** LAUTIGAR nominated UHAN. SORCAN nominated CULBERT-DAHL.
Board voted by show of hands:
(4) votes for UHAN: LAUTIGAR, RIORDAN, UHAN, and ADDY.
(3) votes for CULBERT-DAHL: SORCAN, WESTBY, AND CULBERT-DAHL.
UHAN elected VICE CHAIR.
 - C. **CLERK:** SORCAN nominated WESTBY. UHAN nominated LAUTIGAR. Board voted by show of hands:
(3) votes for WESTBY: SORCAN, WESTBY, AND CULBERT-DAHL.
(4) votes for LAUTIGAR: LAUTIGAR, RIORDAN, UHAN, and ADDY.
LAUTIGAR elected CLERK.
 - D. **TREASURER:** LAUTIGAR nominated CULBERT-DAHL. No other nominations. **CULBERT-DAHL elected TREASURER.**
 - E. **ALTERNATE CLERK:** RIORDAN nominated WESTBY. LAUTIGAR nominated RIORDAN (declined). No other nominations. **WESTBY elected ALT. CLERK.**
- V. **ORGANIZATIONAL BUSINESS:**
 - A. Motion to **set the salaries of board directors the same as last year made** by SORCAN. No second. Motion failed.
 1. Motion for **set the salaries as the same as 2022** (Board members reimbursed \$250/month with the Vice Chair receiving \$275 and the Chair receiving \$300/month. Board members serving on a negotiating committee receive \$50 for each session lasting up to five hours and \$100 for sessions of five hours or more) made by LAUTIGAR, seconded by RIORDAN.

2. Motion to **amend the motion by reducing the salary of the Vice Chair to \$250, keeping all other salaries the same** made by SORCAN. No second. Motion failed.
Original motion passed unanimously.
- B. Motion to **approve that Columbus Day is not a school holiday** made by RIORDAN, seconded by UHAN. Motion passed 5-2 with SORCAN and WESTBY voting NO.
- C. Motion to **set the 2023 regular meeting dates and times as presented** made by UHAN, seconded by CULBERT-DAHL. Motion passed unanimously.
- D. Motion to **approve the mileage rate at the IRS standard mileage rate of 65.5 cents per mile beginning January 1, 2023** made by SORCAN, seconded by CULBERT-DAHL. Motion passed unanimously.
- E. Motion to **designate Frandsen Bank & Trust, MSDLAF, and MNTrust/PMA, Miners National Bank and First National Bank of Gilbert** made by LAUTIGAR, seconded by WESTBY. Motion passed 6-0 with UHAN abstaining.
- F. Motion to **authorize the hiring of a school attorney on an as-needed basis: Colosimo, Patchin, & Kearney, Ltd., Rupp, Anderson, Squires, & Waldspurger, P.A. and Ratwik, Rozak & Maloney, P.A.** made by RIORDAN, seconded by LAUTIGAR. Motion passed unanimously.
- G. Motion to **establish the Mesabi Tribune as the legal publication for school business for 2023** made by RIORDAN, seconded by WESTBY. Motion passed unanimously.
- H. Motion to **authorize the business manager and superintendent to make electronic fund transfers** made by SORCAN, seconded by LAUTIGAR. Motion passed unanimously.
- I. Motion to **authorize the business manager to use the current signature plate until a new plate is secured, if necessary** made by SORCAN, seconded by LAUTIGAR. Motion passed unanimously.
- J. Motion to **authorize school board members to attend necessary instate meetings** made by UHAN, seconded by RIORDAN.
 1. Motion to **amend the motion by removing the word “necessary”** made by SORCAN, seconded by RIORDAN. Motion passed unanimously.
 2. (Amended) Motion to **authorize school board members to attend instate meetings** made by UHAN, seconded by RIORDAN. Motion passed unanimously.
- K. Motion to **authorize the superintendent to approve instate travel requirements of employees during the school year** made by UHAN, seconded by RIORDAN. Motion passed unanimously.
- L. Motion to **authorize the superintendent to employ additional instructional, library, maintenance, and clerical assistance as shall become necessary** made by RIORDAN, seconded by UHAN. Motion passed unanimously.
- M. Motion to **approve the Resolution Directing the Administration to Make Recommendations for Reductions in Programs and Positions and Reasons Therefor** made by SORCAN, seconded by WESTBY. Roll call vote. Motion passed unanimously.
- N. Motion to **approve the resolution naming Dr. Noel Schmidt as the Identified Official with Authority (IOWA) for Rock Ridge Public Schools** made by RIORDAN, seconded by LAUTIGAR. Roll call vote. Motion passed unanimously.
- O. Motion to **designate Dr. Noel Schmidt as the responsible authority under the Minnesota Data Practices Act and Open Meeting Law** made by SORCAN, seconded by CULBERT-DAHL. Motion passed unanimously.
- P. **COMMITTEE MEMBERSHIPS:**
 1. Committees must now have no more than three members to avoid a quorum.
 2. Board members will submit their committee preferences to ADDY before the next board meeting.

VI. **ADJOURNMENT OF ORGANIZATIONAL MEETING:** Moved by RIORDAN, seconded by LAUTIGAR, to **adjourn organizational meeting**. Motion passed unanimously at 6:32 P.M.

- VII. CHAIR ADDY called the regular meeting to order at 6:33 P.M. The Pledge of Allegiance was recited and roll call taken.
- VIII. **CONSENT AGENDA:**
- A. Riordan added 2022-2024 work agreement for Mike Hoag, Maintenance Director, to Consent Agenda Item 11.46 and made a correction to Isaac Christiansen's lane change wording from BA+20 to MA to now BA+20 to BA+30MA.
 - B. Motion to **approve the Consent Agenda as amended** made by RIORDAN.
 - C. SORCAN **motioned to delete Consent Agenda Items 11.21 through 11.32 as well as 11.46 and to hold a special meeting to discuss these work agreements as a whole board**, seconded by CULBERT-DAHL. Motion passed 5-2 with RIORDAN and UHAN voting NO.
 - D. Motion to **approve the Consent Agenda as amended** made by RIORDAN, seconded by ADDY. Motion passed unanimously.
 1. Approval of December 12, 2022 regular meeting minutes.
 2. Approval of December 27, 2022 special meeting minutes.
 3. Payment of the bills.
 4. Approval of hire of Cara Ellis for the Para Educator position at a rate of \$18.47/hour effective November 29, 2022.
 5. Approval of hire of Dolce Everson for the Para Educator position at a rate of \$18.47/hour effective January 3, 2023.
 6. Approval of hire of Kirsti Axelson for the Para Educator position at a rate of \$18.47/hour effective January 9, 2023.
 7. Approval of hire of Matt Sjoberg for the Head Boys' Golf Coach position with a stipend of \$5,732 effective March 20, 2023.
 8. Approval of extra assignments and stipends for the following staff at EGHS for the 2022-2023 school year:
 - a. SH Honor Society - Jill Clennon - \$1,911
 - b. SH Student Council - Shared Susan Ellefson and Kyle Hammer - \$955.50 each (split \$1,911)
 - c. Junior Class/Prom - Aimee Krebs - \$1,433
 - d. SH Youth in Action - Tim Strasser - \$1,200
 9. Approval of transfer of Denise Ryberg from the Lunchroom/Playground Aide position to the for the Early Childhood Aide position at a rate of \$16.65/hour effective January 9, 2023
 10. Approval of transfer of Cara Ellis from the Para Educator position to the School Readiness Para Educator position at a rate of \$18.47/hour effective January 9, 2023.
 11. Approval of transfer of Ellie Krummi to Para Educator position with 23 hours/week from 29 hours/week at a rate of \$18.47/hour effective January 3, 2023.
 12. Approval of leave of absence for Para Educator, Katie Hunter, beginning January 16, 2023 through the end of the 2022-23 school year.
 13. Acceptance of resignation of Cole Jackson from the Strength and Conditioning Coach position effective December 16, 2022.
 14. Acceptance of resignation of Cole Jackson from the Para Educator position effective December 23, 2022.
 15. Acceptance of resignation of Cole Jackson from the Medical Terminology Teacher position (0.2 FTE) effective January 20, 2023.
 16. Approval of termination of Elizabeth Dahlquist from the Lunchroom/Playground Aide position effective December 20, 2022.
 17. Approval of lane change for Josh Gibson from BA to BA+10.
 18. Approval of lane change for Isaac Christiansen from BA+20 to BA+30MA.
 19. Approval of lane change for Andrew Tikkanen from BA to BA+10.
 20. Approval of correction of previously approved stipend for Paul Coombe, 8th Grade Baseball Coach, from \$3,821 to \$3,105.

21. Acceptance and appreciation of a donation of clothing from Jill Forte to the Laurentian Elementary School.
22. Acceptance and appreciation of donations of winter gear from Legacy Church to both Laurentian and Parkview Elementary Schools.
23. Acceptance and appreciation of a donation of hats, mittens, and gloves from the Mitten Mission Project 2022 Community People & Businesses Helping Local Kids to North Star Elementary.
24. Acceptance and appreciation of a donation from the Soroptimist Club of Virginia in the amount of \$200 to be used for student needs.
25. Acceptance and appreciation of donations from USW Local #6115 of winter gear and L&M gift cards given to Parkview and North Star Elementary Schools.
26. Acceptance and appreciation of a donation from Jesse Dahl in the amount of \$100 to the #RockRidgeRising Campaign - Performing Arts in honor of Mr. Frandsen and Mr. Groves.
27. Acceptance and appreciation of a donation from Jeff and Holly Okland in the amount of \$1,000 to the #RockRidgeRising Campaign.
28. Acceptance and appreciation of a donation of \$1,500 from Eveleth Elks Lodge to purchase six trikes by the Laurentian Elementary School Readiness Program.
29. Acceptance and appreciation of a donation in the amount of \$500 from the Golden Bear Foundation awarded to Laurentian School Readiness for the purchase of gym equipment.
30. Approval of donation from City Auto Glass Foundation in the amount of \$60,000 to the #RockRidgeRising Campaign to be used for elevated baseball bleachers at the Rock Ridge varsity baseball field.
31. Acceptance of an additional donation from Robert Birnstihl of \$60,000 (making his total \$100,000) for the Rock Ridge High School Band uniforms and other needs of the Music Arts* (Band, Choir, Orchestra).
32. Acceptance and appreciation of an anonymous donation in the amount of \$500 to Mrs. Thyen's 5th grade classroom at North Star Elementary to be used by Mrs. Thyen as she sees fit.
33. Acceptance and appreciation of an anonymous donation in the amount of \$500 to North Star 6th grade classrooms to be used however the teachers decide to collectively utilize the money.

IX. **RECOGNITION OF VISITORS AND VISITOR INPUT:** Thomas Walton and John Ramos. Both visitors discussed Policy 206.

X. **CONSTRUCTION:**

- A. Morgan Seopa of Kraus-Anderson and Josie Teske of Cuningham provided the OA Tenant Design Review presentation.
- B. Pete Auvinen of Kraus-Anderson presented the IRRRB Funding Allocations – Courses of Action.

XI. **REPORTS:**

- A. Greg Knudson of Walker, Giroux & Hahne, LLC presented the 2021-22 Audit Report.
- B. Todd Griepentrog provided an update about happenings at EGHS.
- C. Supt. Schmidt presented the rough draft of the Equity Plan for the District's Strategic Plan.

XII. **POLICIES:**

- A. Substantive Policy Changes – Second Reading.
 1. Motion to **approve 203.2 Order of the Regular School Board Meeting** made by LAUTIGAR, seconded by CULBERT-DAHL. Motion passed unanimously.
 2. Motion to **approve 206 Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations as presented** made by RIORDAN, seconded by LAUTIGAR. Motion passed 6-1 with SORCAN voting NO. *Board agreed to discuss Policy 206 as a full board at a future working session.*
 3. Motion to **approve 515 Protection and Privacy of Pupil Records** made by UHAN, seconded by ADDY. Motion passed unanimously.

4. Motion to **approve 534 School Meals Policy** made by SORCAN, seconded by LAUTIGAR. Motion passed unanimously.
 5. Motion to **approve 604 Instructional Curriculum** made by RIORDAN, seconded by UHAN. Motion passed unanimously.
 6. Motion to **approve 722 Public Data Requests** made by UHAN, seconded by LAUTIGAR. Motion passed unanimously.
- B. Policies with Non-Substantive Changes.
1. Motion to **approve all proposed policy changes** made by SORCAN, seconded by UHAN. Motion passed unanimously.
 - a. 101 Legal Status of School District.
 - b. 103 Complaints.
 - c. 203.5 School Board Meeting Agenda.
 - d. 207 Public Hearings.
 - e. 301 School District Administration.
 - f. 302 Superintendent.
 - g. 303 Superintendent Selection.
 - h. 304 Superintendent Contract.
 - i. 401 Equal Employment Opportunity.
 - j. 402 Disability Nondiscrimination.
 - k. 403 Discipline, Suspension.
 - l. 408 Subpoena of District Employee.
 - m. 514 Bullying Prohibition Policy.
 - n. 516 Student Medication.
 - o. 520 Student Surveys.

XIII. **ADMINISTRATION ITEMS:**

- A. Motion to **approve MOU between Iron Range Partnership for Sustainability and ISD 2909 for a Deep Winter Greenhouse on the Rock Ridge Campus** made by RIORDAN, seconded by CULBERT-DAHL. Motion passed unanimously.
- B. Motion to **approve the letter of request to carry/introduce our supplemental school construction funding bill** made by RIORDAN, seconded by ADDY. Motion passed 6-0 with SORCAN abstaining.
- C. Motion to **approve the purchase of elevated bleachers for the Rock Ridge varsity baseball field** made by UHAN, seconded by CULBERT-DAHL. Motion passed unanimously.
- D. Motion to **approve purchase request of a trailer to be used by the Maintenance Department** made by RIORDAN, seconded by LAUTIGAR. Motion passed unanimously.
- E. Motion to **approve continuing Range Association of Municipalities and Schools (RAMS) active membership status** made by SORCAN, seconded by UHAN. Motion passed unanimously.

XIV. **MEETING ANNOUNCEMENTS** were made.

XV. **ADJOURNMENT:** Meeting adjourned at 9:02 P.M.

CHAIR - BILL ADDY

CLERK – BRANDI LAUTIGAR

**OFFICE OF THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 2909
TUESDAY, JANUARY 17, 2023, 5:00 P.M.
ROCK RIDGE HIGH SCHOOL, 1405 PROGRESS PARKWAY, VIRGINIA, MN 55792
MINUTES OF THE WORKING SESSION**

Members Present:

Bill Addy
Nicole Culbert-Dahl
Brandi Lautigar (Arrived at 5:30 PM)
Tim Riordan

Pollyann Sorcan
John Uhan
Lisa Westby

Others Present:

Dr. Noel Schmidt, Superintendent

Members Absent:

None

The working session was called to order. The Pledge of Allegiance was recited and roll call was taken.

The board discussed the topics of individual work agreements for at-will employees, Policy 206 Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations, North Star Elementary construction, and the possibility of student school board representatives.

Working session adjourned at 7:15 P.M.

CHAIR – Bill Addy

CLERK – Brandi Lautigar

January 23, 2023

offered the following resolution and moved for its adoption.

RESOLVED, By the Board of Education of Independent School District #2909 that the following bills be allowed and the Chairperson and Clerk be and are hereby authorized to draw orders on the Treasurer for payment of same:

<u>CHECK NO.</u>	<u>VENDOR</u>	<u>UFARS CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
9677	ADDY ENTERPRISES INC	E 01 005 810 000 000 350	Labor	\$750.00
9677 Total				<u>\$750.00</u>
9678	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	mailboxes for classroom	\$57.30
9678	AMAZON CAPITAL SERVICES INC	E 01 101 203 000 000 401	USI Opti Clear Premium Thermal Low-Temp EV,	\$427.92
9678	AMAZON CAPITAL SERVICES INC	E 01 005 810 000 000 350	gym foll cleaner	\$594.00
9678	AMAZON CAPITAL SERVICES INC	E 01 005 810 000 000 350	shipping	\$38.99
9678 Total				<u>\$1,118.21</u>
9679	CENTURY LINK	E 01 005 605 000 311 320	PHONE	\$104.98
9679	CENTURY LINK	E 01 005 605 000 311 320	PHONE	\$104.98
9679 Total				<u>\$209.96</u>
9680	CHRISTENSEN PARTS	E 03 005 760 000 720 401	wiper blades	\$58.35
9680	CHRISTENSEN PARTS	E 03 005 760 000 720 401	supplies	\$28.02
9680	CHRISTENSEN PARTS	E 03 005 760 000 720 401	Misc Parts	\$121.02
9680	CHRISTENSEN PARTS	E 03 005 760 000 720 401	Parts	\$2.34
9680 Total				<u>\$209.73</u>
9681	CULLIGAN WATER CONDITIONING	E 01 005 810 000 000 335	FY23 Monthly Unit Rental	\$39.00
9681 Total				<u>\$39.00</u>
9682	DAHLHEIMER BEVERAGE	E 01 300 810 000 000 410	VHS drinking water charge	\$438.00
9682 Total				<u>\$438.00</u>
9683	EVELETH PUBLIC UTILITIES	E 01 005 810 000 000 332	UTILITIES	\$1,043.00
9683	EVELETH PUBLIC UTILITIES	E 01 302 810 000 000 330	UTILITIES	\$2,293.10
9683	EVELETH PUBLIC UTILITIES	E 01 302 810 000 000 330	UTILITIES	\$3,107.45
9683	EVELETH PUBLIC UTILITIES	E 01 101 810 000 000 330	UTILITIES	\$331.35
9683	EVELETH PUBLIC UTILITIES	E 01 101 810 000 000 330	UTILITIES	\$328.60
9683	EVELETH PUBLIC UTILITIES	E 03 005 760 000 720 330	UTILITIES	\$110.60
9683 Total				<u>\$7,214.10</u>
9684	FERGUSON ENTERPRISES LLC #1657	E 01 116 810 000 000 420	plumber supplies	\$220.69
9684	FERGUSON ENTERPRISES LLC #1657	E 01 117 810 000 000 420	Boiler Parts	\$86.90
9684	FERGUSON ENTERPRISES LLC #1657	E 01 300 810 000 000 420	Plumber parts	\$106.20
9684	FERGUSON ENTERPRISES LLC #1657	E 01 300 810 000 000 420	tube cutter wheel	\$34.66
9684 Total				<u>\$448.45</u>
9685	FOSSLAND VICTORIA	E 01 302 296 710 000 305	OFFICIAL	\$170.00
9685 Total				<u>\$170.00</u>
9686	FRIEDLIEB JACE	E 01 302 294 710 000 305	OFFICIAL	\$195.00
9686 Total				<u>\$195.00</u>
9687	GILBERT WATER & LIGHT DEPT	E 01 005 810 000 000 332	UTILITIES	\$49.14
9687	GILBERT WATER & LIGHT DEPT	E 03 005 760 000 720 330	UTILITIES	\$241.45
9687	GILBERT WATER & LIGHT DEPT	E 01 100 810 000 000 330	UTILITIES	\$525.49
9687	GILBERT WATER & LIGHT DEPT	E 01 301 810 000 000 330	UTILITIES	\$67.24
9687	GILBERT WATER & LIGHT DEPT	E 01 301 810 000 000 330	UTILITIES	\$466.54
9687	GILBERT WATER & LIGHT DEPT	E 01 301 810 000 000 330	UTILITIES	\$119.55
9687 Total				<u>\$1,469.41</u>
9688	GRANDE ACE HARDWARE	E 01 116 810 000 000 420	plumber supplies	\$11.45
9688	GRANDE ACE HARDWARE	E 01 302 810 000 000 420	plumber parts	\$6.83

9688	GRANDE ACE HARDWARE	E	01	302	810	000	000	420	solar salt	\$60.72
9688	GRANDE ACE HARDWARE	E	01	005	810	000	000	401	Bob cat reparaire parts	\$11.49
9688	GRANDE ACE HARDWARE	E	01	302	810	000	000	420	plumber parts	\$16.35
9688	GRANDE ACE HARDWARE	E	01	005	810	000	000	350	supplies for carpenter	\$12.31
9688	GRANDE ACE HARDWARE	E	01	101	810	000	000	420	new battery	\$3.99
9688	GRANDE ACE HARDWARE	E	01	302	810	000	000	420	plumber parts	\$3.59
9688 Total										<u>\$126.73</u>
9689	HIBBING HIGH SCHOOL	E	01	302	296	706	000	369	ENTRY	\$105.00
9689 Total										<u>\$105.00</u>
9690	HILLYARD / HUTCHINSON	E	01	112	810	000	000	410	new Vacuum Parkview	\$749.00
9690	HILLYARD / HUTCHINSON	E	01	112	810	000	000	410	VAc bags	\$46.96
9690 Total										<u>\$795.96</u>
9691	HIRSCH DEREK	E	01	302	294	710	000	305	OFFICIAL	\$196.00
9691 Total										<u>\$196.00</u>
9692	JAMAR COMPANY	E	01	302	810	000	000	350	repaired leaks roof	\$4,822.84
9692 Total										<u>\$4,822.84</u>
9693	JOHNSON CONTROLS INC	E	01	302	810	000	000	420	labor and fees	\$957.08
9693 Total										<u>\$957.08</u>
9694	K1 SPORTSWEAR	E	01	300	294	710	000	430	Hockey Socks (white)	\$135.00
9694	K1 SPORTSWEAR	E	01	300	294	710	000	430	Hockey Socks (green)	\$135.00
9694 Total										<u>\$270.00</u>
9695	KEN WASCHKE AUTO PLAZA	E	03	005	760	000	720	401	Parts	\$90.65
9695	KEN WASCHKE AUTO PLAZA	E	03	005	760	000	720	401	Parts	\$35.85
9695 Total										<u>\$126.50</u>
9696	KY INTERPRETING SERVICES INC	E	01	100	405	000	740	399	INTERPRETING SERVICES	\$10,570.00
9696 Total										<u>\$10,570.00</u>
9697	L & M SUPPLY INC	E	01	302	810	000	000	401	salt softener	\$45.52
9697	L & M SUPPLY INC	E	01	117	810	000	000	410	side walk salt	\$11.98
9697	L & M SUPPLY INC	E	01	101	810	000	000	350	snow removal supplies	\$102.93
9697	L & M SUPPLY INC	E	03	005	760	000	720	401	shear pin	\$7.46
9697	L & M SUPPLY INC	E	03	005	760	000	720	401	mechanic supplies	\$51.96
9697 Total										<u>\$219.85</u>
9698	MARIUCCI VIDEO PRODUCTION INC	E	01	005	110	000	000	401	CH 12 MGMT FEES	\$3,463.52
9698 Total										<u>\$3,463.52</u>
9699	MENARDS	E	01	116	810	000	000	420	plumber supplies	\$47.36
9699	MENARDS	E	01	005	810	000	000	401	plumber tool inspection camera	\$84.99
9699	MENARDS	E	03	005	760	000	720	401	Antifreeze for Gilbert	\$39.48
9699	MENARDS	E	01	005	810	000	000	401	carpenter supplies	\$27.85
9699 Total										<u>\$199.68</u>
9700	METRO SALES INC	E	01	302	211	000	000	386	#113930 W866L300047	\$6.54
9700	METRO SALES INC	E	01	101	203	000	000	386	#114241 G676L400038	\$60.91
9700	METRO SALES INC	E	01	101	203	000	000	386	#110328 W865LA00209	\$131.37
9700 Total										<u>\$198.82</u>
9701	MIDWEST BUS PARTS INC	E	03	005	760	000	720	401	Bus Parts	\$237.50
9701	MIDWEST BUS PARTS INC	E	03	005	760	000	720	401	Bus Parts	\$495.80
9701 Total										<u>\$733.30</u>
9702	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$6,659.67
9702	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$15.26
9702	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$4,674.19
9702	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$28.00
9702	MINNESOTA POWER	E	03	005	760	000	720	330	UTILITIES	\$234.64
9702	MINNESOTA POWER	E	03	005	760	000	720	330	UTILITIES	\$66.03
9702	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$1,016.07

