

## Agenda

1. ROUTINE BUSINESS ITEMS
  - 1.1. Call to Order/Pledge of Allegiance
  - 1.2. Roll Call: Stenson \_\_\_ Birhanzi \_\_\_ Wibben \_\_\_ Shourds \_\_\_ Miller \_\_\_ and Norman \_\_\_.
  - 1.3. Approval of Agenda
  - 1.4. Special Presentation
  - 1.5. Approval of Consent Agenda

*(Any item or items may be pulled off the consent agenda, at the request of any board member, for consideration by the board as a whole.)*

    - 1.5.1. Regular Board of Education Meeting Minutes
    - 1.5.2. Bills
    - 1.5.3. Treasurer's Report
    - 1.5.4. Budget Report
    - 1.5.5. Personnel Actions
      - 1.5.5.1. Employment
      - 1.5.5.2. Resignations/Retirements
      - 1.5.5.3. Reassignments
  - 1.6. Resolution Accepting a Gift, Donation, Contribution or Bequest RESOLUTION ACCEPTING MONETARY, PROPERTY, GOODS OR SERVICES DONATION
  - 1.7. Public Forum
  - 1.8. Superintendent's Report
  - 1.9. Board Reports
    - 1.9.1. Board Committees
    - 1.9.2. Student Representative Report
    - 1.9.3. Administrators
  - 1.10. Congratulatory Action and Recognition
2. DISCUSSION ITEMS
  - 2.1. Adam Spray will provide an update on the FY27 Insurance renewal, which is being recommended for approval later in the agenda.
  - 2.2. Policies 536, 709, and 721 are being brought to the board for the first reading. Policy 536 Memorial Policy is a new policy. Policies 709 and 721 have received revisions. These policies will be brought back at the May 11th meeting for approval.
  - 2.3. Construction Updates
  - 2.4. Janet Wibben will provide a Legislative update.
3. ACTION ITEMS
  - 3.1. Approve the Service Agreement between Discover Your Sisú Therapy Services, LLC, and Montevideo Public Schools.
  - 3.2. Approve policy 534, School Meals Policy. This policy was reviewed at the March board meeting.

- 3.3. Adopt the resolution stating the intention of the school district to issue general obligation school building bonds, series 2026A, in the maximum aggregate principal amount of \$20,000,000; and taking other actions with respect thereto.
  - 3.4. Approve the Health Insurance Renewal Proposal as presented.
  - 3.5. Approve the Strategic Planning Project Manager.
  - 3.6. Approve the Bob Mills Award Recipient
4. ADJOURNMENT

ISD 129 – MONTEVIDEO PUBLIC SCHOOLS  
Minutes of Regular School Board Meeting  
Held March 9, 2026, in Montevideo, MN

Vice Chairman Shourds called the regular meeting of the School Board of Independent School District #129 to order at 6:00 p.m. on Monday, March 9, 2026, in the District Board Room of Montevideo Middle School.

Members present were Wibben, Norman, Miller, Birhanzl, and Shourds. The Member absent was Stenson. Superintendent Skjeveland and members of the staff were also present.

Director Birhanzl made the motion, and Director Miller seconded the motion to approve the agenda as presented. The Motion carried unanimously.

Kati Birhanzl provided an update on the high school CEO Entrepreneurship Opportunities Class.

Principal Huntley provided an update to the Board on the Hawk Pride Awards Program happening at the Middle School.

Director Birhanzl made the motion, and Director Miller seconded the motion to approve the Consent Agenda as presented. The Motion carried unanimously.

- Regular Board of Education Meeting Minutes – February 9, 2026
- Special Board Meeting Minutes – February 17, 2026
- March Board Bills

**TOTAL EXPENDITURES BY FUND**

GENERAL FUND	\$	222,483.92
FOOD SERVICE	\$	170,934.76
COMMUNITY SERVICES	\$	4,341.45
CAPITAL EXPENDITURE	\$	31,763.88
BUILDING CONSTRUCTION	\$	-
DEBT SERVICE	\$	5,250.00
STUDENT ACTIVITIES	\$	6,997.41
MINN RIVER VALLEY ED DIST	\$	46,316.98
MRVED COMMUNITY EDUCATION	\$	1,130.85
<b>TOTAL BY FUND</b>	<b>\$</b>	<b>489,219.25</b>