9702	MINNESOTA POWER	E	01	101	810	000	000	330	UTILITIES	\$124.32
9702	MINNESOTA POWER	E	01	302	810	000	000	330	UTILITIES	\$1,512.94
9702	MINNESOTA POWER	E	01	101	810	000	000	330	UTILITIES	\$4,561.09
9702 Total										<u>\$18,892.21</u>
9703	MN ENERGY RESOURCES CORP	E	01	005	810	000	000	440	UTILITIES	\$1,121.49
9703 Total										<u>\$1,121.49</u>
9704	NICHOLS TROY	E	01	302	294	710	000	305	OFFICIAL	\$110.00
9704 Total										<u>\$110.00</u>
9705	NORTHERN MN DENTAL INC	B	01	215	002				23FEB DENTAL	\$4,431.00
9705 Total										<u>\$4,431.00</u>
9706	NORTHLAND FIRE & SAFETY INC	E	01	116	810	000	000	350	certification	\$120.00
9706	NORTHLAND FIRE & SAFETY INC	E	01	116	810	000	000	350	Parts	\$109.00
9706 Total										<u>\$229.00</u>
9707	PROSEN THOMAS	E	01	005	605	000	000	366	22JUNE-22NOV MILEAGE	\$361.07
9707 Total										<u>\$361.07</u>
9708	RANGE AUTO PARTS COMPANY	E	03	005	760	000	720	401	DEF Fluid	\$67.80
9708	RANGE AUTO PARTS COMPANY	E	03	005	760	000	720	401	Battery	\$194.95
9708	RANGE AUTO PARTS COMPANY	E	03	005	760	000	720	401	Bus supplies	\$171.54
9708 Total										<u>\$434.29</u>
9709	RANGE PAPER CORPORATION	E	01	112	810	000	000	350	Red scrubber pads	\$40.64
9709	RANGE PAPER CORPORATION	E	03	005	760	000	720	401	supplies	\$57.16
9709	RANGE PAPER CORPORATION	E	01	302	810	000	000	410	cleaning supplies	\$2,942.46
9709 Total										<u>\$3,040.26</u>
9710	ROTO-ROOTER	E	01	300	810	000	000	350	Labor to open drain	\$200.00
9710 Total										<u>\$200.00</u>
9711	RUMBLE ON THE RED	E	01	302	298	000	000	369	ENTRY FEES	\$400.00
9711 Total										<u>\$400.00</u>
9712	SAHR JARED N	E	01	302	296	710	000	305	OFFICIAL	\$85.00
9712 Total										<u>\$85.00</u>
9713	SCAIA TODD	E	01	302	296	710	000	305	OFFICIAL	\$132.00
9713	SCAIA TODD	E	01	302	296	710	000	305	OFFICIAL	\$134.00
9713 Total										<u>\$266.00</u>
9714	SCHMITT MUSIC CENTER	E	01	116	258	000	000	430	Pops Bass Rosin	\$9.89
9714	SCHMITT MUSIC CENTER	E	01	116	258	000	000	430	Sherman Bass Rosin	\$4.72
9714 Total										<u>\$14.61</u>
9715	SKALKO GREG	E	01	005	810	000	000	401	DOT physicals	\$300.00
9715 Total										<u>\$300.00</u>
9716	STRUKEL JASON	E	01	302	296	710	000	305	OFFICIAL	\$195.00
9716	STRUKEL JASON	E	01	302	296	710	000	305	OFFICIAL	\$110.00
9716 Total										<u>\$305.00</u>
9717	SUPER ONE	E	01	302	250	000	000	430	Supplies for FACS	\$63.34
9717	SUPER ONE	E	01	302	250	000	000	430	Supplies for FACS	\$12.95
9717	SUPER ONE	E	01	302	250	000	000	430	Supplies for FACS	\$80.53
9717	SUPER ONE	E	01	302	250	000	000	430	Supplies for FACS	\$84.59
9717	SUPER ONE	E	01	302	250	000	000	430	Supplies for FACS	\$35.66
9717	SUPER ONE	E	01	302	250	000	000	430	Supplies for FACS	\$27.04
9717 Total										<u>\$304.11</u>
9718	TACONITE TIRE SERVICE	E	03	005	760	000	720	401	Turf Tires	\$430.40
9718	TACONITE TIRE SERVICE	E	03	005	760	000	720	401	tire repair	\$62.43
9718 Total										<u>\$492.83</u>
9719	TRIMARK INDUSTRIAL	E	03	005	760	000	720	401	safety equipment	\$1,692.56
9719	TRIMARK INDUSTRIAL	E	01	101	810	000	000	420	Cones	\$388.92
9719	TRIMARK INDUSTRIAL	E	01	005	810	000	000	401	Safety mask and supplies for pool operator	\$230.08

9719	TRIMARK INDUSTRIAL	E	03	005	760	000	720	401	safety vest	\$38.76
9719 Total										<u>\$2,350.32</u>
9720	TWIN PORTS PAPER & SUPPLY INC	E	01	101	810	000	000	410	Hand Towels	\$596.76
9720 Total										<u>\$596.76</u>
9721	W A FISHER COMPANY	E	01	005	810	000	000	401	Digitize blueprints	\$315.00
9721 Total										<u>\$315.00</u>
9722	AT & T MOBILITY	E	01	005	690	000	000	320	Comm Telephone	\$603.29
9722 Total										<u>\$603.29</u>
9723	EVELETH PUBLIC UTILITIES	E	01	005	810	000	000	334		\$220.85
9723	EVELETH PUBLIC UTILITIES	E	01	005	810	000	000	333		\$40.40
9723	EVELETH PUBLIC UTILITIES	E	01	005	810	000	000	332		\$83.65
9723 Total										<u>\$344.90</u>
9724	SUPER ONE	E	04	500	582	000	344	401	General Supplies	\$12.12
9724	SUPER ONE	E	04	500	582	000	344	401	General Supplies	\$18.55
9724	SUPER ONE	E	01	300	402	000	740	433	Ind Instructnl Mtrls	\$206.17
9724	SUPER ONE	E	01	300	214	038	000	401	General Supplies	\$58.16
9724	SUPER ONE	E	01	300	250	000	000	430	Instruct Supplies	\$67.76
9724	SUPER ONE	E	01	300	250	000	000	430	Instruct Supplies	\$6.89
9724	SUPER ONE	E	01	005	107	050	000	401	General Supplies	\$33.21
9724	SUPER ONE	E	01	300	260	000	000	430	Instruct Supplies	\$152.84
9724 Total										<u>\$555.70</u>
9725	AT & T MOBILITY	E	01	005	690	000	000	320	Comm Telephone	\$24,772.02
9725 Total										<u>\$24,772.02</u>
9726	CITY OF VIRGINIA	E	05	005	850	040	302	335	Short Term Lease	\$72,650.00
9726	CITY OF VIRGINIA	E	05	005	850	040	302	335	Short Term Lease	\$61,500.00
9726	CITY OF VIRGINIA	E	05	005	850	041	302	335	Short Term Lease	\$23,000.00
9726 Total										<u>\$157,150.00</u>
9727	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	331		\$13,605.14
9727	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	440		\$3,133.95
9727	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	440		\$9,406.89
9727	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	331		\$16,775.17
9727 Total										<u>\$42,921.15</u>
9728	AT & T MOBILITY	E	01	005	690	000	000	320	Comm Telephone	\$332.28
9728 Total										<u>\$332.28</u>
9729	NEXTERA COMMUNICATIONS	E	02	005	770	000	701	320		\$35.65
9729	NEXTERA COMMUNICATIONS	E	01	005	606	000	000	320		\$133.66
9729	NEXTERA COMMUNICATIONS	E	01	005	020	000	000	320		\$35.65
9729	NEXTERA COMMUNICATIONS	E	04	500	505	000	321	320		\$35.65
9729	NEXTERA COMMUNICATIONS	E	03	005	760	000	720	320		\$71.29
9729	NEXTERA COMMUNICATIONS	E	01	302	810	000	000	320		\$35.65
9729	NEXTERA COMMUNICATIONS	E	01	300	211	000	000	320		\$71.29
9729	NEXTERA COMMUNICATIONS	E	01	117	810	000	000	320		\$35.65
9729	NEXTERA COMMUNICATIONS	E	01	112	203	000	000	320		\$35.65
9729	NEXTERA COMMUNICATIONS	E	01	005	810	000	000	320		\$401.02
9729 Total										<u>\$891.16</u>
9730	PINE RIVER SALES INC	E	05	005	605	000	302	530	Equipment	\$9,328.69
9730 Total										<u>\$9,328.69</u>
9731	ACRE	E	06	300	870	000	000	530	Equipment	\$30,500.00
9731 Total										<u>\$30,500.00</u>
9732	AIKEY ELECTRIC LLC	E	01	112	810	000	000	420	Repair Supplies	\$7,368.19
9732 Total										<u>\$7,368.19</u>
9733	AMAZON CAPITAL SERVICES INC	E	01	300	255	000	000	430	Instruct Supplies	\$163.15
9733	AMAZON CAPITAL SERVICES INC	E	06	300	870	000	000	530	Equipment	\$259.00

9733	AMAZON CAPITAL SERVICES INC	E	05	300	850	052	302	520	Bldg Improvements	\$334.91
9733	AMAZON CAPITAL SERVICES INC	E	01	300	255	000	000	430	Instruct Supplies	\$59.99
9733	AMAZON CAPITAL SERVICES INC	E	01	300	255	000	000	430	Instruct Supplies	\$238.66
9733	AMAZON CAPITAL SERVICES INC	E	06	300	870	000	000	530	Equipment	\$86.48
9733	AMAZON CAPITAL SERVICES INC	E	01	005	107	050	000	401	General Supplies	\$117.92
9733 Total										<u>\$1,260.11</u>
9734	AMPLIFIED IT	E	01	005	606	000	000	311	Prof Tech Services	\$197.49
9734 Total										<u>\$197.49</u>
9735	APG MEDIA OF MN	E	01	005	010	000	000	380		\$2,900.85
9735	APG MEDIA OF MN	E	04	500	560	000	321	311		\$1,327.00
9735 Total										<u>\$4,227.85</u>
9736	ARCHITECTURAL TESTING INC	E	06	300	870	000	000	311	Prof Tech Services	\$1,450.00
9736 Total										<u>\$1,450.00</u>
9737	ARROWHEAD REGIONAL COMPUTING CONSOR	E	05	005	110	000	302	316		\$35,558.41
9737	ARROWHEAD REGIONAL COMPUTING CONSOR	E	01	005	640	000	316	820		\$10,621.34
9737 Total										<u>\$46,179.75</u>
9738	ASHLAND HIGH SCHOOL	E	01	300	294	711	000	364	Entry Fees/Student Travel	\$200.00
9738 Total										<u>\$200.00</u>
9739	BARBER GRAPHICS INC	E	01	005	107	050	000	401	General Supplies	\$308.00
9739	BARBER GRAPHICS INC	E	04	500	560	000	321	430	Instruct Supplies	\$55.50
9739 Total										<u>\$363.50</u>
9740	BENZ DENNIS	E	01	300	294	711	733	365	Interdept Transport	\$40.00
9740 Total										<u>\$40.00</u>
9741	BIO CORPORATION	E	01	300	260	000	000	430	SKU: FP1113DP, 11"-13" DOUBLE FETAL PIG PAI	\$143.50
9741	BIO CORPORATION	E	01	300	260	000	000	430	SKU: S025P, SHEEP EYE	\$11.40
9741	BIO CORPORATION	E	01	300	260	000	000	430	SKU: 2227S, 22"-27" SINGLE DOGFISH SHARK	\$130.80
9741	BIO CORPORATION	E	01	300	260	000	000	430	4"-6" SINGLE CRAYFISH	\$39.60
9741	BIO CORPORATION	E	01	300	260	000	000	430	SKU: EW0709F, 7"-9" EARTHWORM - UNIT OF 5	\$23.40
9741	BIO CORPORATION	E	01	300	260	000	000	430	Freight	\$90.90
9741 Total										<u>\$439.60</u>
9742	BSN SPORTS LLC	E	01	300	294	709	000	430	Instruct Supplies	\$247.96
9742	BSN SPORTS LLC	E	01	300	296	709	000	364	Entry Fees/Student Travel	\$30.07
9742 Total										<u>\$278.03</u>
9743	CHAD SAMANTHA	E	01	005	640	000	316	366	Travel	\$35.96
9743 Total										<u>\$35.96</u>
9744	COLOSIMO, PATCHIN, & KEARNEY LTD	E	01	005	150	000	000	311	Prof Tech Services	\$609.50
9744 Total										<u>\$609.50</u>
9745	COSTIN GROUP INC	E	01	005	010	000	000	311	Prof Tech Services	\$3,500.00
9745 Total										<u>\$3,500.00</u>
9746	DAHLHEIMER BEVERAGE	E	01	112	810	000	000	332	Water	\$128.25
9746	DAHLHEIMER BEVERAGE	E	01	112	810	000	000	332	Water	\$193.00
9746	DAHLHEIMER BEVERAGE	E	03	005	760	000	720	401	General Supplies	\$9.00
9746	DAHLHEIMER BEVERAGE	E	01	116	203	000	000	401	General Supplies	\$40.00
9746	DAHLHEIMER BEVERAGE	E	01	300	810	000	000	332	Water	\$11.00
9746	DAHLHEIMER BEVERAGE	E	01	112	810	000	000	332	Water	\$24.00
9746	DAHLHEIMER BEVERAGE	E	01	300	810	000	000	332	Water	\$9.00
9746	DAHLHEIMER BEVERAGE	E	01	005	810	000	000	401	General Supplies	\$80.00
9746 Total										<u>\$494.25</u>
9747	DALCO	E	01	112	810	000	000	410	Custodial Supplies	\$41.65
9747	DALCO	E	01	112	810	000	000	420	Repair Supplies	\$102.61
9747 Total										<u>\$144.26</u>
9748	DEPT OF HUMAN SERVICES	E	01	302	211	000	000	394	Pmt/Oth Agncy/Ed Pur	\$282.00
9748 Total										<u>\$282.00</u>

9749	DIRTY DOG PRODUCTIONS LLC	E	01	300	296	720	000	430	Instructional Supply	\$95.00
9749 Total										<u>\$95.00</u>
9750	DISCOUNT SCHOOL SUPPLY	E	04	500	580	000	325	401	300P, COLORATIONS POM-POMS 300 PIECES	\$10.99
9750	DISCOUNT SCHOOL SUPPLY	E	04	500	580	000	325	401	POUNDPOM, COLORATIONS POM-POMS 1 LB	\$94.44
9750	DISCOUNT SCHOOL SUPPLY	E	04	500	580	000	325	401	PRIMEDAB, COLORATIONS WASHABLE PRIMAR'	\$37.76
9750	DISCOUNT SCHOOL SUPPLY	E	04	500	580	000	325	401	ORBSENKT, EXCELLERATIONS CALM DOWN FIDC	\$28.30
9750	DISCOUNT SCHOOL SUPPLY	E	04	500	580	000	325	401	TZTANG, TANGLE JR - FUZZIES	\$15.50
9750 Total										<u>\$186.99</u>
9751	DOMINO'S PIZZA	E	01	005	690	000	510	401	General Supplies	\$181.12
9751 Total										<u>\$181.12</u>
9752	ECOLAB	E	01	300	810	000	000	420	Repair Supplies	\$280.00
9752 Total										<u>\$280.00</u>
9753	EDUCATORS BENEFIT CONSULTANTS	E	01	005	110	000	000	311	Prof Tech Services	\$245.61
9753 Total										<u>\$245.61</u>
9754	EDWARDS OIL COMPANY	E	03	005	760	000	720	442	Vehicle Gas & Oil	\$8,668.49
9754 Total										<u>\$8,668.49</u>
9755	EMC INSURANCE COMPANIES	E	03	005	760	000	720	340		\$4,928.73
9755	EMC INSURANCE COMPANIES	E	01	005	940	000	000	340		\$26,416.26
9755	EMC INSURANCE COMPANIES	E	01	005	940	000	000	341		\$1,816.55
9755 Total										<u>\$33,161.54</u>
9756	FACTS EDUCATION SOLUTIONS LLC	E	01	798	216	000	401	304	Purchased Services	\$2,361.39
9756	FACTS EDUCATION SOLUTIONS LLC	E	01	798	216	000	401	304	Purchased Services	\$2,700.00
9756	FACTS EDUCATION SOLUTIONS LLC	E	01	798	216	000	401	304	Purchased Services	\$2,340.00
9756	FACTS EDUCATION SOLUTIONS LLC	E	01	798	216	000	401	304	Purchased Services	\$2,193.75
9756 Total										<u>\$9,595.14</u>
9757	FUENFFINGER LESLIE C	E	01	300	294	711	000	305	Consulting Fees	\$170.00
9757	FUENFFINGER LESLIE C	E	01	300	294	711	000	305	Consulting Fees	\$5.00
9757 Total										<u>\$175.00</u>
9758	GREAT LAKES HOTEL SUPPLY COMPANY	E	01	005	107	050	000	401	AS PER ATTACHED QUOTE MN-0107	\$1,278.00
9758 Total										<u>\$1,278.00</u>
9759	HAINEY CASSANDRA	E	01	005	107	050	000	366		\$13.88
9759	HAINEY CASSANDRA	E	01	005	107	050	000	401		\$55.00
9759 Total										<u>\$68.88</u>
9760	HOLMSTROM TIMOTHY	E	01	300	294	709	000	305	Consulting Fees	\$158.00
9760	HOLMSTROM TIMOTHY	E	01	300	294	709	000	305	Consulting Fees	\$79.00
9760 Total										<u>\$237.00</u>
9761	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$58.56
9761	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$58.56
9761	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$87.84
9761	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$73.20
9761	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$87.84
9761	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$78.00
9761	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$87.84
9761	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$117.00
9761	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$78.00
9761	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$300.00
9761	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$58.56
9761	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$58.56
9761	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$87.84
9761	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$87.84
9761	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$60.00
9761	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$60.00

9761	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$80.00
9761 Total										<u>\$1,519.64</u>
9762	INAC INC	E	02	005	770	000	701	899	Misc Other Expense	\$115,775.77
9762 Total										<u>\$115,775.77</u>
9763	INTER CITY OIL INC	E	03	005	760	000	720	442	Vehicle Gas & Oil	\$9,925.76
9763 Total										<u>\$9,925.76</u>
9764	INTERMEDIATE DISTRICT 287	E	01	300	690	000	000	390	Pmt Educ Pur MN Dist	\$140.00
9764 Total										<u>\$140.00</u>
9765	IRON RANGE CONFERENCE	R	01	300	294	710	000	060	Adm and Stud Act Rev	\$214.00
9765 Total										<u>\$214.00</u>
9766	ISD #317	E	01	300	294	709	000	364	Entry Fees/Student Travel	\$300.00
9766 Total										<u>\$300.00</u>
9767	JK MECHANICAL CONTRACTORS INC	E	01	300	810	000	000	350	Repairs Maint Serv	\$375.00
9767	JK MECHANICAL CONTRACTORS INC	E	01	117	810	000	000	350	Repairs Maint Serv	\$250.00
9767 Total										<u>\$625.00</u>
9768	KNUTSON STEVE	E	01	300	294	709	000	305	Consulting Fees	\$158.00
9768 Total										<u>\$158.00</u>
9769	KOSEY RAY	E	01	300	294	709	000	305	Consulting Fees	\$158.00
9769 Total										<u>\$158.00</u>
9770	KOWALSKI TERRI	E	01	300	230	000	000	460	Textbooks Workbooks	\$97.20
9770 Total										<u>\$97.20</u>
9771	KRAUS-ANDERSON	E	06	116	870	000	000	311	Prof Tech Services	\$76,054.20
9771	KRAUS-ANDERSON	E	06	005	870	000	000	311	Prof Tech Services	\$10,760.08
9771 Total										<u>\$86,814.28</u>
9772	KUSH-JEFFERY SHANON	E	04	500	580	000	325	401		\$21.59
9772	KUSH-JEFFERY SHANON	E	04	500	582	000	344	401		\$13.75
9772 Total										<u>\$35.34</u>
9773	L & M SUPPLY INC	E	01	300	361	893	830	433	Ind Instructnl Mtrls	\$94.99
9773	L & M SUPPLY INC	E	01	300	250	000	000	430	Instruct Supplies	\$14.99
9773 Total										<u>\$109.98</u>
9774	LAMPPA STACIE	E	01	005	010	000	000	401	Print-Publish	\$69.00
9774 Total										<u>\$69.00</u>
9775	LEMIEUX STEPHEN	E	01	112	810	000	000	350	Repairs Maint Serv	\$850.00
9775 Total										<u>\$850.00</u>
9776	MACNEIL ENVIRONMENTAL INC	E	03	005	750	000	720	311	Prof Tech Services	\$260.00
9776 Total										<u>\$260.00</u>
9777	MCDERMID STEPHANIE	E	01	005	640	000	316	366	Travel	\$70.74
9777 Total										<u>\$70.74</u>
9778	MCDONALD PAUL	E	01	300	294	709	000	305	Consulting Fees	\$93.00
9778	MCDONALD PAUL	E	01	300	294	709	000	305	Consulting Fees	\$61.00
9778 Total										<u>\$154.00</u>
9779	MCDOWELL LAURIE	E	01	005	640	000	316	366	Travel	\$39.95
9779 Total										<u>\$39.95</u>
9780	MCGRAW-HILL SCHOOL EDUCATION HOLDINGS	E	01	005	030	000	000	401	AS PER ATTACHED QUOTE NO. TWINC-1201202	\$126.98
9780 Total										<u>\$126.98</u>
9781	MENARDS	E	01	300	361	893	830	433	Ind Instructnl Mtrls	\$54.42
9781	MENARDS	E	01	300	255	000	000	430	Instruct Supplies	\$99.57
9781	MENARDS	E	01	302	255	000	000	430	Instructional Supply	\$261.95
9781	MENARDS	E	01	300	255	000	000	430	Instruct Supplies	\$84.35
9781	MENARDS	E	01	302	255	000	000	430	Instructional Supply	\$27.27
9781	MENARDS	E	01	005	606	000	000	430	Instruct Supplies	\$140.78
9781	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$138.50

9781	MENARDS	E	05	300	850	052	302	520	Bldg Improvements	\$274.00
9781 Total										<u>\$1,080.84</u>
9782	MESABI SIGN CO INC	E	06	300	870	000	000	311	Prof Tech Services	\$13,150.00
9782 Total										<u>\$13,150.00</u>
9783	MESPA	E	01	005	640	000	316	366	Travel	\$375.00
9783	MESPA	E	01	005	640	000	316	366	Travel	\$375.00
9783 Total										<u>\$750.00</u>
9784	METRO SALES INC	E	05	005	850	000	302	386	Computer and Tech Hdwr Rental	\$1,132.41
9784	METRO SALES INC	E	05	005	850	000	302	386	Computer and Tech Hdwr Rental	\$5,570.94
9784 Total										<u>\$6,703.35</u>
9785	MINNEAPOLIS OXYGEN COMPANY	E	01	300	361	893	830	433	Ind Instructnl Mtrls	\$466.08
9785	MINNEAPOLIS OXYGEN COMPANY	E	01	300	361	893	830	433	Ind Instructnl Mtrls	\$152.33
9785 Total										<u>\$618.41</u>
9786	MINNESOTA NORTH COLLEGE	E	01	300	690	000	000	390	Pmt Educ Pur MN Dist	\$3,172.68
9786 Total										<u>\$3,172.68</u>
9787	MINNESOTA TELECOMMUNICATIONS	E	01	300	211	000	000	320		\$444.78
9787	MINNESOTA TELECOMMUNICATIONS	E	01	101	203	000	000	320		\$850.00
9787	MINNESOTA TELECOMMUNICATIONS	E	03	005	760	000	720	320		\$595.00
9787	MINNESOTA TELECOMMUNICATIONS	E	01	101	203	000	000	320		\$850.00
9787	MINNESOTA TELECOMMUNICATIONS	E	04	500	505	000	321	320		\$222.39
9787	MINNESOTA TELECOMMUNICATIONS	E	03	005	760	000	720	320		\$1,408.47
9787	MINNESOTA TELECOMMUNICATIONS	E	02	005	770	000	701	320		\$222.39
9787	MINNESOTA TELECOMMUNICATIONS	E	01	302	810	000	000	320		\$222.39
9787	MINNESOTA TELECOMMUNICATIONS	E	01	117	810	000	000	320		\$222.39
9787	MINNESOTA TELECOMMUNICATIONS	E	01	112	203	000	000	320		\$222.39
9787	MINNESOTA TELECOMMUNICATIONS	E	01	005	810	000	000	320		\$3,409.98
9787	MINNESOTA TELECOMMUNICATIONS	E	01	005	606	000	000	320		\$815.43
9787	MINNESOTA TELECOMMUNICATIONS	E	01	005	020	000	000	320		\$222.39
9787	MINNESOTA TELECOMMUNICATIONS	R	01	005	000	000	000	099	Miscellaneous	\$5,784.10
9787 Total										<u>\$15,492.10</u>
9788	MITCHELL DANA	E	04	703	590	000	351	460	Textbooks/Workbooks	\$241.82
9788 Total										<u>\$241.82</u>
9789	MN DEPARTMENT OF EDUCATION	R	04	500	000	000	165	400	Federal Aids & Grant	\$27,199.66
9789 Total										<u>\$27,199.66</u>
9790	MN DEPT OF HEALTH	E	02	005	770	000	701	311	Prof Tech Services	\$820.00
9790 Total										<u>\$820.00</u>
9791	MN DEPT OF LABOR & INDUSTRY	E	01	101	810	000	000	350	Repair & Maint Service	\$100.00
9791	MN DEPT OF LABOR & INDUSTRY	E	01	300	810	000	000	350	Repairs Maint Serv	\$100.00
9791	MN DEPT OF LABOR & INDUSTRY	E	01	112	810	000	000	420	Repair Supplies	\$210.00
9791 Total										<u>\$410.00</u>
9792	MN IAAA	E	01	300	292	000	000	820	Dues/Mmbrshp/License	\$390.00
9792 Total										<u>\$390.00</u>
9793	MOSS	E	01	300	257	000	000	456	Instructional Tech Supplies	\$73,852.95
9793 Total										<u>\$73,852.95</u>
9794	MYERS MAGDALEN	E	01	005	107	050	000	366	Travel	\$215.69
9794 Total										<u>\$215.69</u>
9795	PARK CENTER HIGH SCHOOL	E	01	300	294	711	000	364	Entry Fees/Student Travel	\$250.00
9795 Total										<u>\$250.00</u>
9796	PER MAR SECURITY SERVICES	E	05	005	865	000	363	311	Prof Tech Services	\$795.00
9796 Total										<u>\$795.00</u>
9797	PERPICH TV & MUSIC INC	E	01	112	203	000	000	401	General Supplies	\$749.99
9797 Total										<u>\$749.99</u>

9798	PETERSON LINDA E	E	04	701	590	000	350	311	Prof Tech Services	\$1,030.00
9798 Total										<u>\$1,030.00</u>
9799	RACHEL CONTRACTING LLC	E	06	005	870	000	000	311	Prof Tech Services	\$2,850.00
9799 Total										<u>\$2,850.00</u>
9800	RANGE MENTAL HEALTH CENTER INC	E	01	005	420	000	799	305	Consulting Fees	\$2,884.50
9800 Total										<u>\$2,884.50</u>
9801	RATWIK ROSZAK & MALONEY	E	01	005	150	000	000	311	Prof Tech Services	\$41.00
9801 Total										<u>\$41.00</u>
9802	RIVERSIDE INSIGHTS	E	01	112	412	000	740	433	2001258, RIVERSIDE SCORE ACCESS KEY - ONLI	\$180.00
9802	RIVERSIDE INSIGHTS	E	01	112	412	000	740	433	2000284, BD1-3 DEVELOPMENTAL COMPLETE P	\$562.00
9802	RIVERSIDE INSIGHTS	E	01	112	412	000	740	433	Freight	\$56.20
9802 Total										<u>\$798.20</u>
9803	ROCKLER WOODWORKING AND HARDWARE	E	06	300	870	000	000	530	Equipment	\$222.71
9803 Total										<u>\$222.71</u>
9804	ROEN ADAM C	E	01	300	294	709	000	305	Consulting Fees	\$50.00
9804	ROEN ADAM C	E	01	300	294	709	000	305	Consulting Fees	\$50.00
9804 Total										<u>\$100.00</u>
9805	RUPP, ANDERSON, SQUIRES & WALDSPURGER, E	E	01	005	150	000	000	311	Prof Tech Services	\$559.50
9805 Total										<u>\$559.50</u>
9806	SCHOLARSHIP RECIPIENT	E	18	005	960	000	000	898	Scholarships	\$3,000.00
9806 Total										<u>\$3,000.00</u>
9807	SCREEN VISION MEDIA	E	01	005	640	000	316	820	Dues-Memberships-Lic-Fees	\$480.00
9807 Total										<u>\$480.00</u>
9808	SHI	E	06	300	870	000	000	555	AS PER ATTACHED QUOTATION # 22849493	\$18,300.00
9808	SHI	E	06	300	870	000	000	555	AS PER ATTACHED QUOTATION # 22849536	\$40,860.00
9808	SHI	E	01	005	606	000	000	311	AS PER ATTACHED QUOTATION # 22659917	\$18,322.00
9808	SHI	E	06	300	870	000	000	555	AS PER ATTACHED QUOTATION # 22828824	\$9,450.00
9808 Total										<u>\$86,932.00</u>
9809	SHRED-N-GO INC	E	01	112	203	000	000	401		\$64.08
9809	SHRED-N-GO INC	E	01	300	211	000	000	401		\$64.08
9809	SHRED-N-GO INC	E	01	005	110	000	000	401		\$64.08
9809	SHRED-N-GO INC	E	01	116	203	000	000	401		\$50.00
9809 Total										<u>\$242.24</u>
9810	SHUBAT TRANSPORTATION	E	01	300	294	709	733	361	Private Trans Cont	\$2,500.00
9810 Total										<u>\$2,500.00</u>
9811	SKADSEM BRIAN	E	01	300	294	709	000	305	Consulting Fees	\$50.00
9811 Total										<u>\$50.00</u>
9812	SOURCEWELL	E	01	005	030	000	000	401	General Supplies	\$22,200.00
9812 Total										<u>\$22,200.00</u>
9813	ST LOUIS COUNTY AUDITOR	E	01	005	199	000	000	319	Other Personal Srvc	\$2,357.18
9813 Total										<u>\$2,357.18</u>
9814	SUPER ONE	E	01	300	214	038	000	401	General Supplies	\$8.48
9814	SUPER ONE	E	01	300	214	038	000	401	General Supplies	\$2.29
9814	SUPER ONE	E	01	005	107	050	000	401	General Supplies	\$15.67
9814	SUPER ONE	E	01	005	107	050	000	401	General Supplies	\$14.43
9814	SUPER ONE	E	01	005	107	050	000	401	General Supplies	\$26.77
9814	SUPER ONE	E	01	005	690	000	510	401	General Supplies	\$16.89
9814	SUPER ONE	E	01	005	690	000	510	401	General Supplies	\$51.80
9814 Total										<u>\$136.33</u>
9815	SWANK MOVIE LICENSING USA	E	01	005	606	000	000	311	Prof Tech Services	\$1,164.00
9815 Total										<u>\$1,164.00</u>

9816	TAUS DAVID	E	01	300	294	709	000	305	Consulting Fees	\$163.00
9816	TAUS DAVID	E	01	300	296	709	000	305	Consulting Fees	\$158.00
9816 Total										<u>\$321.00</u>
9817	TAVERN IN THE BAY	E	01	005	690	000	510	366	Travel	\$218.32
9817 Total										<u>\$218.32</u>
9818	TEACHERS ON CALL	E	01	101	640	000	000	303		\$171.32
9818	TEACHERS ON CALL	E	04	500	581	000	344	305		\$1,035.75
9818	TEACHERS ON CALL	E	01	302	420	000	740	307		\$119.00
9818	TEACHERS ON CALL	E	01	302	211	000	000	305		\$1,169.33
9818	TEACHERS ON CALL	E	01	101	420	000	740	307		\$833.00
9818	TEACHERS ON CALL	E	01	101	203	000	000	305		\$1,872.18
9818	TEACHERS ON CALL	E	01	300	420	000	740	307		\$2,425.32
9818	TEACHERS ON CALL	E	01	300	211	000	000	305		\$2,156.60
9818	TEACHERS ON CALL	E	01	116	420	000	740	307		\$2,058.73
9818	TEACHERS ON CALL	E	01	116	203	000	000	305		\$843.98
9818	TEACHERS ON CALL	E	01	112	420	000	740	307		\$1,564.85
9818	TEACHERS ON CALL	E	01	112	203	000	000	305		\$953.50
9818	TEACHERS ON CALL	E	01	302	211	000	000	305	Consult/Fees For Svc	\$96.65
9818 Total										<u>\$15,300.21</u>
9819	TK ELEVATOR CORPORATION	E	01	112	810	000	000	350	Repairs Maint Serv	\$197.68
9819	TK ELEVATOR CORPORATION	E	01	300	810	000	000	350	Repairs Maint Serv	\$824.36
9819 Total										<u>\$1,022.04</u>
9820	TNT CONSTRUCTION GROUP LLC	E	06	005	870	000	000	311	Prof Tech Services	\$37,050.00
9820 Total										<u>\$37,050.00</u>
9821	TRANSFINDER	E	03	005	760	000	720	305	Cons Fee/Fee For Srv	\$3,750.00
9821 Total										<u>\$3,750.00</u>
9822	UNITED ELECTRIC COMPANY	E	01	300	810	000	000	350	Repairs Maint Serv	\$65.20
9822	UNITED ELECTRIC COMPANY	E	01	117	810	000	000	350	Repairs Maint Serv	\$43.70
9822 Total										<u>\$108.90</u>
9823	VAN IWAARDEN ASSOCIATES	E	01	005	110	000	000	311	Prof Tech Services	\$8,000.00
9823 Total										<u>\$8,000.00</u>
9824	VC3 INC	E	06	005	870	000	000	311	Prof Tech Services	\$942.60
9824 Total										<u>\$942.60</u>
9825	VIGER SANDRA	E	01	005	640	000	316	366	Travel	\$30.65
9825 Total										<u>\$30.65</u>
9826	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	333		\$551.70
9826	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	332		\$245.50
9826	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	440		\$63.60
9826	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	440	Fuel For Bldgs	\$9,385.26
9826	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	331	Electricity	\$15,570.37
9826	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	334	Garbage	\$1,427.70
9826	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	440	Fuel For Bldgs	\$5,508.40
9826	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	333		\$169.08
9826	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	332		\$88.00
9826	VIRGINIA PUBLIC UTILITITES	E	01	300	810	000	000	440		\$1,857.00
9826	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	333		\$59.76
9826	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	332		\$43.00
9826	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	331		\$45.33
9826	VIRGINIA PUBLIC UTILITITES	E	01	005	810	000	000	440		\$857.40
9826	VIRGINIA PUBLIC UTILITITES	E	01	117	810	000	000	334		\$538.50
9826	VIRGINIA PUBLIC UTILITITES	E	01	117	810	000	000	333		\$260.18
9826	VIRGINIA PUBLIC UTILITITES	E	01	117	810	000	000	332		\$125.50
9826	VIRGINIA PUBLIC UTILITITES	E	01	117	810	000	000	331		\$3,142.19

9826	VIRGINIA PUBLIC UTILITIES	E	01	117	810	000	000	440		\$5,828.52
9826 Total										<u>\$45,766.99</u>
9827	W A FISHER COMPANY	E	01	005	010	000	000	380	Print-Publish	\$33.00
9827	W A FISHER COMPANY	E	01	005	010	000	000	401	General Supplies	\$45.00
9827	W A FISHER COMPANY	E	01	005	107	050	000	401	General Supplies	\$1,416.00
9827	W A FISHER COMPANY	E	01	005	107	050	000	401	General Supplies	\$694.00
9827	W A FISHER COMPANY	E	01	005	107	050	000	401	General Supplies	\$136.00
9827	W A FISHER COMPANY	E	01	005	107	050	000	401	General Supplies	\$51.00
9827 Total										<u>\$2,375.00</u>
9828	WETZEL JAY	E	01	300	294	709	000	305	Consulting Fees	\$163.00
9828 Total										<u>\$163.00</u>
9829	WHITE KEVIN	E	01	300	296	709	000	305	Consulting Fees	\$158.00
9829	WHITE KEVIN	E	01	300	296	709	000	305	Consulting Fees	\$68.00
9829 Total										<u>\$226.00</u>
9830	WINANS ARCHIE	E	01	300	296	709	000	305	Consulting Fees	\$158.00
9830 Total										<u>\$158.00</u>
9831	ZUPETZ JEFF	E	01	300	294	709	000	305	Consulting Fees	\$180.00
9831 Total										<u>\$180.00</u>
290702-29073	PAYROLL 01/13/23									\$810,054.30
	OASDI									\$48,394.62
	MEDICARE									\$11,321.85
	PERA									\$19,562.69
	TRA									\$46,033.65
	TSA MATCH									\$4,437.06
TOTAL DISBURSEMENTS & PAYROLLS										<u>\$1,992,671.01</u>

Seconded by

that the above resolution be adopted.

Resolution adopted January 23, 2023.

Clerk

Chairperson

ROCK RIDGE PUBLIC SCHOOLS

Work Agreement for Salary and Benefits for the Data Specialist/1:1 Coordinator Cierra Brellie

Work Years July 1, 2022 through June 30, 2024

Salary for 2022-23: \$60,343 2023-24: \$61,550

Supervisor: Technology Director

Days Worked: 46 Weeks (230 Days)

Work Day: Usually 8 hours or as needed to meet the needs of the district.

Personal Leave: 2 days per year

Sick Leave: 20 days accumulative to a maximum of 135. This includes up to 3 days (to be deducted from sick leave) for bereavement leave for the death of an immediate family member.

Health Insurance: BC/BS VEBA plan #835 as chosen by the District.

The District will contribute to the employee's health insurance premiums as follows:

District Premium Contribution: Single Policy = 95% less \$25/month

Family Policy = 70% less \$25/month

Example: (monthly family premium x 70%) - \$25 = District

contribution

The District will contribute to the employee's VEBA savings account as follows:

District VEBA Contribution: 2022-24 school year = 85% of VEBA deductible

VEBA contribution deposits will be made quarterly.

Dental Insurance: Shall be the Delta Dental Non-contracted Subgroup 0002 Plan. The District will pay 100% of the premium for a single policy or 75% of the premium for a family policy.

Life Insurance: The premium for a \$50,000 Term Life Policy shall be paid by the District.

Long Term Disability Insurance: Shall be provided by the District.

Tax-Sheltered Annuities: Eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) or 457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District will match payroll deduction up to an amount of \$450 annually.

Health Care Savings Plan: Contributions based on School District Policy #430.

The purpose of this document is to set forth the wages and benefits for the listed position; it is not intended to serve as an employment contract. The district reserves the right to reduce or eliminate the listed position at any time or to terminate the employee for just cause. Signatures below indicate an understanding and acceptance of the terms of this document.

Signature of Employee Ciera Brelie Date of Employee's Signature 12/29/2022

Signature of Board Chair _____ Date of Chair's Signature _____

Signature of Board Clerk _____ Date of Clerk's Signature _____

ROCK RIDGE PUBLIC SCHOOLS

Salary and Benefits for the Finance Assistant/Payroll – Stephanie McDermid Work Year July 1, 2022 through June 30, 2024

Salary for 2022-23: \$47,406 2023-2024: \$48,354

Days Worked = 208 (.8 FTE) Supervisor: Business Manager

Work Day = 8 hours exclusive of lunch with more time as needed to meet the needs of the district.
Expectation to work on days that school is called off for inclement weather.

Holidays = 12 (New Year's Eve, New Year's Day, President's Day, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day).

Vacation Days = 20 Days

Sick Leave = 15 days accumulative to a maximum of 130. This includes bereavement leave.

Health Insurance: BC/BS VEBA plan #835 as chosen by the District.

The District will contribute to the employee's health insurance premiums as follows:

District Premium Contribution:	Single Policy = 95% less \$25/month
	Family Policy = 70% less \$25/month

Example: (monthly single premium x 95%) - \$25 = District contribution

The District will annually contribute to the employee's VEBA savings account as follows:

Annual District VEBA Contribution:	2022-2024 = 85% of VEBA deductible
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VEBA contribution deposits will be made quarterly starting September.

Dental Insurance: Shall be the Delta Dental Non-contracted Subgroup 0002 Plan. The District will pay 100% of the premium cost for a single policy or 75% of the premiums for a family policy.

Life Insurance: The premium for a \$50,000 Term Life Policy shall be paid by the District.

Long Term Disability Insurance: Shall be provided by the district.

Tax-Sheltered Annuities: The employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) or 457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District will match the payroll deduction up to an amount of \$1,150 annually.

Health Care Savings Plan: Contribution based on School District Policy #430.

The purpose of this document is to set forth the wages and benefits for the listed position, it is not intended to serve as an employment contract. The district reserves the right to reduce or eliminate the position at any time or to terminate the employee for just cause. Signatures below indicate an understanding and acceptance of the terms of this document.

Signature of Employee Stephen K Date of Employee's Signature 12/19/22

Signature of Board Chair _____ Date of Chair's Signature _____

Signature of Board Clerk _____ Date of Clerk's Signature _____

Signature of Employee *Sandra Vigen*

Date of Employee's Signature 12/19/22

Signature of Board Chair _____

Date of Chair's Signature _____

Signature of Board Clerk _____

Date of Clerk's Signature _____

ROCK RIDGE PUBLIC SCHOOLS

Salary and Benefits for the Payroll Benefits Clerk – Janelle Dolinsek Work Year July 1, 2022 through June 30, 2024

Salary for 2022-2023: \$63,240 2023-2024: \$64,505

Days Worked = 261 Supervisor: Business Manager

Work Day = 8 hours exclusive of lunch with more time as needed to meet the needs of the district.
Expectation to work on days that school is called off for inclement weather.

Holidays = 12 (New Year's Eve, New Year's Day, President's Day, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day).

Vacation Days = 25 Days

Sick Leave = 18 days accumulative to a maximum of 130. This includes bereavement leave.

Health Insurance: BC/BS VEBA plan #835 as chosen by the District.

The District will contribute to the employee's health insurance premiums as follows:

District Premium Contribution:	Single Policy = 95% less \$25/month
	Family Policy = 70% less \$25/month

Example: (monthly single premium x 95%) - \$25 = District contribution

The District will annually contribute to the employee's VEBA savings account as follows:

Annual District VEBA Contribution:	2022-2024 = 85% of VEBA deductible
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VEBA contribution deposits will be made quarterly starting September.

Dental Insurance: Shall be the Delta Dental Non-contracted Subgroup 0002 Plan. The District will pay 100% of the premium cost for a single policy or 75% of the premiums for a family policy.

Life Insurance: The premium for a \$50,000 Term Life Policy shall be paid by the District.

Long Term Disability Insurance: Shall be provided by the district.

Tax-Sheltered Annuities: The employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) or 457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District will match the payroll deduction up to an amount of \$1,150 annually.

Health Care Savings Plan: Contribution based on School District Policy #430.

The purpose of this document is to set forth the wages and benefits for the listed position, it is not intended to serve as an employment contract. The district reserves the right to reduce or eliminate the position at any time or to terminate the employee for just cause. Signatures below indicate an understanding and acceptance of the terms of this document.

Signature of Employee *Paula Smith* Date of Employee's Signature 12/20/22

Signature of Board Chair _____ Date of Chair's Signature _____

Signature of Board Clerk _____ Date of Clerk's Signature _____

ROCK RIDGE PUBLIC SCHOOLS

Salary and Benefits for the Controller – Andrea Lintula Work Year July 1, 2022 through June 30, 2024

Salary for 2022-23: \$65,280 2023-2024: \$66,586

Days Worked = 261 Supervisor: Business Manager

Work Day = 8 hours exclusive of lunch with more time as needed to meet the needs of the district.
Expectation to work on days that school is called off for inclement weather.

Holidays = 12 (New Year's Eve, New Year's Day, President's Day, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day).

Vacation Days = 25 Days

Sick Leave = 18 days accumulative to a maximum of 130. This includes bereavement leave.

Health Insurance: BC/BS VEBA plan #835 as chosen by the District.

The District will contribute to the employee's health insurance premiums as follows:

District Premium Contribution:	Single Policy = 95% less \$25/month
	Family Policy = 70% less \$25/month

Example: (monthly single premium x 95%) - \$25 = District contribution

The District will annually contribute to the employee's VEBA savings account as follows:

Annual District VEBA Contribution:	2022-2024 = 85% of VEBA deductible
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VEBA contribution deposits will be made quarterly starting September.

Dental Insurance: Shall be the Delta Dental Non-contracted Subgroup 0002 Plan. The District will pay 100% of the premium cost for a single policy or 75% of the premiums for a family policy.

Life Insurance: The premium for a \$50,000 Term Life Policy shall be paid by the District.

Long Term Disability Insurance: Shall be provided by the district.

Tax-Sheltered Annuities: The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) or 457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District will match the payroll deduction up to an amount of \$1,150 annually.

Health Care Savings Plan: Contribution based on School District Policy #430.

The purpose of this document is to set forth the wages and benefits for the listed position, it is not intended to serve as an employment contract. The district reserves the right to reduce or eliminate the position at any time or to terminate the employee for just cause. Signatures below indicate an understanding and acceptance of the terms of this document.

Signature of Employee Andrea Lintula

Date of Employee's Signature 01/06/2023

Signature of Board Chair _____

Date of Chair's Signature _____

Signature of Board Clerk _____

Date of Clerk's Signature _____

ROCK RIDGE PUBLIC SCHOOLS

Salary and Benefits for the Executive Assistant/HR – Debra Wiirre

Salary for 2022-2023: \$61,200 2023-2024: \$62,424

Days Worked = 261 Supervisor: Superintendent

Work Day = 8 hours exclusive of lunch with more time as needed to meet the needs of the district. Expectation to work on days that school is called off for inclement weather.

Holidays = 12 (New Year's Eve, New Year's Day, President's Day, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day).

Vacation Days = 25 Days

Sick Leave = 18 days accumulative to a maximum of 130. This includes bereavement leave.

Health Insurance: BC/BS VEBA plan #835 as chosen by the District.

The District will contribute to the employee's health insurance premiums as follows:

District Premium Contribution: Single Policy = 95% less \$25/month
Family Policy = 70% less \$25/month

Example: (monthly single premium x 95%) - \$25 = District contribution

The District will annually contribute to the employee's VEBA savings account as follows:

Annual District VEBA Contribution: 2022-2024 = 85% of VEBA deductible
VEBA contribution deposits will be made quarterly starting September.

Dental Insurance: Shall be the Delta Dental Non-contracted Subgroup 0002 Plan. The District will pay 100% of the premium cost for a single policy or 75% of the premiums for a family policy.

Life Insurance: The premium for a \$50,000 Term Life Policy shall be paid by the District.

Long Term Disability Insurance: Shall be provided by the district.

Tax-Sheltered Annuities: The employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) or 457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District will match the payroll deduction up to an amount of \$1,150 annually.

Health Care Savings Plan: Contribution based on School District Policy #430.

The purpose of this document is to set forth the wages and benefits for the listed position, it is not intended to serve as an employment contract. The district reserves the right to reduce or eliminate the position at any time or to terminate the employee for just cause. Signatures below indicate an understanding and acceptance of the terms of this document.