- Treasure Report
- Budget Report
- Personnel Actions
  - Resignations/Retirements: Valerie Garza, Special Ed Paraprofessional, Ramsey Elementary  
Amanda Macziewski resigned as Head Coach of the Gold Duster Dance Team. Elizabeth Guertz is resigning as a Title 1 Teacher from Sanford Elementary at the end of the 25-26 school year.  
Gabi VanSickle is resigning as Library/Media Assistant at the end of the 25–26 school year.  
Allie Virnig is resigning as Library/Media Assistant at the end of the 25–26 school year.
  - Terminations: Michael Harrison, Custodian, High School
- Resolution Accepting a Gift, Donation, Contribution, or Bequest – Chappell Central donated \$3,000 toward the purchase of a CNC machine for the Welding department. Steve Birkey donated \$200 toward the Plasma cutter for the welding department. The Harlan Strand Trust has donated \$15,000 towards the Special Ed Department. Eric & Pam Baukol donated \$500 toward the welding department. Motion by Director Birhanzl, and seconded by

Director Miller, to adopt the resolution accepting the listed gifts, donations, contributions, and bequests. After a roll call vote, all members voted Aye, and the motion carried.

- Superintendent's Report
- Board Report – Director Wibben provided a report on the Curriculum Committee, Director Birhanzl provided a report on the Activities Committee.
- Student Representative Report
- Administrators Report

Discussion Items:

Director Shourds provided an update on the facilities project timeline. Director Wibben provided an update on the MSBA Day at the Capitol. Policy 534 has revisions and will be brought back for approval in April.

Action Items:

Motion by Director Miller and seconded by Director Norman to approve policies 516 and 516.5 as presented. The motion carried.

Motion by Director Norman and seconded by Director Wibben to approve the 26-27 Student Fees and Expenses as presented. The motion carried.

Motion by Director Birhanzl and seconded by Director Miller to approve the Achievement and Integration Budget as presented. The motion carried.

Motion by Director Wibben and seconded by Director Norman to adopt by Resolution, the termination and non-renewal of the teaching contract for Alyssa Granatir, a Non-tenured Probationary Teacher for the 2026-2027 school year, as presented. After a roll call vote, all members voted Aye, and the motion carried.

Motion by Director Norman and seconded by Director Miller to adopt by Resolution, the termination and non-renewal of the teaching contract for Debbie Christians, a Non-tenured Probationary Teacher for the 2026-2027 school year, as presented. After a roll call vote, all members voted Aye, and the motion carried.

Motion by Director Miller and seconded by Director Birhanzl to adopt by Resolution, the termination and non-renewal of the teaching contract for Mikaylah Zimmerman, a Non-tenured Probationary Teacher for the 2026-2027 school year, as presented. After a roll call vote, all members voted Aye, and the motion carried.

Motion by Director Birhanzl and seconded by Director Wibben to adopt by Resolution, the termination and non-renewal of the teaching contract for McKenzie Landmark, a Non-tenured Probationary Teacher for the 2026-2027 school year, as presented. After a roll call vote, all members voted Aye, and the motion carried.

Motion by Director Wibben and seconded by Director Norman to adopt by Resolution, the termination and non-renewal of the teaching contract for Alex Ourada, a Non-tenured Probationary Teacher for the 2026-2027 school year, as presented. After a roll call vote, all members voted Aye, and the motion carried.

Motion by Director Norman and seconded by Director Miller to adopt by Resolution, the termination and non-renewal of the teaching contract for David Vane, a Non-tenured Probationary Teacher for the 2026-2027 school year, as presented. After a roll call vote, all members voted Aye, and the motion carried.

Motion by Director Miller and seconded by Director Birhanzl to adopt by Resolution, the termination and non-renewal of the contract for Rachel Smilovici, a Non-tenured Probationary Teacher for the 2026-2027 school year, as presented. After a roll call vote, all members voted Aye, and the motion carried.

Motion by Director Birhanzl and seconded by Director Wibben to adopt by Resolution, the termination and non-renewal of the contract for Nicole Sannerud, a Non-tenured Probationary Teacher for the 2026-2027 school year, as presented. After a roll call vote, all members voted Aye, and the motion carried.

Adjournment: Motion by Director Birhanzl and seconded by Director Miller to adjourn the meeting at 7:16 p.m. The motion carried unanimously.