Signature of Employee Debrah Jen Date of Employee's Signature 01/04/2023

Signature of Board Chair _____ Date of Chair's Signature _____

Signature of Board Clerk _____ Date of Clerk's Signature _____

Signature of Employee *Shiv M. Samra* Date of Employee's Signature **1/5/23**

Signature of Board Chair _____ Date of Chair's Signature _____

Signature of Board Clerk _____ Date of Clerk's Signature _____

ROCK RIDGE PUBLIC SCHOOLS

Work Agreement for Salary and Benefits for the School to Work and Fundraising and Grants

Willie Spelts

Work Years July 1, 2022 through June 30, 2024

Salary for 2022-23: \$115,700 **Salary for 2023-24:** \$118,014

Supervisors: Superintendent

Days Worked: 44 Weeks (220 Days)

Work Day: Usually 8 hours or as needed to meet the needs of the district.

Personal Leave: 2 days per year

Sick Leave: 20 days accumulative to a maximum of 135. This includes up to 3 days (to be deducted from sick leave) for bereavement leave for the death of an immediate family member.

Health Insurance: BC/BS VEBA plan #835 as chosen by the District.

The District will contribute to the employee's health insurance premiums as follows:

District Premium Contribution:	Single Policy =	95% less \$25/month
	Family Policy =	90% less \$25/month

Example: (monthly family premium x 90%) - \$25 = District contribution

The District will contribute to the employee's VEBA savings account as follows:

District VEBA Contribution: 2022-24 school year = 85% of VEBA deductible

VEBA contribution deposits will be made quarterly.

Dental Insurance: Shall be the Delta Dental Non-contracted Subgroup 0002 Plan. The District will pay 100% of the premium cost for a single policy or a family policy.

Life Insurance: The premium for a \$100,000 Term Life Policy shall be paid by the District.

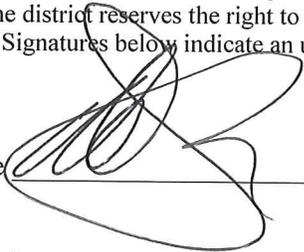
Long Term Disability Insurance: Shall be provided by the District.

Tax-Sheltered Annuities: Eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) or 457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District will match the School to Work/Fundraising Director's payroll deduction up to an amount of \$1,200 annually.

Health Care Savings Plan: Contributions based on School District Policy #430.

Dues: State and Local Activities Dues to be paid by the district as approved by Superintendent.

The purpose of this document is to set forth the wages and benefits for the listed position, it is not intended to serve as an employment contract. The district reserves the right to reduce or eliminate the listed position at any time or to terminate the employee for just cause. Signatures below indicate an understanding and acceptance of the terms of this document.

Signature of Employee  _____ Date of Employee's Signature 12-19-22

Signature of Board Chair _____ Date of Chair's Signature _____

Signature of Board Clerk _____ Date of Clerk's Signature _____

ROCK RIDGE PUBLIC SCHOOLS

Salary and Benefits for the Activities Director – William Hazelton

Work Year July 1, 2022 through June 30, 2024

Salary for 2022-2023: \$90,836
2023-2024: \$92,653

Supervisor: Superintendent

Work Day = 8 hours exclusive of lunch with more time as needed to meet the needs of the district. Expectation to work on days that school is called off for inclement weather. After consultation with the superintendent, work hours and days may be adjusted when school is not in session.

Holidays = 11 (New Year's Eve, New Year's Day, President's Day, Good Friday, Easter Monday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day)

Work Days = 230

Sick Leave = 20 days accumulative to a maximum of 135. This includes bereavement leave.

Health Insurance: BC/BS VEBA plan #835 as chosen by the District.

The District will contribute to the employee's health insurance premiums as follows:

District Premium Contribution: Single Policy = 95% less \$25/month

Family Policy = 90% less \$25/month

Example: (monthly family premium x 90%) - \$25 = District contribution

The District will annually contribute to the employee's VEBA savings account as follows:

Annual District VEBA Contribution: 2022-2024 = 85% of VEBA deductible

VEBA contribution deposits will be made quarterly starting September.

Tax-Sheltered Annuities: The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) or 457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District will match the Employee's payroll deduction up to an amount of \$1,150 annually.

Dental Insurance: Shall be the Delta Dental Non-contracted Subgroup 0002 Plan. The District will pay 100% of the premium for a family policy.

Life Insurance: The premium for a \$100,000 Term Life Policy shall be paid by the District

Long Term Disability Insurance: Will be provided by the District.

Health Care Savings Plan: Contributions based on School District Policy #430.

The purpose of this document is to set the wages and benefits for the listed position, it is not intended to serve as an employment contract. The district reserves the right to reduce or eliminate the listed position at any time or to terminate the employee for just cause. Signatures below indicate an understanding and acceptance of the terms of this document.

Signature of Employee  Date of Employee's Signature 12-19-22

Signature of Board Chair _____ Date of Chair's Signature _____

Signature of Board Clerk _____ Date of Clerk's Signature _____

ROCK RIDGE PUBLIC SCHOOLS

Salary and Benefits for the Supervisor of Maintenance/Custodians – Mike Hoag

Work Year July 1, 2022 through June 30, 2024

Salary for 2022-2023: \$80,070
2023-2024: \$81,671

Supervisor: Superintendent

Work Day = 8 hours exclusive of lunch with more time as needed to meet the needs of the district. Expectation to work on days that school is called off for inclement weather. After consultation with the superintendent, work hours and days may be adjusted when school is not in session.

Holidays = 12 (New Year's Eve, New Year's Day, President's Day, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day)

Work Days = 261 **Vacation Days** = 25 Days

Sick Leave = 20 days accumulative to a maximum of 135. This includes bereavement leave.

Health Insurance: BC/BS VEBA plan #835 as chosen by the District.

The District will contribute to the employee's health insurance premiums as follows:

District Premium Contribution: Single Policy = 95% less \$25/month

Family Policy = 90% less \$25/month

Example: (monthly family premium x 90%) - \$25 = District contribution

The District will annually contribute to the employee's VEBA savings account as follows:

Annual District VEBA Contribution: 2022-2024 = 85% of VEBA deductible

VEBA contribution deposits will be made quarterly starting September.

Tax-Sheltered Annuities: The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) or 457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District will match the Employee's payroll deduction up to an amount of \$1,150 annually.

Dental Insurance: Shall be the Delta Dental Non-contracted Subgroup 0002 Plan. The District will pay 100% of the premium for a family policy.

Life Insurance: The premium for a \$100,000 Term Life Policy shall be paid by the District

Long Term Disability Insurance: Will be provided by the District.

Health Care Savings Plan: Contributions based on School District Policy #430.

The purpose of this document is to set the wages and benefits for the listed position, it is not intended to serve as an employment contract. The district reserves the right to reduce or eliminate the listed position at any time or to terminate the employee for just cause. Signatures below indicate an understanding and acceptance of the terms of this document.

Signature of Employee Mike Hoag Date of Employee's Signature 12-20-22

Signature of Board Chair _____ Date of Chair's Signature _____

Signature of Board Clerk _____ Date of Clerk's Signature _____

ROCK RIDGE PUBLIC SCHOOLS

**Salary and Benefits for the Director of Transportation – Bob Voss
Work Year July 1, 2022 through June 30, 2024**

Salary for 2022-2023: **\$83,640**
 2023-2024: **\$85,313**

Supervisor: Superintendent

Work Day = 8 hours exclusive of lunch with more time as needed to meet the needs of the district. Expectation to work on days that school is called off for inclement weather. After consultation with the superintendent, work hours and days may be adjusted when school is not in session.

Holidays = 12 (New Year’s Eve, New Year's Day, President's Day, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day)

Work Days = 261 **Vacation Days** = 25 Days

Sick Leave = 20 days accumulative to a maximum of 135. This includes bereavement leave.

Health Insurance: BC/BS VEBA plan #835 as chosen by the District.

The District will contribute to the employee’s health insurance premiums as follows:

District Premium Contribution: Single Policy = 95% less \$25/month
Family Policy = 90% less \$25/month

Example: (monthly family premium x 90%) - \$25 = District contribution

The District will annually contribute to the employee’s VEBA savings account as follows:

Annual District VEBA Contribution: 2022-2024 = 85% of VEBA deductible

VEBA contribution deposits will be made quarterly starting September.

Tax-Sheltered Annuities: The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) or 457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District will match the Employee’s payroll deduction up to an amount of \$1,150 annually.

Dental Insurance: Shall be the Delta Dental Non-contracted Subgroup 0002 Plan. The District will pay 100% of the premium for a family policy.

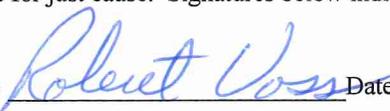
Life Insurance: The premium for a \$100,000 Term Life Policy shall be paid by the District

Long Term Disability Insurance: Will be provided by the District.

Dues: The District Shall pay the dues for two state associations

Health Care Savings Plan: Contributions based on School District Policy #430.

The purpose of this document is to set the wages and benefits for the listed position, it is not intended to serve as an employment contract. The district reserves the right to reduce or eliminate the listed position at any time or to terminate the employee for just cause. Signatures below indicate an understanding and acceptance of the terms of this document.

Signature of Employee  Date of Employee's Signature 12-20-22

Signature of Board Chair _____ Date of Chair's Signature _____

Signature of Board Clerk _____ Date of Clerk's Signature _____

ROCK RIDGE PUBLIC SCHOOLS

Salary and Benefits for the Technology Director – William Bryson III Work Year July 1, 2022 through June 30, 2024

Salary for 2022-2023: \$100,614
2023-2024: \$102,626

Supervisor: Superintendent

Work Day = 8 hours exclusive of lunch with more time as needed to meet the needs of the district. Expectation to work on days that school is called off for inclement weather. After consultation with the superintendent, work hours and days may be adjusted when school is not in session.

Holidays = 12 (New Year's Eve, New Year's Day, President's Day, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day)

Work Days = 210

Sick Leave = 20 days accumulative to a maximum of 135. This includes bereavement leave.

Health Insurance: BC/BS VEBA plan #835 as chosen by the District.

The District will contribute to the employee's health insurance premiums as follows:

District Premium Contribution: Single Policy = 95% less \$25/month

Family Policy = 90% less \$25/month

Example: (monthly family premium x 90%) - \$25 = District contribution

The District will annually contribute to the employee's VEBA savings account as follows:

Annual District VEBA Contribution: 2022-2023 = 85% of VEBA deductible

VEBA contribution deposits will be made quarterly starting September.

Tax-Sheltered Annuities: The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) or 457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District will match the Employee's payroll deduction up to an amount of \$1,150 annually.

Dental Insurance: Shall be the Delta Dental Non-contracted Subgroup 0002 Plan. The District will pay 100% of the premium for a family policy.

Life Insurance: The premium for a \$100,000 Term Life Policy shall be paid by the District

Long Term Disability Insurance: Will be provided by the District.

Health Care Savings Plan: Contributions based on School District Policy #430.

The purpose of this document is to set the wages and benefits for the listed position, it is not intended to serve as an employment contract. The district reserves the right to reduce or eliminate the listed position at any time or to terminate the employee for just cause. Signatures below indicate an understanding and acceptance of the terms of this document.

Signature of Employee Bill Bryson III Date of Employee's Signature 12/20/2022

Signature of Board Chair _____ Date of Chair's Signature _____

Signature of Board Clerk _____ Date of Clerk's Signature _____

ROCK RIDGE PUBLIC SCHOOLS

Salary and Benefits for the Business Manager – Spencer Aune Work Year July 1, 2022 through June 30, 2024

Salary for 2022-2023: \$141,079
2023-2024: \$143,901

Supervisor: Superintendent

Work Day = 40 hours per week exclusive of lunch with more time as needed to meet the needs of the district. Expectation to work on days that school is called off for inclement weather. After consultation with the superintendent, work hours and days may be adjusted when school is not in session.

Holidays = 12 (New Year's Eve, New Year's Day, President's Day, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day)

Work Days = 261 **Vacation Days** = 25 Days

Sick Leave = 20 days accumulative to a maximum of 135. This includes bereavement leave.

Health Insurance: BC/BS VEBA plan #835 as chosen by the District.

The District will contribute to the employee's health insurance premiums as follows:

District Premium Contribution: Single Policy = 95% less \$25/month

Family Policy = 90% less \$25/month

Example: (monthly family premium x 90%) - \$25 = District contribution

The District will annually contribute to the employee's VEBA savings account as follows:

Annual District VEBA Contribution: 2022-2024 = 85% of VEBA deductible

VEBA contribution deposits will be made quarterly starting September.

Tax-Sheltered Annuities: The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) or 457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District will match the Employee's payroll deduction up to an amount of \$1,150 annually.

Dental Insurance: Shall be the Delta Dental Non-contracted Subgroup 0002 Plan. The District will pay 100% of the premium for a family policy.

Life Insurance: The premium for a \$100,000 Term Life Policy shall be paid by the District

Long Term Disability Insurance: Will be provided by the District.

Health Care Savings Plan: Contributions based on School District Policy #430.

The purpose of this document is to set the wages and benefits for the listed position, it is not intended to serve as an employment contract. The district reserves the right to reduce or eliminate the listed position at any time or to terminate the employee for just cause. Signatures below indicate an understanding and acceptance of the terms of this document.

Signature of Employee Spencer Aune Date of Employee's Signature 1/4/2023

Signature of Board Chair _____ Date of Chair's Signature _____

Signature of Board Clerk _____ Date of Clerk's Signature _____

ROCK RIDGE PUBLIC SCHOOLS

Salary and Benefits for the Activities Director – Josh Lamppa Work Year July 1, 2022 through June 30, 2024

Salary for 2022-2023: **\$90,836**
2023-2024: **\$92,653**

Supervisor: Superintendent

Work Day = 8 hours exclusive of lunch with more time as needed to meet the needs of the district. Expectation to work on days that school is called off for inclement weather. After consultation with the superintendent, work hours and days may be adjusted when school is not in session.

Holidays = 11 (New Year's Eve, New Year's Day, President's Day, Good Friday, Easter Monday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day)

Work Days = 230

Sick Leave = 20 days accumulative to a maximum of 135. This includes bereavement leave.

Health Insurance: BC/BS VEBA plan #835 as chosen by the District.

The District will contribute to the employee's health insurance premiums as follows:

District Premium Contribution: Single Policy = 95% less \$25/month

Family Policy = 90% less \$25/month

Example: (monthly family premium x 90%) - \$25 = District contribution

The District will annually contribute to the employee's VEBA savings account as follows:

Annual District VEBA Contribution: 2022-2024 = 85% of VEBA deductible

VEBA contribution deposits will be made quarterly starting September.

Tax-Sheltered Annuities: The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) or 457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District will match the Employee's payroll deduction up to an amount of \$1,150 annually.

Dental Insurance: Shall be the Delta Dental Non-contracted Subgroup 0002 Plan. The District will pay 100% of the premium for a family policy.

Life Insurance: The premium for a \$100,000 Term Life Policy shall be paid by the District

Long Term Disability Insurance: Will be provided by the District.

Health Care Savings Plan: Contributions based on School District Policy #430.

The purpose of this document is to set the wages and benefits for the listed position, it is not intended to serve as an employment contract. The district reserves the right to reduce or eliminate the listed position at any time or to terminate the employee for just cause. Signatures below indicate an understanding and acceptance of the terms of this document.

Signature of Employee _____ Date of Employee's Signature _____

Signature of Board Chair _____ Date of Chair's Signature _____

Signature of Board Clerk _____ Date of Clerk's Signature _____



Rock Ridge Public Schools: Quarterly Update – 23 JAN 2023



Rock Ridge High School (RRHS)



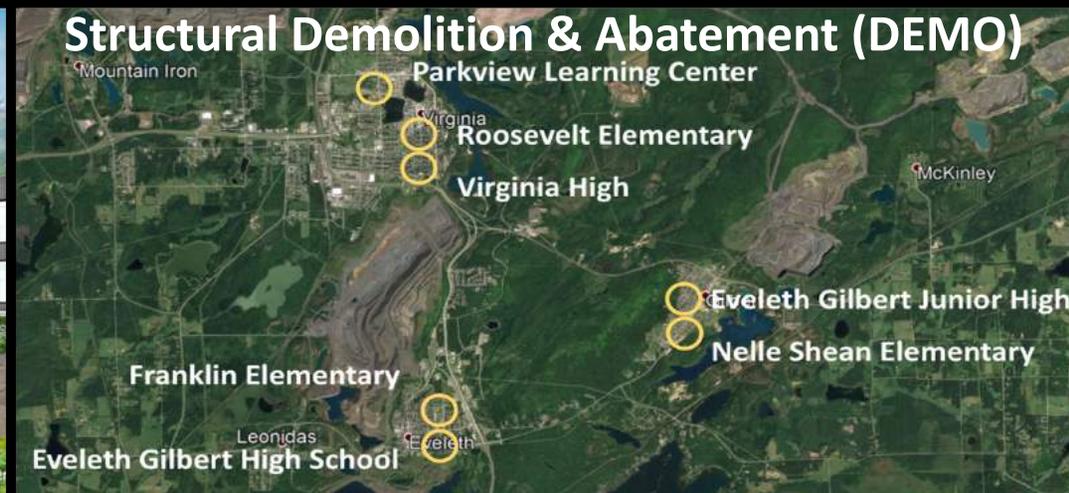
North Star Elementary School (NSE)



Laurentian Elementary School (LES)



Structural Demolition & Abatement (DEMO)





AGENDA



1. Review Overall “Core 4” Progress

- **Schedule** Update
- **Safety** Update
- **Quality** Update
- **Budget** Update

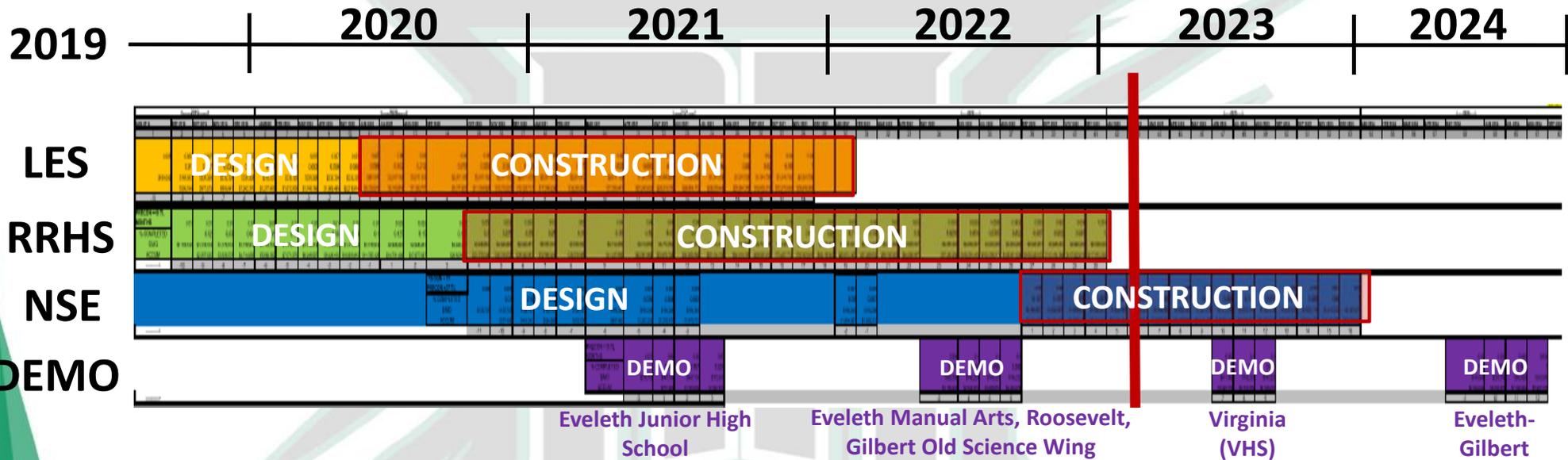
2. KA Contract Amendment #07 Presentation



SCHEDULE



MASTER SCHEDULE



- **100%** Complete Laurentian Elementary
- **97%** Complete Rock Ridge High School
- **24%** Complete North Star Elementary
- **87%** Complete Demolition Projects*

*Scope Dependent on State COVID Funding & Existing Building Sales



SAFETY



SAFETY SUMMARY (**ALL PROJECTS**)



- ~**50** workers/day currently
- ~**10** District Contractors active on sites
- Zero (**0**) Additional Lost-Time Accidents
- Zero (**0**) OSHA Violations / Citations
- O.S.H.A. Consultation Program Ongoing
- Another very successful and **SAFE** summer of demolition completed!