**MONTEVIDEO PUBLIC SCHOOLS  
MONTHLY WARRANTS  
APRIL 13, 2026**

Check #	Vendor	Amount	Description
71583	4.0 SCHOOL SERVICES INC	\$ 142,866.23	TRANSPORTATION SERVICES
71584	A&B BUSINESS SOLUTIONS	\$ 3,071.52	PRINTER LEASES
71585	ACUITY SPECIALTY PRODUCTS, INC	\$ 320.75	CUSTODIAL SUPPLIES
71586	ADVANCED FIRST-AID INC	\$ 652.84	AED PADS
71587	AMAZON CAPITAL SERVICES, INC	\$ 7,412.88	MISC SUPPLIES
71588	AMERICAN WELDING & GAS, INC	\$ 27,114.28	AG SHOP SUPPLIES/CNC SYSTEM
71589	BACKES TECHNOLOGY SERVICES INC	\$ 558.90	DOOR ACCESS
71590	BALDEAGLE, WANIYETU	\$ 436.34	MIEA EXPENSES
71591	BIO CORPORATION	\$ 705.62	FROGS
71592	BISBEE PLUMBING & HEATING	\$ 300.00	OVEN REPAIRS
71593	BLICK ART MATERIALS	\$ 65.46	CLASSROOM SUPPLIES
71594	BOARD OF SCHOOL ADMINISTRATOR	\$ 100.00	BOSA FEE - SKJEVELAND
71595	BOELTER COMPANIES, INC	\$ 3,140.38	KITCHEN SUPPLIES/SERVING WINDOW
71596	BORCH'S SPORTING GOODS	\$ 91.00	SCOREBOOKS
71597	BRAY ASSOCIATES ARCHITECTS, INC	\$ 109,738.00	ARCHITECTURAL SERVICES
71598	BROOKLYN PUBLISHERS	\$ 78.00	SPEECH SCRIPTS
71599	BSN SPORTS	\$ 2,372.91	BACKBOARD/SOFTBALL EQUIPMENT
71600	BUILDERS FIRSTSOURCE	\$ 18.34	CUSTODIAL SUPPLIES
71601	CHAPPEL CENTRAL INC	\$ 26,301.04	HVAC REPAIRS/CONTRACT/SERVICE
71602	CHARTER COMMUNICATIONS	\$ 341.48	PHONE & INTERNET
71603	CHERRYROAD MEDIA	\$ 25.00	VISITORS GUIDE
71604	CLARA CITY HERALD	\$ 45.00	PUBLIC NOTICE
71605	CLARA CITY TELEPHONE	\$ 479.00	FIBER LEASE
71606	CLEARWAY COMMUNITY SOLAR	\$ 13,829.49	SOLAR CREDITS
71607	COLD STONE CREAMERY	\$ 1,580.00	CONCESSIONS
71608	COMMUNITY EDUCATION DEPT	\$ 5,320.00	SWNS TUITION
71609	CONTINENTAL ATHLETIC SUPPLY	\$ 4,230.09	FOOTBALL HELMET RECONDITIONING
71610	COUNTRYSIDE PUBLIC HEALTH	\$ 472.00	KITCHEN INSPECTIONS
71611	CULLIGAN ULTRAPURE INC	\$ 112.35	SALT/WATER
71612	CUSTOM PRINTING	\$ 120.00	ENVELOPES
71613	DANA F COLE & COMPANY LLP	\$ 210.00	1099 PREP
71614	DC SIGNS	\$ 606.00	SIGNS
71615	DOUBLE D DEVELOPMENT	\$ 17,540.61	HAWKS NEST LEASE
71616	DUFAULT PUBLISHING	\$ 370.00	YEARBOOKS
71617	ECOLAB PEST ELIMINATION	\$ 588.08	PEST ELIMINATION
71618	EXCEL OVERHEAD DOOR	\$ 394.50	GARAGE DOOR REPAIR
71619	FARMERS UNION OIL COMPANY	\$ 1,784.96	FUEL/CUST SUPPLIES
71620	FAST THREADS	\$ 1,335.90	SIGNS/DECALS/SHIRTS
71621	FASTENAL COMPANY	\$ 116.86	AG SUPPLIES
71622	FOLLET CONTENT SOLUTIONS, LLC	\$ 313.26	LIBRARY BOOKS
71623	FRENCH GLASS	\$ 25.00	KEY COPIES
71624	GOPHER SPORTS	\$ 280.38	PHY ED EQUIPMENT
71625	GREAT PLAINS NATURAL GAS	\$ 18,971.51	NATURAL GAS SERVICE
71626	GREATER MN FAMILY SERVICES	\$ 858.33	CONTRACTED SERVICES
71627	HILLYARD FLOOR CARE SUPPLY	\$ 15,987.61	CUSTODIAL SUPPLIES
71628	HOBART SERVICE	\$ 517.06	DISHWASHER REPAIR
71629	INFINITY ONLINE	\$ 18,700.00	SPRING SEMESTER
71630	INNOVATIVE OFFICE SOLUTIONS, LLC	\$ 370.01	OFFICE SUPPLIES
71631	INSTRUMENTALIST AWARDS LLC	\$ 232.00	AWARDS
71632	INTERMEDIATE DISTRICT #287	\$ 511.70	ALC BILLING
71633	J W PEPPER AND SON INC	\$ 670.59	MUSIC SUPPLIES