QUALITY



STUDENT CONSTRUCTION



STUDENT CONSTRUCTION PROJECTS - TIMELINE

Year #01 (SEP 2021 – JUN 2022)	-Storage Building – Ballfields -Varsity Dugouts (2x – Softball)	COMPLETE! COMPLETE!
Year #02 Fall (08 SEP 2022 – NOV 2022)	-Varsity Dugouts (2x – Baseball)	COMPLETE!
---- High School Project Turned Over to District (06 FEB 2023): KA & District’s Contractors Depart ----		
Year #02 SPRING (MAR 2023 – JUN 2023)	-Storage Building – Stadium – (Shingled Roof, Siding, Soffit, Fascia, Trim)	UPCOMING KA Framing and Doors Currently
Year #03 (SEP 2023 – JUN 2024)	-JV Dugouts (2x – JV Baseball) -JV Dugouts (2x – JV Softball)	UPCOMING UPCOMING
Year #04 (SEP 2024 – JUN 2025)	-Wetlands Observation Deck	UPCOMING
Year #05 (SEP 2025 – JUN 2026)	-Press Box @ Varsity Baseball -Press Box @ Varsity Softball	UPCOMING UPCOMING

Note: No foundations, rough-ins, or other preparations made for Press Boxes @ JV Baseball/Softball Fields



R.R.H.S. Aerial Photography

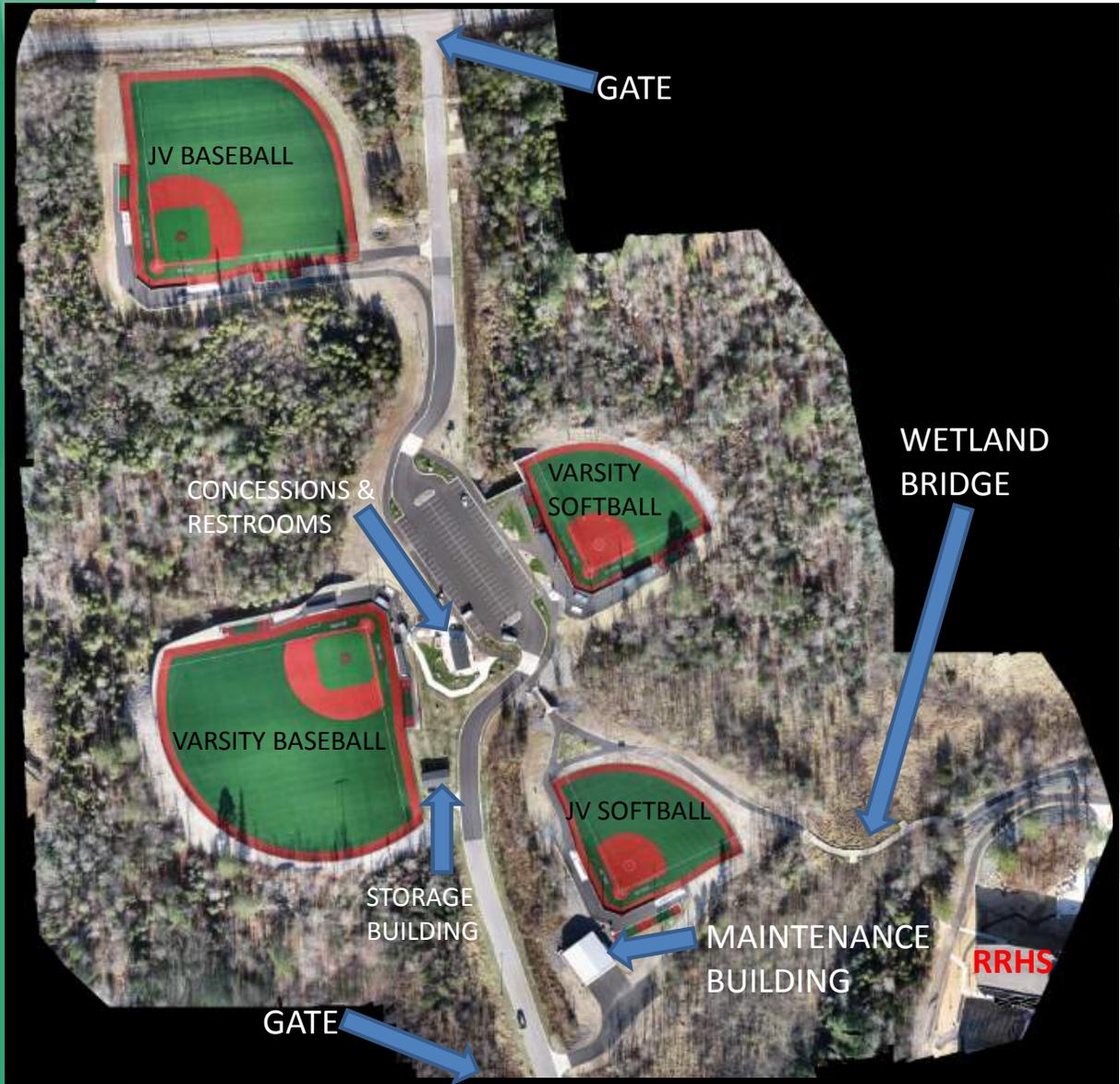


YOU ARE HERE

**RRHS & DISTRICT
ADMINISTRATION
FACILITIES SITE**



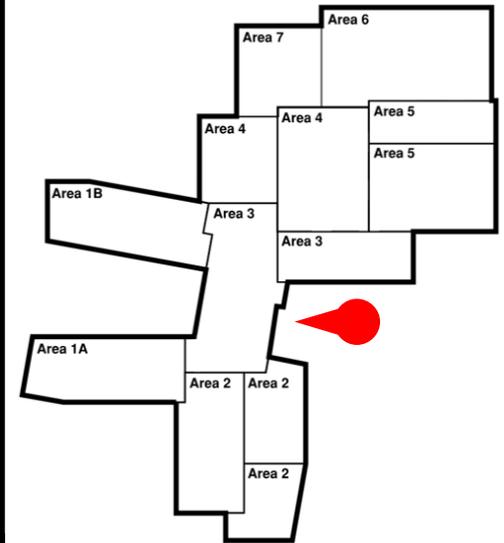
RRHS STADIUM SITE



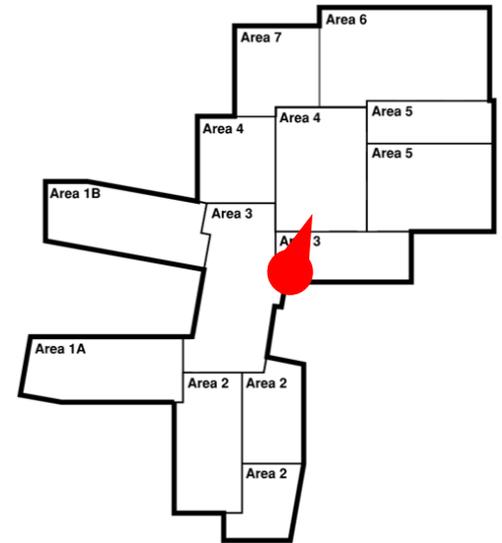
**RRHS
BASEBALL
&
SOFTBALL
SITE**



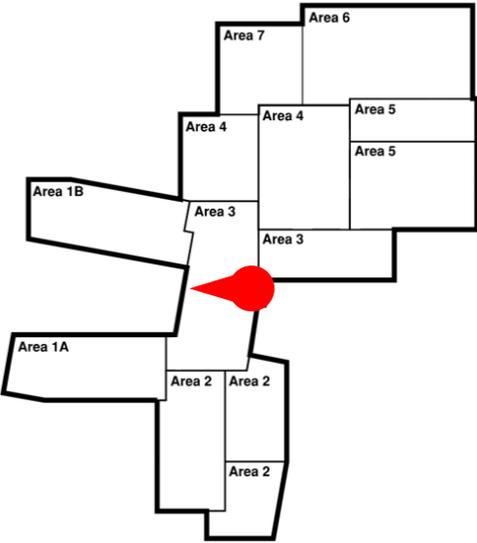
R.R.H.S. RENDERING COMPARISONS



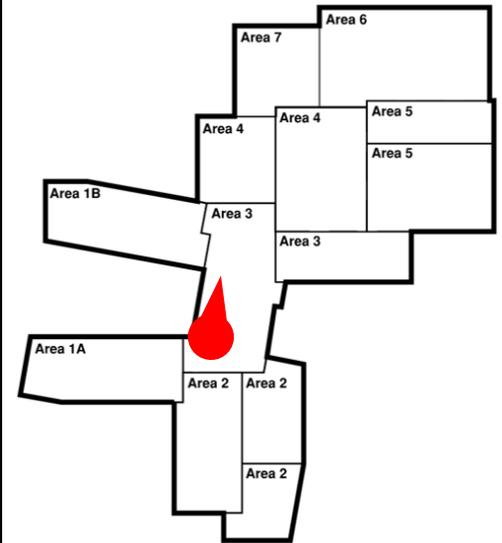
**MAIN
ENTRY**



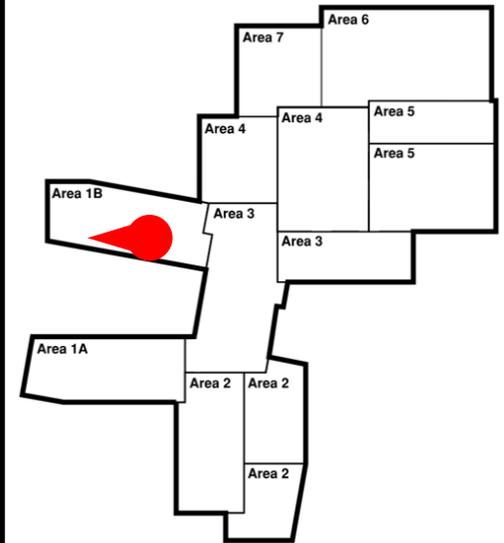
WELCOME CENTER



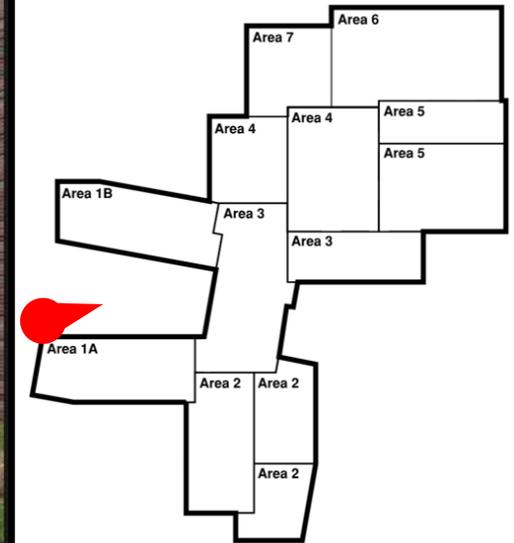
**MAIN
COMMONS**



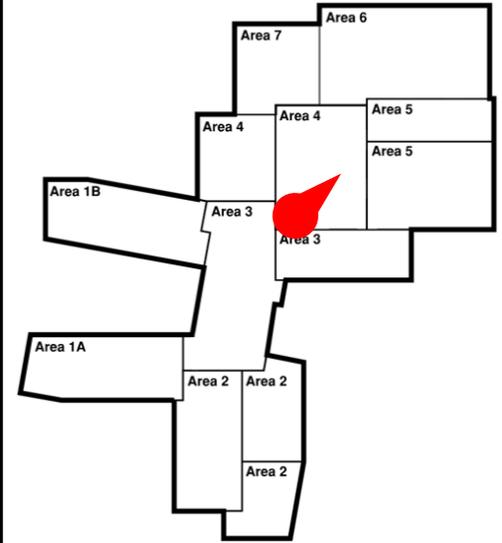
PRESENTATION PLAZA



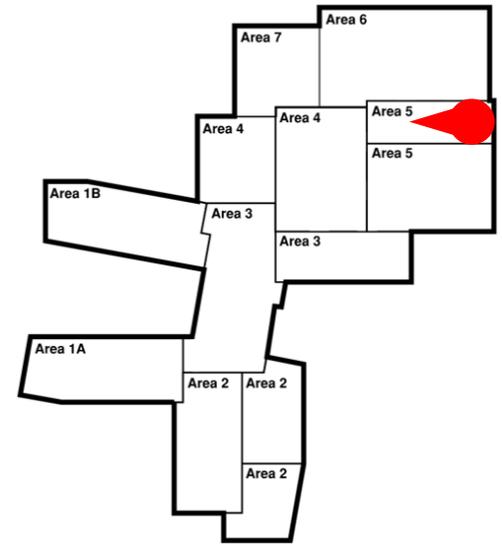
**LEARNING
NEIGHBORHOOD:
INFORMAL
LEARNING**



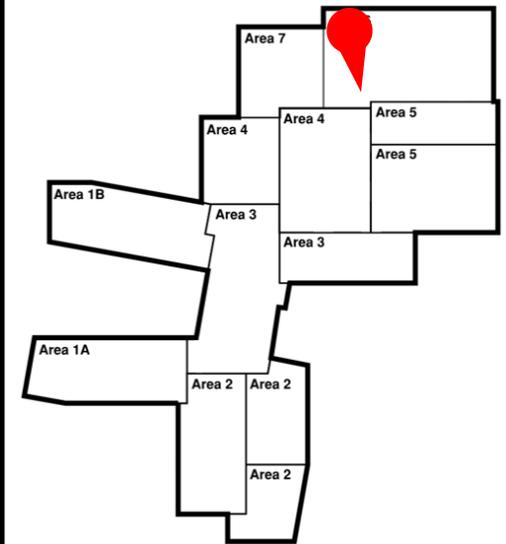
LEARNING COURTYARD



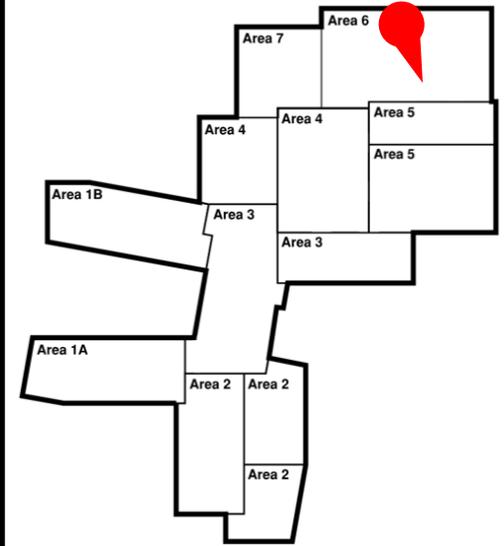
PERFORMING ARTS CENTER



ACTIVITIES COMMONS



FITNESS CENTER



GYMNASIUM: MAIN COURT



STADIUM GRANDSTANDS



STADIUM PLAZA



Cunningham

DEMOLITION PHOTO UPDATE



Cunningham

**On Hold Currently
Will Resume JUN 2023**



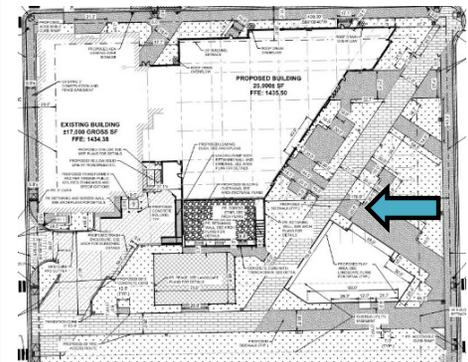
Cunningham

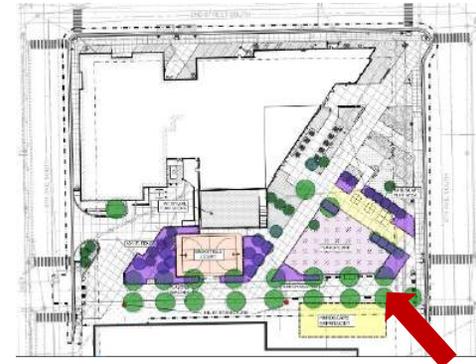
NORTH STAR ELEMENTARY PHOTO UPDATE



North Star Elementary

Aerial Photo





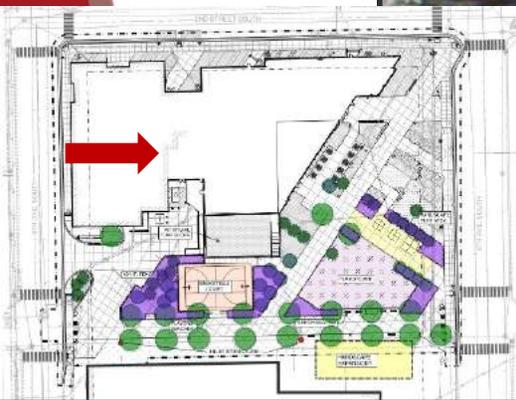
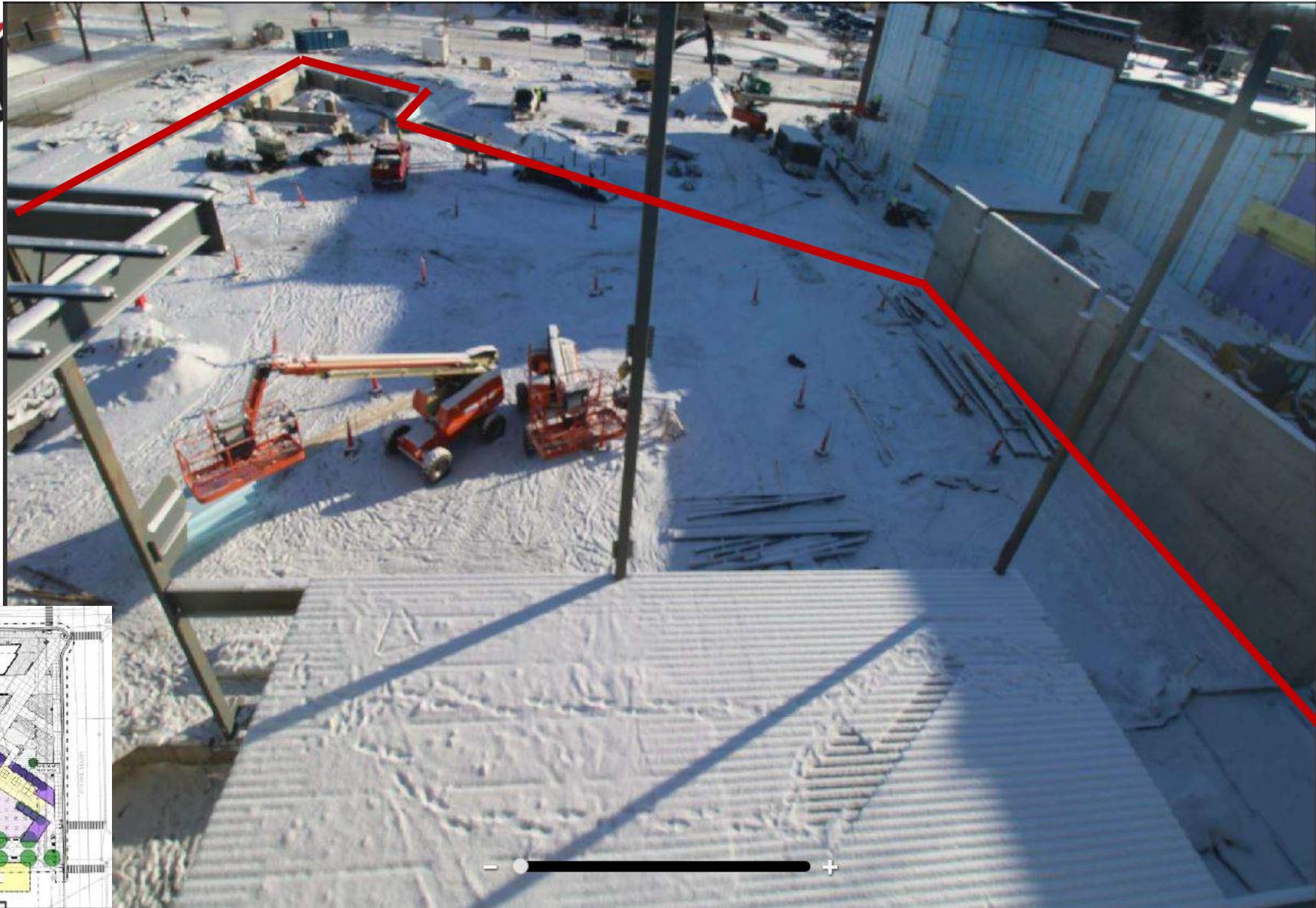
January
2023



EXTERIOR
(Front)

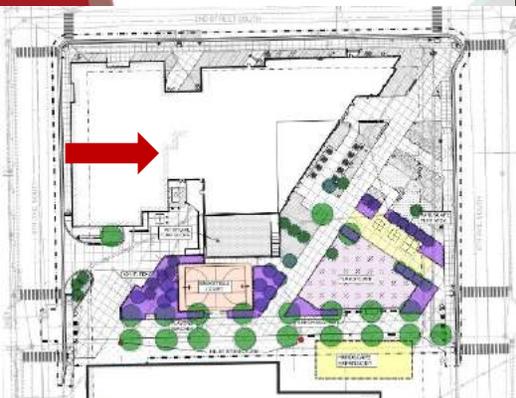


**December
2022**





**January
2023**



January
2023



December
2022

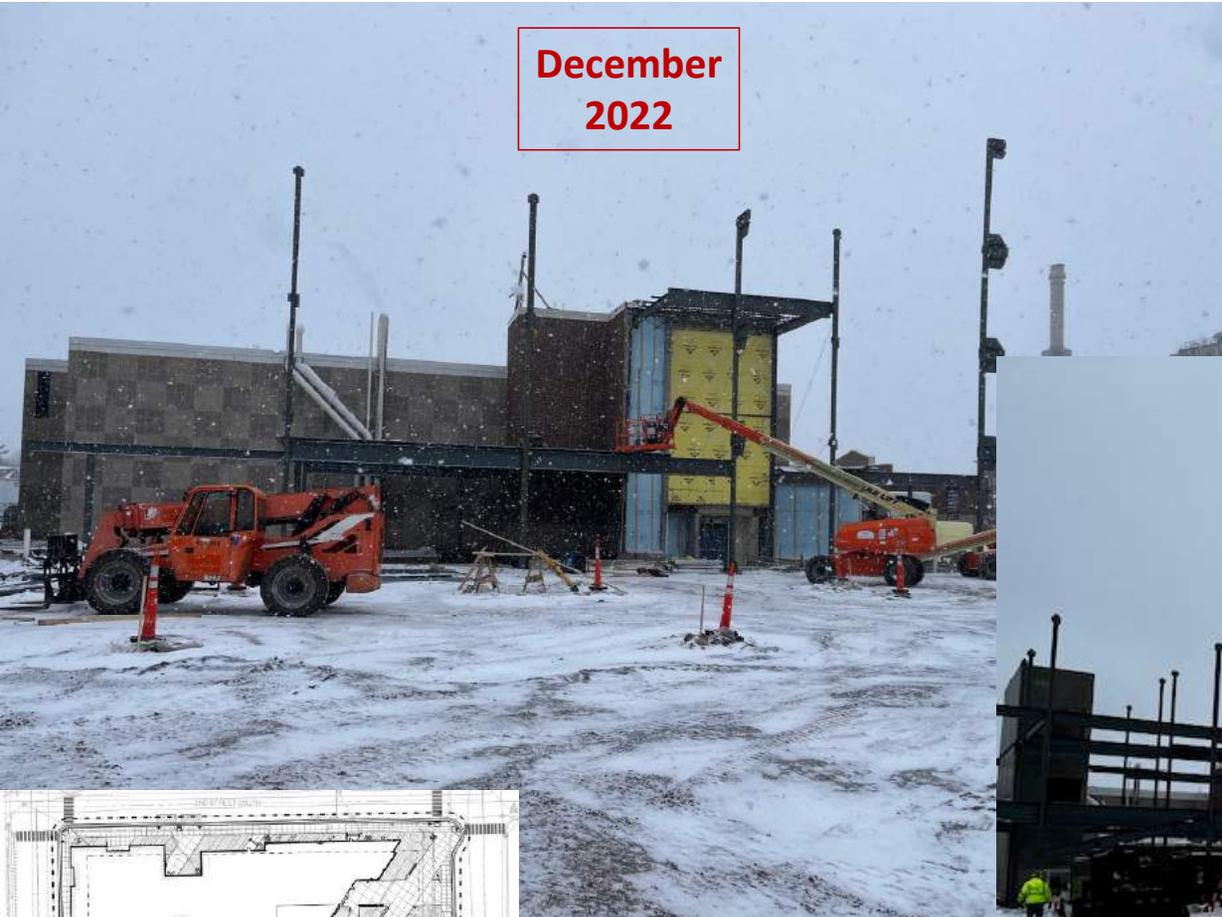
December
2022



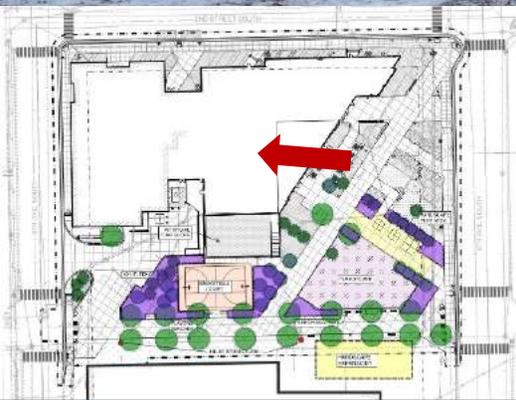
January
2023



**December
2022**



**January
2023**

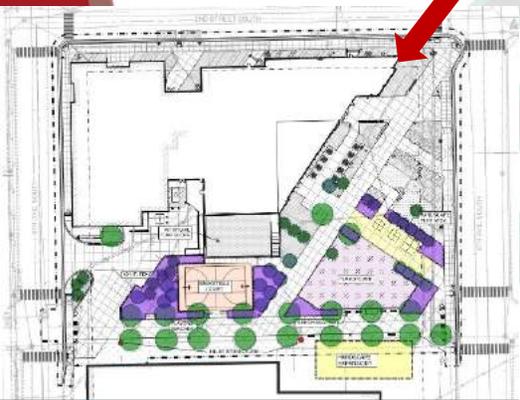


Project Update Presentation
Cunningham



KRAUS-A

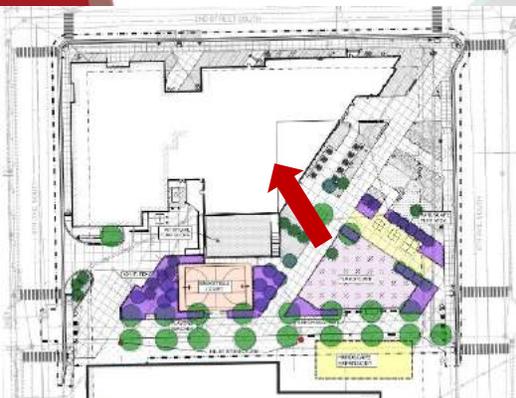
January
2023





KRAUS-A

January
2023





BUDGET

MASTER BUDGET



Laurentian Original	Laurentian Current	Laurentian Spent-to-Date	Laurentian Remaining
			\$ 129,644.90
\$ 34,000,000.00	\$ 33,870,355.10	\$ 33,870,355.10	\$ 0.00
\$0.00	\$0.00	\$0.00	
RRHS Original	RRHS Current	RRHS Spent-to-Date	RRHS Remaining
			\$ 7,882,113.99
\$ 114,500,000.00	\$ 122,031,828.00	\$ 114,149,714.01	\$ 7,882,113.99
\$0.00	\$0.00		
Demolition Original	Demolition Current	Demolition Spent-to-Date	Demolition Remaining
			\$ 1,699,745.48
\$ 7,500,000.00	\$ 4,215,630.31	\$ 2,515,884.83	\$ 1,699,745.48
\$0.00	\$0.00		
North Star Original	North Star Current	North Star Spent-to-Date	North Star Remaining
			\$ 32,469,290.71
\$ 27,000,000.00	\$ 37,883,014.82	\$ 5,413,724.11	\$ 32,469,290.71
\$0.00	\$0.00		

Grand Total Current	Grand Total Spent-to-Date	Grand Total Remaining
\$ 198,000,828.23		
\$ 198,000,828.23	\$ 155,949,678.05	\$ 42,051,150.18
\$0.00		

DISTRICT HAS SPENT **79%** OF ALL CURRENTLY-ALLOCATED FUNDS FOR THESE PROJECTS





Rock Ridge High School

PROJECT BUDGET SUMMARY



SCHEDULE

Total Duration: 30 mo.

97%

93%



EXPENDITURES

Total Budget: \$122M



CONTINGENCY

Total Contingency: \$7.2M



BOTTOM LINE:

- No additional funding added this quarter.
- Finalizing budget for next quarterly report.
- Every dollar is anticipated to be exactly spent – \$0 projected savings and \$0 projected overages



Demolition Projects

PROJECT BUDGET SUMMARY

[Excluding Demolition of VHS / Gilbert JH / Nelle Sheen / EGSHS + Gym / Franklin Elementary]

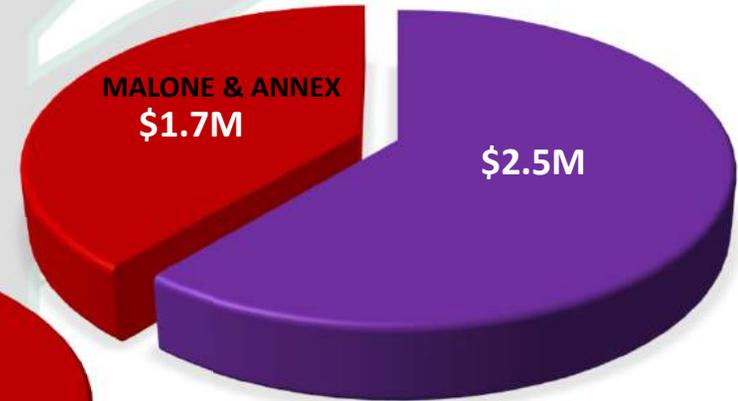
SCHEDULE

Total Demolition: 520,000 sf **87%**



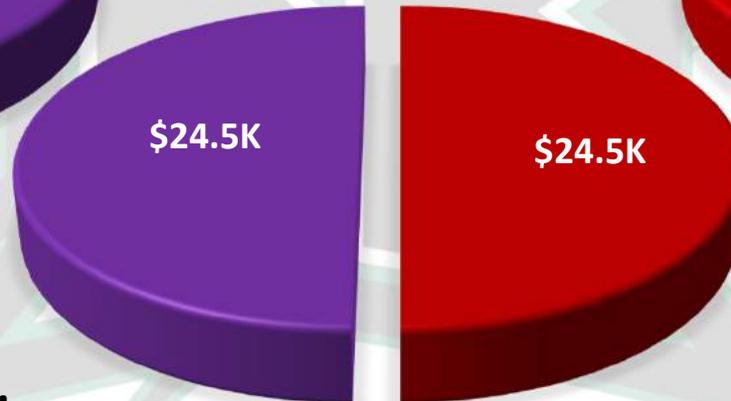
EXPENDITURES

Total Budget: \$4.2M



CONTINGENCY

Total Contingency: \$50



DEMOLITION SCOPE:

- Potential unforeseen/concealed conditions (Example: hazardous materials, existing utilities, etc..)
- Unfunded Demolition: VHS, Gilbert JH, Nelle Sheen, EGSHS + Gym, Franklin Elementary
- Remaining 70,000 SF of demolition is allocated to Virginia's Malone Hall & Annex



North Star Elementary School



PROJECT BUDGET SUMMARY

SCHEDULE

Total Duration: 17 mo.

24%

14%

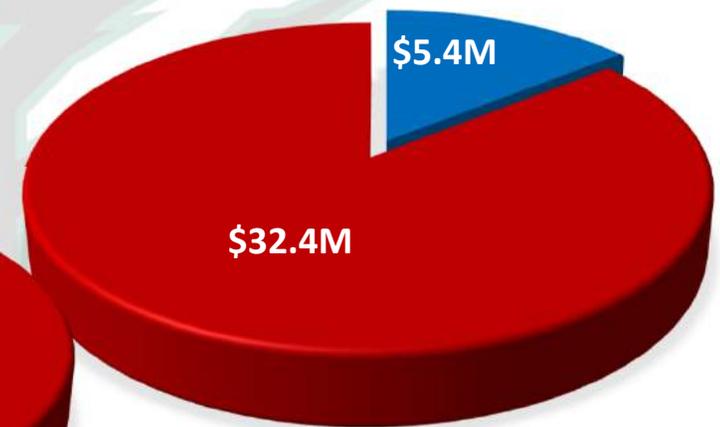
EXPENDITURES

Total Budget: \$37.8M



CONTINGENCY

Total Contingency: \$1.3M



Notes:

- All of \$4.7M from IRRRB is going to North Star
- Contingency & GC's Replenished
- Remaining amount to replenish Owner Soft costs



KA Contract Amendment #07



Review of CM Contract Amendment #07



KA Contract Amendment #07

Contract Amendment History

- \$178,500,000
 - Original referendum amount
- 1. \$190,000,000 (CM Amendment #01)
 - +\$11.5M of: bond interest, school board contributions, fundraising, capital fund, ERATE, & deferred maintenance commitments
- 2. \$190,500,000 (CM Amendment #02)
 - +\$500k of fundraising commitments & a General Conditions budget refinement
- 3. \$190,900,000 (CM Amendment #03)
 - +\$400k of fundraising commitments & a General Conditions budget refinement
- 4. \$191,500,000 (CM Amendment #04)
 - Added Fundraising Commitments, ESSER Funding, & Real Estate Sale Proceeds
- 5. \$192,950,000 (CM Amendment #05)
 - Added Fundraising Commitments (\$300k), School Funding (\$500k), & Deferred Maintenance/Taconite Funding (\$700k)
- 6. \$193,300,828 (CM Amendment #06)
 - Added Fundraising Commitments (\$360k)
- 7. \$198,000,828 (CM Amendment #07)
 - Added Funding From IRRRB to North Star (\$4.7M)



Project Funding Summary



Section 01: Project Funding	Laurentian Original	Laurentian Current	RRHS Original	RRHS Current	Demolition Original	Demolition Current	North Star Original	North Star Current	Grand Total Current
01: FUNDING SOURCES	Current SF: 88,968 SF	Current SF: 88,968 SF	Original SF: 279,000 SF	Current SF: 282,000 SF	Current SF: 1.1M SF	Current SF: TBD SF	Current SF: 61,000 New + 10,000 Reno	Current SF: 69,000 New + 10,000 Reno	
01-1: Revenues (Base Project Scope)									
01-1A: Public Bond Referendum	\$ 31,000,000	\$ 31,000,000	\$ 113,000,000	\$ 113,000,000	\$ 7,500,000	\$ 7,500,000	\$ 27,000,000	\$ 27,000,000	\$ 178,500,000
01-1B: District-Direct Funds	\$ 3,000,000	\$ 3,000,000	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 4,500,000
01-2: Revenues Beyond Referendum (Scope Adds)									
01-2A: Additional Bond Sale/Interest (from \$2.6M)	\$ -	\$ -	\$ -	\$ 2,600,000	\$ -	\$ -	\$ -	\$ -	\$ 2,600,000
01-2B: Remaining Virginia District Funds (from \$1.0M)	\$ -	\$ -	\$ -	\$ 205,000	\$ -	\$ -	\$ -	\$ 795,000	\$ 1,000,000
01-2C: Fundraising Commitments (Cash-In-Hand)	\$ -	\$ -	\$ -	\$ 2,406,155	\$ -	\$ -	\$ -	\$ 10,000	\$ 2,416,155
01-2D: Capital Fund Commitment #01 (Varsity Athletic Lighting & Outbuilding Construction)	\$ -	\$ -	\$ -	\$ 871,661	\$ -	\$ -	\$ -	\$ -	\$ 871,661
01-2E: Deferred Maintenance/Taconite Commitments (Multipurpose Space Buildout)	\$ -	\$ -	\$ -	\$ 699,012	\$ -	\$ -	\$ -	\$ 1,730,000	\$ 2,429,012
01-2F: ERATE Funding Commitments (Access Control Gateways & Redundant WiFi)	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
01-2G: ESSER Funding Commitments (COVID Money - NSE Existing Gym HVAC)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 176,000	\$ 176,000
01-2H: Real Estate Sale Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,000	\$ 58,000
01-2I: Reallocation of Funds	\$ -	(\$129,644.90)	\$ -	\$ -	\$ -	\$ (3,284,370)	\$ -	\$ 3,414,014.59	\$ -
01-2J: State Funds (Legislative Funding / Sales Tax Relief Bill)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
01-2K: Spectrum Building Upgrades Funds (Main Entry = \$30K & Wrestling Space = \$600K)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
01-2L: Capital Fund Commitment #02 (FF&E - Furniture Purchases)	\$ -	\$ -	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000
01-2M: Insurance Reimbursements (West Bend Mutual - \$16,000 Add - Metal Flashings)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
01-2N: Added Funds (\$4.7M to NSE)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,700,000	\$ 4,700,000
Total Project Funding	\$ 34,000,000	\$ 33,870,355	\$ 114,500,000	\$ 122,031,828	\$ 7,500,000	\$ 4,215,630	\$ 27,000,000	\$ 37,883,015	\$ 198,000,828



KA Contract Amendment #07



- **Total Add amount of appx. (+\$666,141)**
 1. General Conditions – All Projects (+\$613,665)
 - Budget Refinement to match project progressions
 - 100% returned if/when unspent
 2. Site Services – All Projects (+\$0)
 - Budget Refinement to match project progressions
 - 100% returned if/when unspent
 3. Reimbursable Expenses – All Projects (+\$0)
 - Budget Refinement to match project progressions
 - 100% returned if/when unspent
 4. CM Fee – All Projects (+\$52,476)
 - Contractual 2% of total currently-recorded Cost of the Work



	Net Change	Remarks
ISD#2909 Rock Ridge Public Schools - Grand Total		
KA General Conditions	\$ 613,665.16	1. Net amendment increase of appx. +\$666,141 consists primarily of General Conditions funding reductions to North Star Elementary School.
KA Site Services	\$ -	
KA Reimbursables	\$ 0.40	
KA Construction Manager Fee (Construction)	\$ 52,476.26	
Grand Total (Breakouts #01 - #04)	\$ 666,141.82	
Breakout #01: Laurentian Elementary School (formerly Eveleth-Gilbert Elementary School)		
KA General Conditions	\$ -	1. Project is 100% closed. No adjustments required.
KA Site Services	\$ -	
KA Reimbursables	\$ -	
KA Construction Manager Fee (Construction)	\$ -	
Subtotal Breakout #01	\$ -	
Breakout #02: Rock Ridge High School		
KA General Conditions	\$ -	1. No adjustments this quarter.
KA Site Services	\$ -	
KA Reimbursables	\$ -	
KA Construction Manager Fee (Construction)	\$ -	
Subtotal Breakout #02	\$ -	
Breakout #03: Structural Demolition Projects		
KA General Conditions	\$ -	Budget Correct: 1. Standard (2%) CM Fee adjustment based off continued refinement of Demolition/Abatement Scope and budget - increased this quarter.
KA Site Services	\$ -	
KA Reimbursables	\$ 0.40	
KA Construction Manager Fee (Construction)	\$ 1,106.48	
Subtotal Breakout #03	\$ 1,106.88	
Breakout #04: North Star Elementary School (formerly Virginia Elementary School)		
KA General Conditions	\$ 613,665.16	1. Increase to General Conditions, FF&E, & Owner Contingency budgets, to replenish previously approved deductions from CM Amendment #06. 2. This project requires additional funding to be committed to finish project to its original design.
KA Site Services	\$ -	
KA Reimbursables	\$ -	
KA Construction Manager Fee (Construction)	\$ 51,369.78	
Subtotal Breakout #04	\$ 665,034.94	

CM Amendment #07 Details (JAN, 2023)





Conclusion & Discussion



Questions?

Board Approval?

(REQUESTING VOTE TO APPROVE KRAUS-ANDERSON'S
CM CONTRACT AMENDMENT #07 FOR **+\$666,141.82**)



THANK YOU!

**#FIERCELY
UNITED**



**#ROCKRIDGE
RISING**

GO WOLVERINES!

**CONTRACT AMENDMENT NO. 7 TO
CONSTRUCTION MANAGER AGREEMENT**

THIS AMENDMENT TO CONSTRUCTION MANAGER AGREEMENT is made this **23rd day of January, 2023** by Rock Ridge Public Schools – ISD 2909 ("Owner") and Kraus-Anderson Construction Company ("Construction Manager").

WITNESSETH THAT WHEREAS:

A. Owner and Construction Manager are parties to that certain **Standard Form of Agreement Between Owner and Construction Manager as Adviser** dated **December 12, 2018** (the "Contract") with respect to construction management on various construction projects for the Owner (the "Projects").

B. Owner and Construction Manager now desire to amend the Contract.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Contract and agree as follows.

1. Section 11.1.2 shall be amended such that the Construction Manager's Preconstruction and Construction Phase Basic Site Services ("Site Services"), Reimbursable Expenses, and Fee shall be fixed as a lump sum for the projects as follows, and as shown on Exhibit A attached hereto, for the following Projects:
 - a. Laurentian Elementary School (Eveleth-Gilbert Elementary School)
 - b. Rock Ridge High School (Career Academy High School)
 - c. Structural Demolition Projects
 - d. North Star Elementary School (Virginia Elementary School)

Exhibit A contains assumptions based upon the total Cost of the Work and scheduled duration for each of the Projects. Should these assumptions be exceeded, the Construction Manager shall be entitled to an equitable adjustment of its Site Services, Reimbursable Expenses, General Conditions, and Fee.

2. Except as modified herein, the Contract shall remain in full force according to its terms.
3. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile or other generally accepted electronic means shall be effective as delivery of a manually executed counterpart of this document.

4. The contract dollar amount change is an increase of **+\$666,141.82**, distributed as follows:

	CM Amendment #06 (OCT 2022)	CM Amendment #07 (JAN 2023)	Net Change	Remarks
ISD#2909 Rock Ridge Public Schools - Grand Total				
KA General Conditions	\$ 4,565,762.54	\$ 5,179,427.70	\$ 613,665.16	
KA Site Services	\$ 7,042,367.60	\$ 7,042,367.60	\$ -	1. Net amendment increase of appx. (\$666,141) consists primarily of General Conditions funding reductions to North Star Elementary School.
KA Reimbursables	\$ 1,173,889.01	\$ 1,173,889.41	\$ 0.40	
KA Construction Manager Fee (Construction)	\$ 3,190,962.86	\$ 3,243,439.12	\$ 52,476.26	
Grand Total (Breakouts #01 - #04)	\$ 15,972,982.01	\$ 16,639,133.83	\$ 666,141.82	
Breakout #01: Laurentian Elementary School (formerly Eveleth-Gilbert Elementary School)				
KA General Conditions	\$ 715,137.51	\$ 715,137.51	\$ -	
KA Site Services	\$ 1,549,833.00	\$ 1,549,833.00	\$ -	
KA Reimbursables	\$ 222,447.55	\$ 222,447.55	\$ -	1. Project is 100% closed. No adjustments required.
KA Construction Manager Fee (Construction)	\$ 531,245.73	\$ 531,245.73	\$ -	
Subtotal Breakout #01	\$ 3,018,663.79	\$ 3,018,663.79	\$ -	
Breakout #02: Rock Ridge High School				
KA General Conditions	\$ 3,317,799.75	\$ 3,317,799.75	\$ -	
KA Site Services	\$ 3,801,896.39	\$ 3,801,896.39	\$ -	
KA Reimbursables	\$ 678,778.46	\$ 678,778.46	\$ -	1. No adjustments this quarter.
KA Construction Manager Fee (Construction)	\$ 2,012,015.96	\$ 2,012,015.96	\$ -	
Subtotal Breakout #02	\$ 9,810,490.56	\$ 9,810,490.56	\$ -	
Breakout #03: Structural Demolition Projects				
KA General Conditions	\$ 10,000.00	\$ 10,000.00	\$ -	Budget Correct:
KA Site Services	\$ 311,942.08	\$ 311,942.08	\$ -	
KA Reimbursables	\$ 54,532.60	\$ 54,533.00	\$ 0.40	1. Standard (2%) CM Fee adjustment based off continued refinement of Demolition/Abatement scope and budget - increased this quarter.
KA Construction Manager Fee (Construction)	\$ 74,804.08	\$ 75,910.56	\$ 1,106.48	
Subtotal Breakout #03	\$ 451,278.76	\$ 452,385.64	\$ 1,106.88	
Breakout #04: North Star Elementary School (formerly Virginia Elementary School)				
KA General Conditions	\$ 522,825.28	\$ 1,136,490.44	\$ 613,665.16	1. Increase to General Conditions, FR&E, & Owner Contingency budgets, to replenish previously approved deductions from CM Amendment #06.
KA Site Services	\$ 1,378,696.13	\$ 1,378,696.13	\$ -	
KA Reimbursables	\$ 218,130.40	\$ 218,130.40	\$ -	
KA Construction Manager Fee (Construction)	\$ 572,897.09	\$ 624,266.87	\$ 51,369.78	2. This project requires additional funding to be committed to finish project to its original design.
Subtotal Breakout #04	\$ 2,692,548.90	\$ 3,357,583.84	\$ 665,034.94	

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 7** to Construction Manager Agreement as of the date first set forth above. The undersigned further acknowledges that he or she is authorized to enter into this Amendment on behalf of the party designated below.

ROCK RIDGE PUBLIC SCHOOLS – ISD
2909

Dated: _____, 2022

By: _____

Title: _____

KRAUS-ANDERSON CONSTRUCTION
COMPANY

Dated: _____, 2022

By: _____

Title: _____



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: December 14, 2020

Revised: _____

203.2 ORDER OF THE REGULAR SCHOOL BOARD MEETING

I. PURPOSE

The purpose of this policy is to ensure consistency in the order of business at regular school board meetings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to consider matters that come before it in a consistent and orderly manner.

III. ORDER

A. The school board shall conduct an orderly school board meeting. The school board will, at all regular school board meetings, follow an agenda order similar to:

1. Call to order.
2. Approval of agenda.
3. Recognition of visitors and visitor input ~~on agenda items only~~.
4. Approval of prior meeting minutes.
5. Consent agenda.
6. Presentation of additional bills for payment.
7. Reports.
8. Superintendent's announcements.
9. Administrative Items.
10. Other old or unfinished business.
11. New business.

12. Adjournment.

- B. Items in this order may be considered as part of a consent agenda.
- C. The school board may depart from the order of business with the consent of the majority of members present.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)

Cross References: Policy 203 (Operation of the School Board – Governing Rules)
Policy 203.5 (School Board Meeting Agenda)
Policy 203.6 (Consent Agendas)



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: December 14, 2020

Revised: June 28, 2021

Revised: _____

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage discussion by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work

experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and,

upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. [Ch. 260E](#) (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PROCEDURES

A. Agenda Items

1. Persons who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The person should provide his or her name, address, the name of group represented (if any), and the subject to be covered or the issue to be addressed.
2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
3. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization. The school board will allow a maximum of three (3) minutes speaking time for an individual or spokesperson for a group or organization during Visitor Input.
5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board and potentially removed from the meeting.

8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. Visitor Input

The school board shall normally provide a specified period of time when persons may address the school board on any topic, subject to the limitations of this policy. If a person wishes to address ~~a non-agenda item~~ the school board, a request must be submitted to the district office or school board chair ~~or superintendent~~ in a timely manner and on an official form created by the district. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly. The school board will allow a maximum of three (3) minutes speaking time for an individual or spokesperson for a group or organization during Visitor Input.

All those wishing to address the school board shall notify the district office or school board chair at least three hours prior to the start of the school board meeting. The school board chair may make exceptions and is authorized to use his/her discretion if a request is submitted less than three hours prior to the start of the school board meeting.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these

meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

A maximum of ten (10) individuals will be allowed to speak at any regular meeting.

D. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (~~Open Meeting Law~~) (Meetings Having Data Classified as Public)
Minn. Stat. § 121A.47, Subd. 5 (~~Student Dismissal Hearing~~) (Exclusion and Expulsion Procedures; Closed or Open Meeting)
Minn. Stat. § 122A.33, Subd. 3 (~~Coaches; Opportunity to Respond~~) (License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (~~Teacher Discharge Hearing~~) (Employment; Contracts; Termination; Hearing Procedures)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. ~~§ 626.556~~ Ch. 260E (Reporting of Maltreatment of Minors)

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: Policy 205 (Open Meetings and Closed Meetings)
Policy 207 (Public Hearings)
Policy 406 (Public and Private Personnel Data)
Policy 515 (Protection and Privacy of Pupil Records)
MSBA ~~Service Manual, Chapter 13~~, School Law Bulletin “C” (Minnesota’s
Open Meeting Law)
MSBA ~~Service Manual, Chapter 13~~, School Law Bulletin “I” (School
Records – Privacy – Access to Data)

Adopted: _____

MSBA/MASA Model Policy 206

Orig. 1995

Revised: _____

Rev. 2022

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage discussion by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and

awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.

- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.

- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);

4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PROCEDURES

A. Agenda Items

1. Persons who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The person should provide his or her name, the name of group represented (if any), and the subject to be covered or the issue to be addressed.
2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
3. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.

6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. Open Forum

The school board shall normally provide a specified period of time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

D. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination; Hearing Procedures)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA School Law Bulletin "C" (Minnesota's Open Meeting Law)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: July 27, 2020

Revised: January 10, 2022

Revised: _____

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

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

C. Dates of Attendance

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

D. Directory Information

“Directory information” means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to the student’s name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student’s parent(s). Directory information does not include:

1. a student’s social security number;
2. a student’s identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student’s identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
3. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student’s identity, such as a PIN, password, or other factor known or possessed only by the student;
4. personally identifiable data which references religion, race, color, social position, or nationality; or
5. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student’s parent or guardian.

E. Education Records

1. What constitutes “education records.” Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.
2. What does not constitute education record. The term “education records” does not include:
 - a. Records of instructional personnel that are:
 - (1) kept in the sole possession of the maker of the record; and
 - (2) used only as a personal memory aid;
 - (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
 - (4) destroyed at the end of the school year.
 - b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
 - (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and
 - (3) disclosed only to law enforcement officials of the same jurisdiction.
 - c. Records relating to an individual, including a student, who is employed by the school district which:
 - (1) are made and maintained in the normal course of business;
 - (2) relate exclusively to the individual in that individual’s capacity as an employee; and
 - (3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.
 - d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:

- (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
 - (2) made, maintained, or used only in connection with the provision of treatment to the student; and
 - (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.
- e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.
 - f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

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

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes section 13.05 or a court order.