**MONTEVIDEO PUBLIC SCHOOLS  
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71634	JOHN DEERE FINANCIAL	\$	98.81	CUSTODIAL SUPPLIES
71635	JOHNSON CONTROLS FIRE PROTECT	\$	1,989.80	FIRE ALARM SERVICE
71636	JOSTENS INC	\$	859.75	DIPLOMA COVERS
71637	KDMA (AM)/KMGM (FM)	\$	138.00	BOYS BB AD
71638	KENNEDY & GRAVEN CHARTERED	\$	901.00	LEGAL SERVICES
71639	LAKE AREA HANDYMAN SERVICE LLC	\$	225.00	BUILDING REPAIRS
71640	LAKESHORE LEARNING MATERIALS	\$	11.39	CLASSROOM SUPPLIES
71641	LAURITSEN SEPTIC AND DRAIN	\$	150.00	DRAIN SERVICE
71642	LIMINEX, INC	\$	500.00	TECHNOLOGY ORDER
71643	MARCO	\$	2,279.12	COPIER LEASE
71644	MARCO TECHNOLOGIES, LLC	\$	58,355.65	TECHNOLOGY ORDER
71645	MELODY LANES FAMILY ENTERTAINM	\$	330.00	BOWLING
71646	MHS FACULTY LOUNGE, DEB HINDE	\$	29.91	VENDING PROCEEDS
71647	MINNESOTA DEPARTMENT OF LABOF	\$	290.00	ELEVATOR PERMIT
71648	MINNESOTA SCHOOL BOARDS ASSN	\$	95.00	DAY AT CAPITOL
71649	MINNESOTA WEST CTC-CANBY	\$	85,174.43	SPRING SEMESTER
71650	MITLYNG ELECTRIC & REFRIG.	\$	567.06	DISHWASHER REPAIR
71651	MN RIVER VALLEY EDUCATION DIST	\$	7,148.84	MRVED PROGRAMS
71652	MN STATE COMMUNITY & TECHNICAL	\$	11,686.45	SPRING SEMESTER
71653	MOLDE'S ELECTRIC & MECHANICAL II	\$	2,363.48	ELECTRICAL/LIGHT REPAIRS
71654	MONTE CANDY CO	\$	60.00	POPCORN
71655	MONTE HARDWARE HANK	\$	879.28	WASHING MACHINE/SUPPLIES
71656	MONTEVIDEO AREA MEMORY LOSS I	\$	1,187.50	COMM ED CLASS
71657	MONTEVIDEO MARKET	\$	889.48	FACS SUPPLIES
71658	MR CUTTING EDGE LLC	\$	26.00	BLADE SHARPENING
71659	MUSIC STREET INC	\$	110.00	MUSIC SUPPLIES
71660	NATIONAL FFA ORGANIZATION	\$	865.39	FFA MERCHANDISE
71661	NEW DOMINION SCHOOL	\$	8,069.87	CARE & TREATMENT
71662	NORTHLAND COMM & TECH COLLEGI	\$	4,111.45	SPRING SEMESTER
71663	OFFICE OF MNIT SERVICES	\$	58.67	COMPUTINGI SERVICES
71664	OLSEN PLUMBING & HEATING INC	\$	1,893.53	PLUMBING REPAIRS
71665	O'REILLY AUTOMOTIVE, INC	\$	27.73	AG SHOP SUPPLIES
71666	PERKINS GONZALEZ, HEATHER ANN	\$	302.34	MIEA EXPENSES
71667	PETTY CASH FUND	\$	5,736.89	PETTY CASH REIMBURSEMENTS
71668	PRO TRACK AND TENNIS, INC	\$	36,920.00	TENNIS COURT RESURFACING DOWNPAYMENT
71669	RAYMO, BRANDON J	\$	52.50	STATE BASKETBALL
71670	REALLY GOOD STUFF INC	\$	58.88	CLASSROOM SUPPLIES
71671	RENNEBERG HARDWOODS INC	\$	2,361.54	WOOD SHOP SUPPLIES
71672	RIDGEWATER COLLEGE	\$	13,997.14	SPRING SEMESTER
71673	RUNNING'S SUPPLY INC	\$	272.18	CUSTODIAL SUPPLIES
71674	SARLETTES MUSIC	\$	610.97	BAND REPAIRS/SUPPLIES
71675	SCHOMMER, LISA	\$	500.00	STAR QUILT
71676	SCHOOL SPECIALTY - NASCO	\$	38.59	CLASSROOM SUPPLIES
71677	SCHOOL SPECIALTY LLC	\$	284.48	CLASSROOM SUPPLIES
71678	SCHWIETERS FORD	\$	78.50	VEHICLE SERVICE
71679	SEACHANGE PRINT INNOVATIONS	\$	850.01	ELECTION BALLOTS
71680	SW/WC SERVICE COOPERATIVE	\$	15,873.00	LEASE/K-BOWL
71681	TAHER, INC	\$	146,630.79	MARCH FOOD SERVICE EXPENSES
71682	T-MOBILE	\$	89.25	BUS ACCESS POINTS
71683	TOSTENSON LANDFILL	\$	4,561.89	LANDFILL FEES
71684	TRANE US INC	\$	542.00	SERVICE CALL
71685	TREVIPAY	\$	1,690.58	MISC SUPPLIES