FG. Eligible Student

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

GH. Juvenile Justice System

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

HI. Legitimate Educational Interest

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

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

IJ. Parent

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

JK. Personally Identifiable

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

KL. Record

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

LM. Responsible Authority

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

MN. Student

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

NO. School Official

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

OP. Summary Data

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

PQ. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

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

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

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

B. Eligible Students

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

C. Students with a Disability

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

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made;
 - d. the consequences of giving informed consent; and
 - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
 - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
 - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. identifies and authenticates a particular person as the source of the electronic consent; and
 - b. indicates such person's approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
 - a. in plain language;
 - b. dated;
 - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
 - d. specific as to the nature of the information the subject is authorizing to be disclosed;
 - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
 - f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
 - g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

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

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

- a. determine eligibility for the aid;
- b. determine the amount of the aid;
- c. determine conditions for the aid; or
- d. enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual’s attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ names, home addresses, and telephone numbers.
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable

information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, “organizations,” includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 [U.S.C. § United States Code section](#) 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

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

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
 - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
 - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the

principal determines that these individual need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

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

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

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 [U.S.C. § United States Code section 5304](#)), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

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

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

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

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

C. Present Students and Parents

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

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - b. the parent’s or eligible student’s right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
 - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.
2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent’s or eligible student’s prior written consent, except as provided in Section VI. of this policy.

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

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

E. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent

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

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

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

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

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

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

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

C. Investigative Data

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

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

D. Chemical Abuse Records

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

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

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

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

- A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
 - 1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and
 - 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
 - 3. copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority, building principal, in writing by October 1st each year. The written request must include the following information:

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

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents

of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

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

C. Classification of Disclosed Data

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

D. Notification

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

to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

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

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student, that indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student;
 - b. the legitimate interests these parties had in requesting or obtaining the information; and
 - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 ~~C.F.R.~~ [§ Code of Federal Regulations section](#) 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an

ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.

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

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

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

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

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

D. Form of Request

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

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has

been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

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

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

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

B. Right to a Hearing

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

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

- b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

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

XVI. PROBLEMS ACCESSING DATA

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

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

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

B. Content of Complaint

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

XVIII. WAIVER

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

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school

district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

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

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

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



Rock Ridge Public
Schools
1405 Progress

Adopted: July 27, 2020

Revised: December 14, 2020

Revised: January 10, 2022

Revised: _____

534 SCHOOL MEALS POLICY

I. PURPOSE

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

II. PAYMENT OF MEALS

- A. Students have use of a meal account. If the account reaches a negative balance, the student will continue to receive a meal and the account will continue to be charged the cost of the meal.
- B. If the school district receives school lunch aid under Minnesota Statute section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.
- C. A student who has been determined to be eligible for free and reduced-price lunch always must be served a reimbursable meal even if the student has an outstanding debt.
- D. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.
- ~~E. 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.~~
- ~~E~~. When a student has a negative account balance, the student will not be allowed to charge a snack item.

- GE. 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 notify families when meal account balances are low or fall below zero.
- B. Families will be notified of an outstanding negative balance.
- C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, or affixing stickers, stamps, or pins.

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. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- D. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

V. COMMUNICATION OF POLICY

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

2. students and families who transfer into the school district, at the time of enrollment; and
 3. all school district personnel who are responsible for enforcing this policy.
- B. The school district will post this policy on the school district’s website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.
- C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district’s school meals policy.

Legal References: *Minn. Stat. § 123B.37 (Prohibited Fees)*
Minn. Stat. § 124D.111, (Lunch Aid; Food Service Accounting)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

Cross References: None



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: _____

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

II. GENERAL STATEMENT OF POLICY

A. Instruction must be provided in at least the following subject areas:

1. Language arts and basic communication skills including reading and writing, literature, and fine arts;
2. Mathematics and science;
3. Social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
4. Health and physical education;

[Note: Health curriculum may include child sexual abuse prevention in consultation with other federal, state, or local agencies and community-based organizations to identify research-based tools, curricula, and programs.]

5. The arts;
6. Career and technical education; and
7. World languages.

[Note: World languages programs should be developed and implemented to acknowledge and reinforce the language proficiency and cultural awareness that non-English language speakers already possess and encourage students' proficiency in multiple world languages. Programs also must encompass indigenous American Indian languages and cultures, among other world languages and cultures. School districts may award Minnesota World Language Proficiency Certificates or Minnesota World Language High Achievement Certificates consistent with Minnesota Statutes section 120B.022, subdivision 1.]

- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and all courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Elementary and middle schools shall offer at least three, and require at least two, of the following four art areas: dance, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five art areas: media arts, dance, music, theater, and visual arts.
- D. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- E. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- F. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.

III. PARENTAL CURRICULUM REVIEW

The school district shall have a procedure for a parent, guardian, or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

IV. CPR AND AED INSTRUCTION

- ~~G.~~ The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum ~~for all students in that grade beginning in the 2014-2015 school year and later.~~
- ~~1A.~~ In the school district's discretion, training and instruction may result in CPR certification.

- 2B. CPR and AED instruction must include CPR and AED training that have been developed:
 - a1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or
 - b2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. “Psychomotor skills” means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- 3C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
- 4D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

V. COLLEGE AND CAREER PLANNING

- HA. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students’ plans must:
 - 1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as team work, collaboration, creativity, communication, critical thinking, and good work habits;
 - 2. emphasize academic rigor and high expectations and inform the student and the student’s parent or guardian, if the student is a minor, of the student’s achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
 - 3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;

4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
5. help students access education and career options;
6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.

B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.

C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college-ready.

D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.

- E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
- F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student’s plan under this provision shall continue while a student is enrolled.

VI. CIVICS TEST

- 1A. A student enrolled in a public school must correctly answer at least 30 of 50 civics test questions. A school or district may record on a student’s transcript that the student answered at least 30 of 50 civics test questions correctly.
- 1B. “Civics test questions” means 50 of the 100 questions that, as of January 1, 2015, United States Citizenship and Immigration Services officers use to select the questions they pose to applicants for naturalization so the applicants can demonstrate their knowledge and understanding of the fundamentals of United States history and government, as required by federal law. The Learning Law and Democracy Foundation, in consultation with Minnesota civics teachers, must select by July 1 each year 50 of the 100 questions under this paragraph to serve as the state’s civics test questions for the proximate school year and immediately transmit the 50 selected civics test questions to MDE and to the Legislative Coordinating Commission, which must post the 50 questions it receives on the Minnesota’s Legacy website by August 1 of that year.
- 2C. ~~A school or district~~ The school district may exempt a student with disabilities from this requirement if the student’s IEP team determines the requirement is inappropriate and establishes an alternative requirement.
- 3D. ~~A school or district~~ The school district may administer the civics test questions in a language other than English to students who qualify for English learner services.
- 4E. ~~A school or district~~ The school district may administer civics test questions as part of the social studies curriculum.

5F. ~~A~~ The school district must not prevent a student from graduating or deny a student a high school diploma for failing to correctly answer at least 30 of 50 civics test questions.

6G. The school district cannot charge a fee related to this requirement.

[Note: This requirement is effective for students enrolling in grade 9 in the 2017-2018 school year and later.]

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.20 (Parental Curriculum Review)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; ~~Involuntary Career Tracking Prohibited Personal Learning Plans~~)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

Cross References: Policy 603 (Curriculum Development)
Policy 605 (Alternative Programs)



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: July 27, 2020

Revised: _____

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, ~~Minn. Stat. Ch.~~ Minnesota Statutes chapter 13 (MGDPA), and ~~Minn.~~ Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

“Individual” means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

~~A. Government Data~~

~~“Government data” means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.~~

BF. Inspection

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.

~~C. Public Data~~

~~“Public data” means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.~~

~~D. Responsible Authority~~

~~“Responsible authority” means the individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.~~

~~E. Summary Data~~

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

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

- A. All requests for public data must be made in writing directed to the responsible authority.
1. A request for public data must include the following information:
 - a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact the requestor (such as phone number, address, or email address).
 2. ~~A requestor is not required to explain the reason for the data request. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.~~
 3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
 4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

- B. The responsible authority will respond to a data request at reasonable times and places as follows:
1. The responsible authority will notify the requestor in writing as follows:
 - a. The requested data does not exist; or
 - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
 - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
 - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
 - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
 2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
 3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
 4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

- A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.
 1. A request for the preparation of summary data must include the following information:
 - a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact requestor (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
 1. The estimated costs of preparing the summary data, if any; and
 2. The summary data requested; or
 3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
 4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

- A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary

for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

- B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.
- C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.
- D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.
- E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.
- F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.
- G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
- H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota

Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:

a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.

b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for in cash in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX: ANNUAL REVIEW AND POSTING

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:
Superintendent Noel Schmidt
1405 Progress Parkway
Virginia, MN 55792
218-742-3901
noel.schmidt@rrps.org

Data Practices Compliance Official:

Superintendent Noel Schmidt

[1405 Progress Parkway](#)

[Virginia, MN 55792](#)

218-742-3901

noel.schmidt@rrps.org

Data Practices Designee(s):

Building Principals

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

[Minn. Stat. § 13.01 \(Government Data\)](#)

[Minn. Stat. § 13.02 \(Definitions\)](#)

[Minn. Stat. 13.025 \(Government Entity Obligation\)](#)

[Minn. Stat. § 13.03 \(Access to Government Data\)](#)

[Minn. Stat. § 13.04 \(Rights of Subjects to Data\)](#)

[Minn. Stat. § 13.05 \(Duties of Responsible Authority\)](#)

[Minn. Stat. § 13.32 \(Educational Data\)](#)

[Minn. Rules Part 1205.0300 \(Access to Public Data\)](#)

[Minn. Rules Part 1205.0400 \(Access to Private Data\)](#)

Cross References: Policy 406 (Public and Private Personnel Data)

Policy 515 (Protection and Privacy of Pupil Records)



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: _____

801 EQUAL ACCESS TO SCHOOL FACILITIES

I. PURPOSE

The purpose of this policy is to implement the Equal Access Act by granting equal access to secondary school facilities for students who wish to conduct a meeting for religious, political, or philosophical purposes during noninstructional time.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is not to deny equal access or a fair opportunity to, or to discriminate against, any students who wish to conduct a meeting, on the basis of the religious, political, philosophical, or other content of the speech at such meetings.
- B. The school board has created a limited open forum for students enrolled in secondary schools during which noncurriculum-related student groups shall have equal access and a fair opportunity to conduct meetings during noninstructional time.
- C. Student use of facilities under this policy does not imply school district sponsorship, approval, or advocacy of the content of the expression at such meetings.
- D. The school district retains its authority to maintain order and discipline on school premises, to protect the well-being of students and faculty, and to assure that attendance of students at meetings is voluntary.
- E. In adopting and implementing this equal access policy, the school district will NOT:
 - 1. influence the form or content of any prayer or other religious activity;
 - 2. require any person to participate in prayer or other religious activity;
 - 3. expend public funds beyond the incidental cost of providing the space for student-initiated meetings;
 - 4. compel any school agent or employee to attend a school meeting if the content of the speech at the meeting is contrary to the beliefs of the agent or employee;
 - 5. sanction meetings that are otherwise unlawful;

6. limit the rights of groups of students based on the size of the group;
7. abridge the constitutional rights of any person.

III. DEFINITIONS

- A. “Limited open forum” means that the school grants an offering to or opportunity for one or more noncurriculum related student groups to meet on school premises during noninstructional time.
- B. “Secondary school” means any school with enrollment of pupils ordinarily in grades 7 through 12 or any portion thereof.
- C. “Sponsorship” includes the act of promoting, leading, or participating in a meeting. The assignment of a school employee for custodial, observation, or maintenance of order and discipline purposes does not constitute sponsorship of the meeting.
- D. “Meeting” includes activities of student groups which are permitted under a limited open forum and are not directly related to the school curriculum. Distribution of literature does not constitute a meeting protected by the Equal Access Act.
- E. “Noninstructional time” means time set aside by the school before actual classroom instruction begins or after actual classroom instruction ends, including such other periods that occur during the school day when no classroom instruction takes place.

IV. FAIR OPPORTUNITY CRITERIA

Schools in this school district shall uniformly provide that:

- A. A meeting held pursuant to this policy is voluntary and student-initiated;
- B. There is no sponsorship of the meeting by the school or its agents or employees;
- C. Employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- D. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- E. Nonschool persons may not direct, control, or regularly attend activities of student groups.

V. PROCEDURES

- A. Any student who wishes to initiate a meeting under this policy shall apply to the principal of the building at least 48 hours in advance of the time of the activity or meeting. The student must agree to the following:
 - 1. All activities or meetings must comply with existing policies, regulations, and procedures that govern operation of school-sponsored activities.
 - 2. The activities or meetings are voluntary and student-initiated. The principal may require assurances of this fact.

- B. Student groups meeting under this policy must comply with the following rules:
 - 1. Those attending must not engage in any activity that is illegal, dangerous, or which materially and substantially interferes with the orderly conduct of the educational activities of the school. Such activities shall be grounds for discipline of an individual student and grounds for a particular group to be denied access.
 - 2. The groups may not use the school name, school mascot name, school emblems, the school district name, or any name that might imply school or district sponsorship or affiliation in any activity, including fundraising and community involvement.
 - 3. The groups must comply with school policies, regulations and procedures governing school-sponsored activities.

- C. Students applying for use of school facilities under this policy must provide the following information to the principal: time and date of meeting, estimated number of students in attendance, and special equipment needs.

- D. The building principal has responsibility to:
 - 1. Keep a log of application information.
 - 2. Find and assign a suitable room for the meeting or activity. The number of students in attendance will be limited to the safe capacity of the meeting space.
 - 3. Note the condition of the facilities and equipment before and after use.
 - 4. Assure proper supervision. Assignment of staff to be present in a supervisory capacity does not constitute school district sponsorship of the meeting or activity.
 - 5. Assure that the meeting or activity does not interfere with the school's regular instructional activities.

- E. The school district shall not expend public funds for the benefit of students meeting pursuant to this policy beyond the incidental cost of providing space. The school district will provide no additional or special transportation.
- F. Nonschool persons may not direct, conduct, control, or regularly attend meetings and activities held pursuant to this policy.
- G. School district employees or agents may not promote, lead, participate in, or otherwise sponsor meetings or activities held pursuant to this policy.
- H. A copy of this policy and procedures shall be made available to each student who initiates a request to use school facilities.

Legal References: 20 U.S.C. §§ 4071-74 (Equal Access Act)
20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)
Board of Educ. of Westside Community Schools v. Mergens, 496 U.S. 226, ~~1105 S.Ct. 2356~~ (1990)
Good News Club v. Milford Central School, 533 U.S. 98, ~~1215 S.Ct. 2093~~ (2001)
Child Evangelism Fellowship of Minnesota v. Special Sch. Dist. 1, 690 F.3d 996 (8th Cir. 2012)
Child Evangelism Fellowship of Minnesota v. Elk River Area School Dist. 728, 599 F.Supp. 2d 1136 (D. Minn. 2009)

Cross References: Policy 902 (Use of School District Facilities and Equipment)
~~MSBA Service Manual, Chapter 13, School Law Bulletin “O” (Equal Access Act)~~



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: _____

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. “Contract” means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. “Official newspaper” is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

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

B. Contracts Over \$175,000

- 1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids shall be solicited by two weeks’ published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.

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

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

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the

requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

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

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

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

F. Notice of Quotation

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

G. Sales to Employees

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

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is

disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:

- a. another school district;
- b. the state department of corrections;
- c. the board of trustees of Minnesota State Colleges and Universities;
- d. the family of a student residing in the district whose total family income meets the federal definition of poverty; or
- e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.

2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

Legal References: Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (~~Public Employees Not to Purchase Merchandise from Governmental Agencies; Exceptions; Penalty~~ Sale or Purchase of State Property; Penalty)
Minn. Stat. § 123B.29 (Sale ~~of School Building~~ at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 645.11 (Published Notice)

Cross References: MSBA ~~Service Manual, Chapter 13,~~ School Law Bulletin "F" (School District Contract and Bidding Procedures)



Rock Ridge Public Schools

1405 Progress Parkway

Adopted: September 28, 2020

Revised: _____

805 WASTE REDUCTION AND RECYCLING

I. PURPOSE

The purpose of this policy is to establish a resource recovery program to promote the reduction of waste, the separation and recovery of recyclable and reusable commodities, the procurement of recyclable commodities and commodities containing recycled materials, the disposition of waste materials and surplus property, and the establishment of a program of education to develop an awareness of environmentally sound waste management. ~~(Minn. Stat. § 115A.15, Subd. 1)~~

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to comply with all state laws relating to waste management and to make resource conservation an integral part of the physical operations and curriculum of the school district.

III. DEFINITIONS

- A. “Lamp recycling facility” means a facility operated to remove, recover, and recycle for reuse mercury or other hazardous materials from fluorescent or high intensity discharge lamps. ~~(Minn. Stat. § 116.93, Subd. 1)~~
- B. “Mixed municipal solid waste” means garbage, refuse, and other solid waste that is aggregated for collection but does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams. ~~(Minn. Stat. § 115A.03, Subd. 21)~~
- C. “Packaging” means a container and any appurtenant material that provide a means of transporting, marketing, protecting, or handling a product and includes pallets and packing such as blocking, bracing, cushioning, weatherproofing, strapping, coatings, closures, inks, dyes, pigments, and labels. ~~(Minn. Stat. § 115A.03, Subd. 22b)~~
- D. “Postconsumer materials” means a finished material that would normally be discarded as a solid waste having completed its life cycle as a consumer item. ~~(Minn. Stat. § 115A.03, Subd. 24b)~~

- E. “Rechargeable battery” means a sealed nickel-cadmium battery, a sealed lead acid battery, or any other rechargeable battery, except certain dry cell batteries or a battery exempted by the Commissioner of the [Minnesota](#) Pollution Control Agency (PCA) (Commissioner). (~~Minn. Stat. § 115A.9157~~)
- F. “Recyclable commodities” means materials, pieces of equipment, and parts which are not reusable but which contain recoverable resources. (~~Minn. Stat. § 115A.15, Subd. 1a(a)~~)
- G. “Recyclable materials” means materials that are separated from mixed municipal solid waste for the purpose of recycling or composting, including paper, glass, plastics, metals, automobile oil, batteries, source-separated compostable materials, and sole source food waste streams that are managed through biodegradative processes. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material. (~~Minn. Stat. § 115A.03, Subd. 25a~~)
- H. “Recycling” means the process of collecting and preparing recyclable materials and reusing the materials in their original form that do not cause the destruction of recyclable materials in a manner that precludes further use. (~~Minn. Stat. § 115A.03, Subd. 25b~~)
- I. “Resource conservation” means the reduction in the use of water, energy, and raw materials. (~~Minn. Stat. § 115A.03, Subd. 26a~~)
- J. “Reusable commodities” means materials, pieces of equipment, parts, and used supplies which can be reused for their original purpose in their existing condition. (~~Minn. Stat. § 115A.15, Subd. 1a(b)~~)
- K. “Source-separated compostable materials” means materials that:
1. are separated at the source by waste generators for the purpose of preparing them for use as compost;
 2. are collected separately from mixed municipal solid waste and are governed by state licensing provisions;
 3. are comprised of food wastes, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable because the Commissioner has determined that no other person is willing to accept the paper for recycling;
 4. are delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the PCA’s class I or class II, or equivalent, compost standards and where process rejects do not exceed 15 percent by weight of the total material delivered to the facility; and

5. may be delivered to a transfer station, mixed municipal solid waste processing facility, or recycling facility only for the purposes of composting or transfer to a composting facility, unless the Commissioner determines that no other person is willing to accept the materials.

~~(Minn. Stat. § 115A.03, Subd. 32a)~~

- L. “Waste reduction” or “source reduction” means an activity that prevents generation of waste or the inclusion of toxic materials in waste, including:
 1. reusing the product in its original form;
 2. increasing the life span of a product;
 3. reducing material or the toxicity of material used in production or packaging; or
 4. changing procurement, consumption, or waste generation habits to result in smaller quantities or lower toxicity of waste generated.

~~(Minn. Stat. § 115A.03, Subd. 36b)~~

IV. WASTE DISPOSAL

- A. The school district will attempt to decrease the amount of waste consumable materials by:
 1. reduction of the consumption of consumable materials whenever practicable;
 2. full utilization of materials prior to disposal;
 3. minimization of the use of non-biodegradable products whenever practicable.
- B. Each school district facility shall also collect at least three recyclable materials, such as, but not limited to, the following: paper, glass, plastic, and metal. ~~(Minn. Stat. § 115A.151)~~
- C. The school district will transfer all recyclable materials collected to a recycler and, to the extent practicable, cooperate with, and participate in, recycling efforts being made by the city and/or county where the school district is located. ~~(Minn. Stat. § 115A.151)~~
- D. Prior to entering into a contract for the management of mixed municipal solid waste, the school district will determine whether the disposal method provided for

in the contract is equal to or better than the waste management practices currently employed in the county or district plan in the county where the school district is located and whether the contract is consistent with the solid waste plan. If the waste management method provided for in the contract is ranked lower than the waste management practices employed by the county or district, the school district will:

1. determine the potential liability to the school district and its taxpayers for managing waste in this manner;
2. develop and implement a plan for managing the potential liability; and
3. submit the information in (1) and (2) above to the PCA.

If the contract is inconsistent with the county plan or if the school district's waste management activities are inconsistent with the county plan, the school district should obtain the consent of the county prior to entering into a binding contract or developing or implementing inconsistent solid waste management activities. (~~Minn. Stat. § 115A.46, Subd. 5; Minn. Stat. § 115A.471; Minn. Stat. § 458D.07, Subd. 4~~)

- E. The school district may not knowingly place motor oil, brake fluid, power steering fluid, transmission fluid, motor oil filters, or motor vehicle antifreeze (other than small amounts of antifreeze contained in water used to flush the cooling system of a vehicle after the antifreeze has been drained and does not include de-icer that has been used on the exterior of a vehicle) in or on:
1. solid waste or solid waste management facilities other than a recycling facility or household hazardous waste collection facility;
 2. the land unless approved by the PCA; or
 3. the waters of the state, an individual sewage treatment system, or in a storm water or waste water collection or treatment system unless:
 - a. permitted to do so by the operator of the system and the PCA;
 - b. the school district generates an annual average of less than 50 gallons of waste motor vehicle antifreeze per month; and
 - c. the school district keeps records of the amount of waste antifreeze generated, maintains these records on site and makes the records available for inspection for a minimum of three years following generation of the waste antifreeze.

(~~Minn. Stat. § 115A.916~~)

- F. The school district may not place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:
1. in solid waste; or
 2. in a wastewater disposal system.

~~(Minn. Stat. § 115A.932, Subd. 1(a))~~

- G. The school district may not knowingly place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:
1. in a solid waste processing facility; or
 2. in a solid waste disposal facility.

~~(Minn. Stat. § 115A.932, Subd. 1(b))~~

- H. The school district will recycle a fluorescent or high-intensity discharge lamp by delivery of the lamp to a lamp recycling facility or to a facility that collects and stores lamps for the purpose of delivering them to a lamp recycling facility, including, but not limited to, a household hazardous waste collection or recycling facility, retailer take-back and utility provider program sites, or other sites designated by an electric utility under Minn. Stat. § Minnesota Statutes section 216B.241, Subds. subdivision 2 and 4. ~~(Minn. Stat. § 115A.932, Subd. 1(e))~~

- I. The school district may not place a lead acid battery in mixed municipal solid waste or dispose of a lead acid battery. The school district also may not place in mixed municipal solid waste a dry cell battery containing mercuric oxide electrode, silver oxide electrode, nickel-cadmium, or sealed lead-acid that was purchased for use or used by the school district. The school district also may not place in mixed municipal solid waste a rechargeable battery, a rechargeable battery pack, a product with a nonremovable rechargeable battery, or a product powered by rechargeable batteries or rechargeable battery pack, from which all batteries or battery packs have not been removed. ~~(Minn. Stat. § 115A.915; Minn. Stat. § 115A.9155, Subd. 1; Minn. Stat. § 115A.9157, Subd. 2)~~

- J. The school district may not place yard waste:
1. in mixed municipal solid waste;
 2. in a disposal facility;

3. in a resource recovery facility, except for the purposes of reuse, composting, or cocomposting; or
4. in a plastic bag unless exempt as specified in ~~Minn. Stat. §~~ Minnesota Statutes section 115A.931(c), (d), or (e).