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71686	VAN GORP, RANDI	\$	296.35	DANCE SUPPLIES
71687	VEX ROBOTICS INC	\$	334.73	STEM SUPPLIES
71688	VISA	\$	13,961.77	MISC SUPPLIES
71689	WEST CENTRAL STEEL, INC	\$	636.00	AG SHOP SUPPLIES
71690	WESTERN PSYCHOLOGICAL SERVICE	\$	110.00	SEAT TESTING MATERIALS
71691	WIBBEN, JANET	\$	249.72	MSBA REIMBURSEMENTS
9000000213	ARNDT, KRISTI L	\$	34.51	BETWEEN BUILDING MILEAGE
9000000214	ARNOLD, JILL M	\$	19.05	CLASSROOM SUPPLIES
9000000215	ASCHE, KALA J	\$	89.90	KFC MILEAGE
9000000216	BRADY, JEREMY ANTHON	\$	38.81	CLASSROOM SUPPLIES
9000000217	BROWN, ELIZABETH C	\$	242.16	MIEA EXPENSES
9000000218	BROWN, SERENA M	\$	39.51	BETWEEN BUILDING MILEAGE
9000000219	CARLSON, KAILEE A	\$	27.12	BETWEEN BUILDING MILEAGE
9000000220	DAY, THERESA M	\$	41.47	BETWEEN BUILDING MILEAGE
9000000221	DISCOVER YOUR SISU THERAPY SEF	\$	5,708.04	CONTRACTED SERVICES
9000000222	FRAGODT, CONNIE	\$	100.05	HOME VISIT MILEAGE
9000000223	FRANK, EMILY C	\$	72.88	CLASSROOM SUPPLIES
9000000224	GOPHER STATE ONE CALL	\$	1.35	LOCATING SERVICES
9000000225	HAGEN, CONNOR J	\$	98.60	KFC MILEAGE
9000000226	HAWKINS INC	\$	1,104.64	POOL CHEMICALS
9000000227	HENNING, JAXTON B	\$	92.15	KFC MILEAGE
9000000228	IS-CORP	\$	620.00	FINANCE SOFTWARE HOST
9000000229	KITTELSON, TAYLER ROSE	\$	117.45	KFC MILEAGE
9000000230	KNOOP, HAYLEY ANNA	\$	811.98	CONCESSIONS
9000000231	MAETHNER, TANYA LEA NELSON	\$	419.13	LODGING REIMBURSEMENT
9000000232	MARCIAL JIMENEZ, ERENDIRA	\$	107.73	KFC MILEAGE
9000000233	MINER, MAQUELAH M	\$	503.74	FFA EXPENSES
9000000234	RICHARD, ILENE KAY	\$	89.90	KFC MILEAGE
9000000235	SCHREINER, ISAAC J	\$	260.88	STATE SWIMMING
9000000236	SIEBERT, KATELYN M	\$	127.29	REGISTRATION FEE/SUPPLIES
9000000237	SKJVELAND, JAMIE S	\$	774.71	MILEAGE/HOTEL REIMBURSEMENTS
9000000238	SLETTA, MADISON ELIZABETH	\$	41.64	CLASSROOM SUPPLIES
9000000239	SODEN, SCOTT CHASE	\$	407.27	TENNIS CLINIC REIMBURSEMENTS
9000000240	WEBB, DEREK CHARLES	\$	10.74	CLASSROOM SUPPLIES