~~(Minn. Stat. § 115A.931)~~

K. The school district may not place a telephone directory:

1. in solid waste;
2. in a disposal facility; or
3. in a resource recovery facility, except a recycling facility.

~~(Minn. Stat. § 115A.951, Subd. 2)~~

L. The school district may not:

1. place major appliances in mixed municipal solid waste; or
2. dispose of major appliances in or on the land or in a solid waste processing or disposal facility.

~~(Minn. Stat. § 115A.9561)~~

M. The school district may not place in mixed municipal solid waste an electronic product containing a cathode-ray tube. ~~(Minn. Stat. § 115A.9565)~~

N. The school district, on its own or in cooperation with others, may implement a program to collect, process, or dispose of household batteries. The school district may provide financial incentives to any person, including public or private civic groups, to collect the batteries. ~~(Minn. Stat. § 115A.961, Subd. 3)~~

V. **PROCUREMENT OF RECYCLED COMMODITIES AND MATERIALS**

A. When practicable and when the price of recycled materials does not exceed the price of nonrecycled materials by more than 10 percent, the school district may purchase recycled materials. In order to maximize the quantity and quality of recycled materials purchased, the school district may also use other appropriate procedures to acquire recycled materials at the most economical cost to the school district. ~~(Minn. Stat. § 16C.073, Subd. 3(a))~~

- B. When purchasing commodities and services, the school district will apply and promote waste management practices with special emphasis on the reduction of the quantity and toxicity of materials in waste. (~~Minn. Stat. § 16C.073, Subd. 3(b)~~)
- C. Whenever practicable, the school district will:
1. purchase uncoated copy paper, office paper, and printing paper unless the coated paper is made with at least 50 percent postconsumer material;
 2. purchase recycled content copy paper with at least 30 percent postconsumer material by weight and purchase office and printing paper with at least 10 percent postconsumer material by weight;
 3. purchase paper which has not been dyed with colors, excluding pastel colors;
 4. purchase recycled content copy, office, and printing paper that is manufactured using little or no chlorine bleach or chlorine derivatives;
 5. use reusable binding materials or staples and bind documents by methods that do not use glue;
 6. use soy-based inks;
 7. purchase printer or duplication cartridges that:
 - a. have 10 percent post-consumer material; or
 - b. are purchased as remanufactured; or
 - c. are backed by a vendor-offered program that will take back the printer cartridges after their useful life, ensure that the cartridges are recycled, and comply with the definition of recycling in ~~Minn. Stat. § Minnesota Statutes section~~ 115A.03, ~~Subd. subdivision~~ 25b;
 8. produce reports, publications, and periodicals that are readily recyclable;
 9. purchase paper which has been made on a paper machine located in Minnesota; and
 10. print documents on both sides of the paper where commonly accepted publishing practices allow.

(~~Minn. Stat. § 16C.073, Subd. 2~~)

- D. The school district may not use a specified product included on the prohibited products list published in the State Register. (~~Minn. Stat. § 115A.9651~~)
- E. In developing bid specifications, the school district will consider the extent to which a commodity or product is durable, reusable or recyclable, and marketable through applicable local or regional recycling programs and the extent to which the commodity or product contains postconsumer material. (~~Minn. Stat. § 16C.073, Subd. 3(b)~~)
- F. When a project involves the replacement of carpeting, the school district may require all persons who wish to bid on the project to designate a carpet recycling company in their bids. (~~Minn. Stat. § 16C.073, Subd. 3(b)~~)

VI. OTHER

The policy of the school district is to actively advocate, where appropriate, for resource conservation practices to be adopted at the local, regional, and state levels.

Legal References: Minn. Stat. § 16C.073 (Purchase and Use of Paper Stock; Printing)
Minn. Stat. § 115A.03 (Definitions)
Minn. Stat. § 115A.15 (State Government Resource Recovery)
Minn. Stat. § 115A.151 (~~State and Local Facilities Recycling Requirements; Public Entities; Commercial Buildings; Sports Facilities~~)
Minn. Stat. § 115A.46 (~~Requirements Regional and Local Solid Waste Management Plan; Requirements~~)
Minn. Stat. § 115A.471 (Public Entities; Managing of Solid Waste)
Minn. Stat. § 115A.915 (Lead Acid Batteries; Land Disposal Prohibited)
Minn. Stat. § 115A.9155 (Disposing of Certain Dry Cell Batteries)
Minn. Stat. § 115A.9157 (Rechargeable Batteries and Products)
Minn. Stat. § 115A.916 (Motor Vehicle Fluids and Filters; Prohibitions)
Minn. Stat. § 115A.931 (Yard Waste; Prohibition)
Minn. Stat. § 115A.932 (Mercury Prohibition)
Minn. Stat. § 115A.951 (Telephone Directories)
Minn. Stat. § 115A.9561 (Major Appliances)
Minn. Stat. § 115A.9565 (Cathode-Ray Tube Prohibition)
Minn. Stat. § 115A.961, Subd. 3 (Household Batteries; Collection, Processing, and Disposal)
Minn. Stat. § 115A.9651 (Listed Metals in Specified Products, Enforcement)
Minn. Stat. § 116.93, Subd. 1 (Lamp Recycling Facilities)
Minn. Stat. § 216B.241, Subd. 2 and 4 (~~Energy Conservation Improvement Public Utilities; Energy Conservation and Optimization~~)
Minn. Stat. § 458D.07 (Sewage Collection and Disposal)
National Solid Waste Management Ass'n v. Williams, et al., 966 F.Supp. 844 (D. Minn. 1997)

Cross References: None

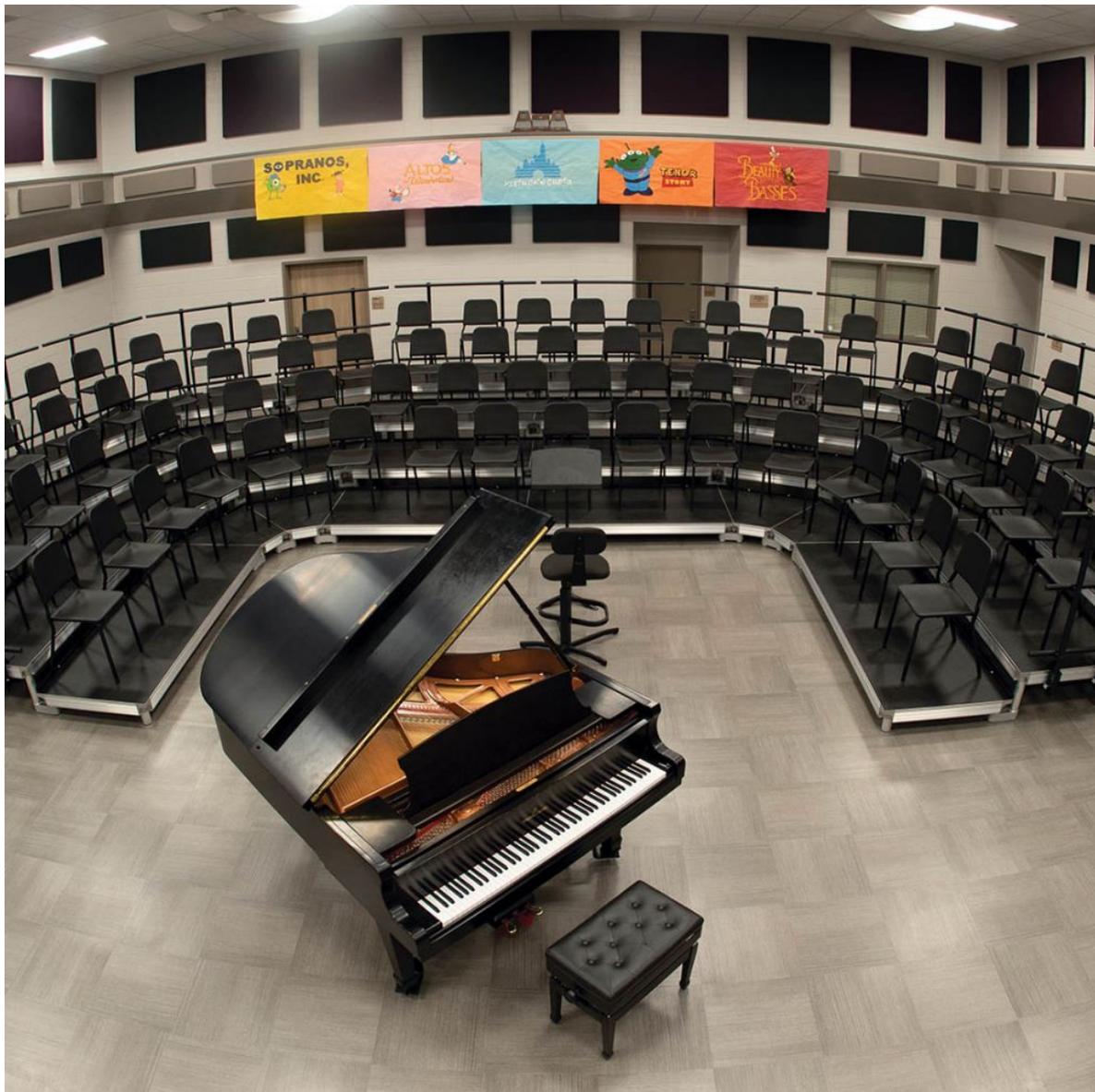
January 16, 2023

Dear Rock Ridge School Board,

Below you will see a picture of a Seated/Tiered Riser Staging System. This system was planned for the new Choir Studio at Rock Ridge High School. During some of the value engineered phases of the budget plans, these were removed. Since that time, Mr. Krage has expressed interest in still achieving this system for his choir studio. We have received a beautiful donation, as you know, from Mr. Robert Birnstihl, and this money allows us to purchase these risers for the new choir studio located in the Birnstihl-Peer Music Arts Wing at Rock Ridge High School. I am here today seeking your approval to order this Riser System per the attached quote. This staging system also breaks into many different staging opportunities for indoor and outdoor use throughout the Rock Ridge campus.

Thank you,
Willie Spelts

StageTek Tiered Riser Staging System



Wenger Corporation
 555 Park Drive
 Owatonna, MN 55060-4940
 United States



C O R P O R A T I O N

Phone: 507-455-4100
 Fax: 507-455-4258

Quote Number: 3263729

StageTEK Configuration #205 - PROMO

QUOTE

Date: 10/19/2022
 Page: 1 of 2
 Cust #: 00011656

<p>Quote To: Matt Krage Rock Ridge High School 801 Jones St Eveleth MN 55734-1633 United States</p> <p>Phone: (218) 780-1949 Fax: (000) E-Mail: matt.krage@rrps.org</p>	<p>Date: 10/19/2022 Expires: 11/18/2022 Reference: Terms: Net 30 Days Created By: Jodi Tuthill</p> <p>Salesperson: Robert McMullen Phone: +1 (507) 774-8529 E-Mail: Robert.McMullen@wengercorp.com</p>
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Quote Comments:

Pricing reflects Wenger's Fall 2022 promotion valid through 11/18/2022. Product must ship/install prior to 12/31/2022

Customer to verify all items on this quote before placing order.

Since the beginning of the pandemic, significant supply chain issues have been creating disruption across many industries globally. At Wenger Corporation, our purchasing team is working with our suppliers to mitigate the impact of the disruptions. Unfortunately, we are facing shortages in key areas such as steel, plastic and wood resulting in delays in meeting our customers' orders/timelines. Freight quoted is for a one time shipment. As a result, once orders are placed, delivery dates may change. Customer-requested split shipments will result in an additional freight charge.

We apologize for any inconvenience this may cause. We value your business and thank you for your patience during these unusual circumstances.

Current Lead Time: 2-3 weeks (Lead times are approximate based off the current date of the quote, this lead time is subject to change).

Line	PartNum/Description	Qty	Net Price	Ext. Price	USD
1.00	280204105 StageTek Tiered Riser Staging System	1 EA	\$25,252.50	\$25,252.50	
	<i>StageTek Tiered Staging System 3 Tiers, 8" Rise, 3' Deep (2) 8' rectangular sections (2) 6' rectangular sections (4) Pie sections Deck Surface: Black Cracked Ice Fixed Height Legs Closure Material: Black Cracked Ice Front Closures Right & Left Side Closures, Notched for Guardrails Back, Left, and Right Guardrails (for elevations above 8")</i>				

Wenger Corporation
 555 Park Drive
 Owatonna, MN 55060-4940
 United States



C O R P O R A T I O N

Phone: 507-455-4100
 Fax: 507-455-4258

Quote Number: 3263729

StageTEK Configuration #205 - PROMO

QUOTE

Date: 10/19/2022
 Page: 2 of 2
 Cust #: 00011656

<i>Front Closure Panel Braces for Chair Stops, for levels as needed</i>				
<i>Leg Storage Clips</i>				
<i>All Necessary Leg-to-Leg Connectors</i>				
27.00	113K001	1 EA	\$639.75	\$639.75
Staging Universal Deck & Rail Cart				
28.00	113K001	4 EA	\$0.00	\$0.00
Staging Universal Deck & Rail Cart				
<i>4 FREE carts with 24 decks purchased</i>				

z-Freight

2.00	Freight	1 EA	\$1,291.10	\$1,291.10
Freight Services				

TAILGATE DELIVERY with STAGING:
 Freight reflected in this quotation is for common carrier shipment with tailgate delivery. Tailgate delivery will require your staff to unload the truck, move the product into the building and complete any assembly or installation.

LIFTGATE DELIVERY NOT AVAILABLE FOR STAGING, See unloading recommendations.

DO YOU REQUIRE INSIDE DELIVERY OR INSTALLATION SERVICES?
 If you do not have a loading dock or staff available to unload the products from the common carrier trailer, then contact your Wenger sales representative to discuss these delivery methods and to find out the additional charges.

If you are a tax-exempt organization and quote includes tax, please send a copy of your tax-exempt certificate and we will remove the sales tax. Thank you.

Notwithstanding anything to the contrary in this agreement, Wenger shall not be liable for delay or non-performance caused by any of the following circumstances when beyond its control: acts of God, explosions, riots, labor disputes (provided Wenger has exercised reasonable commercial efforts to avoid it), failures of utilities or public services, civil unrest, foreign or domestic governmental regulation or order, public health emergencies, natural disasters, cyber-attacks, wars, acts of foreign enemies, sabotage, or terrorism, including sub-supplier delays caused by any of the above provided the same are not caused or contributed to by the negligence or fault of Wenger ("Force Majeure").

Lines Total	\$27,183.35
Total Taxes	\$0.00

Quote Total \$27,183.35



MUSIC EDUCATION AND PERFORMING ARTS

Owatonna Office: Phone 800.4WENGER (493-6437) Worldwide +1.507.455.4100 | Parts & Service 800.887.7145 | wengercorp.com | 555 Park Drive, PO Box 448 | Owatonna | MN 55060-0448

Syracuse Office: Phone 800.836.1885 Worldwide +1.315.451.3440 | jrclancy.com | 7041 Interstate Island Road | Syracuse | NY 13209-9713

ATHLETICS Phone 800.493.6437 | email gearboss@wengercorp.com | gearboss.com | 555 Park Drive, PO Box 448 | Owatonna | MN 55060-0448



Career Services ▪ Academic Service-Learning ▪ Regional Outreach
Strategic Partnerships ▪ Internships ▪ Community and Voter Engagement ▪ Employer Relations
Undergraduate Research, Scholarship and Creative Activity

September 2022

Dear Community Partner:

Thank you for choosing to partner with the University of Wisconsin-Superior and The Link Center. The Link Center is a meaningful connection point linking students and the University with the community and beyond. We cultivate a rich network of partnerships, support student career and civic readiness, and provide strategic programming and engagement. We are confident that the University of Wisconsin-Superior will be an anchor institution recognized as a partner of choice because of the Link Center's innovative and collaborative approaches to building a Superior future.

As required by [UW-System Policy](#), students need to have a **Partnership Agreement for UW-Superior Students** on file before they begin internship, academic service-learning, community-based research, volunteering, or other types of community engagement experiences with an external organization. The attached PASS Agreement protects students and community partners from any risk and liability that could arise while they are working with one another.

To complete the process, please proceed by signing the Partnership Agreement for UW-Superior Students Agreement by following the steps shown in DocuSign. You, the community partner, will sign the agreement first, then the University's Vice Chancellor of Administration and Finance will be sent the document to be signed. If this Agreement should be sent to another contact at your organization, please let us know. After both parties have signed this agreement, the partnership will become active for the time period allotted on the contract. Standard agreements typically span over a three-year period, with contact from The Link Center for renewal as the agreement starts to expire.

If there are any questions or concerns regarding this Agreement, or if there are other ways in which you would like to partner with The Link Center, please connect with us to proceed.

Sincerely,

Ms. Katelyn Baumann
Outreach Program Manager, The Link Center
University of Wisconsin-Superior
(715) 394-8429 | kbauman3@uwsuper.edu



Partnership Agreement for UW-Superior Students (PASS Agreement)

Formerly known as UW-System Affiliation Agreements

This Agreement is between the Board of Regents of the University of Wisconsin System dba the University of Wisconsin-Superior (hereinafter referred to as "University") and Rock Ridge Public Schools (hereinafter referred to as "Facility"). In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below.

THE UNIVERSITY AGREES:

1. That each school or college of the University wishing to participate in a clinical education placement program with the Facility will annually provide the Facility with a Program Memorandum, detailing the academic content of the proposed program. Upon acceptance of this Program Memorandum as provided hereafter, it shall become a part of this agreement and shall be incorporated by reference. The Program Memorandum will include discussion of program concepts; the controls which the University and the Facility may exercise or are required to exercise; the rights of the Facility to review the University's program; the number of students to be assigned, the academic qualifications and the schedule of those students; and any other matters pertaining to the specific program content proposed by the department; and
2. To provide the Facility with a listing of students who will be participating in the program and to update that listing periodically.

THE FACILITY AGREES:

1. To review any Program Memorandum concerning a clinical education program submitted by a school or college of the University. Upon review, the Facility will notify the school or college of its acceptance or rejection of the academic program proposal; and
2. Not to accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate coordinator of a particular University school or college.

THE UNIVERSITY AND THE FACILITY JOINTLY AGREE:

1. The parties shall not discriminate in their training or education of any person or in the conditions of training or education or in other actions taken as a result of this Agreement by reason of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual

orientation, or national origin. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities;

2. That during the term of this Agreement, the State will indemnify University employees, officers, and agents (students in required training, a credit program, or for graduation) against liability for damages, errors, and omissions, arising out of their activities while acting within the scope of their respective employment or agency, pursuant to §895.46(1) and §893.82, Stats.;
3. That the Facility will indemnify its employees, officers and agents against liability for damages, errors, and omissions arising out of their activities while acting within the scope of their respective employment or agency;
4. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party; and
5. This agreement shall be construed and governed by the laws of the State of Wisconsin.

TERM OF AGREEMENT:

This agreement shall be for a term of 3 years, commencing on _____. It may be terminated solely by written notice, one year in advance, by either party to the designated agent of the other as shown below.

FOR THE UNIVERSITY:

UW-Superior

Attn: Vice Chancellor Admin/Finance

P.O. Box 2000

Superior, WI 54880

FOR THE FACILITY:

Facility: Rock Ridge Public Schools

Attn: Scott Manni

Address: _____

Program Memoranda presented by the University and accepted by the Facility shall be for a term of no longer than one year. They may be renewed upon mutual agreement. Such Program Memoranda do not require the specific approval of either party provided they contain provisions relating solely to program arrangements and content.

Any fully executed Program Memoranda shall be incorporated by reference and become a part of this agreement if not inconsistent in any manner with this agreement.

FOR THE UNIVERSITY:

FOR THE FACILITY:

Signature of Authorized Official Date

Jeff Kahler Vice Chancellor Admin/Finance

Signature of Authorized Official Date

Scott Manni

Name and Title (type or print)

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

MEMORANDUM OF AGREEMENT

BETWEEN

FOND DU LAC TRIBAL AND COMMUNITY COLLEGE

AND

Rock Ridge Public Schools;

Laurentian Elementary School,

NorthStar Elementary, Parkview

Elementary

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of **FOND DU LAC TRIBAL AND COMMUNITY COLLEGE** (hereinafter "College/University"), and Rock Ridge Public Schools, 1405 Progress Parkway, Virginia, MN 55792 (hereinafter "Facility").

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the College/University has established a Baccalaureate Program in Education for qualified students preparing for and/or engaged in education careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable facilities for the educational needs of the education programs(s) of the College/University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified education personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish learning experience for students of education enrolled at the College/University;

NOW, THEREFORE, it is mutually agreed by and between the College/University and the Facility:

I. **COLLEGE/UNIVERSITY RESPONSIBILITIES**

- A. The College/University will place qualified students enrolled in its education program for participation in a student teaching or field experience at Facility.
- B. The College/University faculty will be responsible for planning, directing, and evaluating the students' learning experiences. The College/University faculty will attend the Facility's orientation for the learning experience instructors as deemed necessary by the College/University and the Facility.
- C. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the learning experience program at the Facility.
- D. The College/University will inform its faculty and the students who are participating in the learning experience program that they are encouraged to carry their own liability/health insurance.
- E. The College/University agrees and represents that it will require all students to have completed a background study in accordance with Minnesota Statute 123B.03 as a pre-condition to participation in the clinical experience. College/University will not assign a student to the Facility if his/her background study documents demonstrate ineligibility to have direct contact with Facility's students under applicable law or regulations. If requested, College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

II. **FACILITY RESPONSIBILITIES**

- A. Facility agrees to provide qualified College/University students enrolled in the Education program student teaching or field experiences during the academic year so long as the Facility has qualified teachers willing to supervise the College/University students during this experience.
- B. The Facility is responsible for the safety and quality of education (if applicable) provided to its students by the College/University students who are participating in the learning experience at the Facility.
- C. The Facility will inform the College/University of its policies and regulations.
- D. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the learning experience.
- E. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class

against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

- F. The Facility may unilaterally suspend or terminate a student teacher's participation in the program at the site for any reason. The Facility's liaison will consult with the College/University before suspending the student teacher's participation, except where consultation is not reasonable possible under the circumstances.

III. **FINANCIAL CONSIDERATION**

During the term of this agreement, if the student placement is for the purpose of student teaching, the College/University shall pay the Facility at a rate not less than \$12.50 per semester hour per student for each student placed with Facility.

If a student is placed at the Facility for the purpose of a field experience, each party shall bear their own expenses associated with the student placement.

IV. **EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE**

- A. Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the College/University.
- B. Any College/University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.

V. **LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

VI. **TERM OF AGREEMENT**

This Agreement is effective on the later of August 1, 2022, or when fully executed and shall remain in effect until July 31, 2027. This Agreement may be terminated by either party at any time upon 60 days' written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the learning experience program.

VII. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

VIII. ASSIGNMENT

Neither the College/University or the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

IX. STATE AUDIT

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

X. VOTER REGISTRATION (When Applicable)

The Facility shall provide nonpartisan voter registration services and assistance, using forms provided by the College/University, to employees of the Facility and the public as required by Minnesota Statutes Chapter 201.162.

XI. AMERICANS WITH DISABILITIES ACTS (ADA) COMPLIANCE

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The College/University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

XII. GOVERNMENT DATA PRACTICES ACT

The Facility and College/University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the Facility or the College/University.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the College/University. The College/University will give the Facility instructions concerning the release of the data to the requesting party before the data is released.

XIII. The Facility and College/University mutually agree that nothing in this agreement shall constitute a contract. Further, nothing in this voluntary memorandum of understanding will legally bind either party to the terms of this agreement, create a justiciable action, or entitle either party to any remedies in case of noncompliance.”

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

1. FACILITY:

Facility certifies that the appropriate person(s) has executed the Agreement on behalf of Facility as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. COLLEGE/UNIVERSITY:

By (authorized signature)
Title: Chief Financial Officer
Date

By (authorized signature)
Title: President
Date

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date