**TOTAL MONTEVIDEO WARRANTS                      \$            882,698.65**

**MINNESOTA RIVER VALLEY EDUCATION DISTRICT WARRANTS**

71692	4.0 SCHOOL SERVICES INC	\$	277.20	ALC TRANSPORTATION
71693	ACT INC		164.25	ACT TEST ONLINE
71694	BERGESON, BRUCE		156.15	MILEAGE & PHONE
71695	BURLINGTON ENGLISH		19,968.00	ABE SEATS
71696	CITY OF MONTEVIDEO		431.65	MRVED UTILITIES
71697	CLARA CITY TELEPHONE		200.00	FIBER LEASE
71698	COUNTRYSIDE PUBLIC HEALTH		118.00	KITCHEN INSPECTION
71699	CULLIGAN USTRAPURE INC		42.50	WATER
71700	EMC INSURANCE COMPANIES		16,935.86	MRVED INSURANCE
71701	FAST THREADS		1,281.00	UNSTOPPABLE GAMES
71702	FREEMAN PLUMBING LLC		345.00	PLUMBING REPAIRS
71703	GREAT PLAINS NATURAL GAS		597.74	NATURAL GAS SERVICE



**MONTEVIDEO PUBLIC SCHOOLS  
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71578 CENTURYLINK-AZ	\$	122.19	ILP PHONE
71579 EMC INSURANCE COMPANIES	\$	3,401.44	MRVED INSURANCE
71580 JOSTENS INC	\$	473.95	ALC DIPLOMAS
71581 PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	\$	99.69	POSTAGE MACHINE RENTAL
71582 XCEL ENERGY	\$	748.43	MRVED ELECTRICITY

**TOTAL MARCH 2026 MANUAL CHECKS      \$      216,493.51**

**MARCH 2026 PAYROLL DEDUCT CHECKS/EFT PMTS**

US TREAS	US TREASURY	\$	139,311.28	FEDERAL PAYROLL TAX
US TREAS	US TREASURY	\$	137,066.33	FEDERAL PAYROLL TAX
MN REV	MN DEPARTMENT OF REVENUE	\$	22,050.59	STATE WITHHOLDING
MN REV	MN DEPARTMENT OF REVENUE	\$	21,824.16	STATE WITHHOLDING
MN TRA	MINNESOTA TEACHERS RETIREMENT ASSO	\$	82,422.87	TRA EFT
MN TRA	MINNESOTA TEACHERS RETIREMENT ASSO	\$	80,791.19	TRA EFT
MN PERA	MN PUBLIC EMPLOYEES RETIREMENT ASSO	\$	24,839.44	PERA EFT
MN PERA	MN PUBLIC EMPLOYEES RETIREMENT ASSO	\$	25,742.06	PERA EFT
BCBS	BLUE CROSS BLUE SHIELD OF MINN	\$	214,407.00	HEALTH EFT
EBC	EDUCATORS BENEFIT CONSULTANTS	\$	31,132.96	PAYROLL 403(B) EFT
EBC	EDUCATORS BENEFIT CONSULTANTS	\$	31,133.23	PAYROLL 403(B) EFT
71547	AFLAC	\$	1,485.05	PAYROLL ACCRUAL
71548	AFSCME COUNCIL 65	\$	564.06	PAYROLL ACCRUAL
71549	ISD #129 - MONTEVIDEO	\$	3,408.22	PAYROLL ACCRUAL
71550	SOUTHWEST INITIATIVE FOUNDATION	\$	246.50	PAYROLL ACCRUAL
71551	WI SCTF	\$	324.00	PAYROLL ACCRUAL
71568	AFSCME COUNCIL 65	\$	553.76	PAYROLL ACCRUAL
71569	AVIBEN	\$	174.20	PAYROLL ACCRUAL
71570	ISD #129 - MONTEVIDEO	\$	3,583.22	PAYROLL ACCRUAL
71571	MADISON NATIONAL LIFE INS	\$	10,993.60	PAYROLL ACCRUAL
71572	MADISON NATIONAL LIFE INS	\$	10,993.60	PAYROLL ACCRUAL
71573	MADISON NATIONAL LIFE INS	\$	5,477.61	PAYROLL ACCRUAL
71574	METLIFE	\$	7,883.85	PAYROLL ACCRUAL
71575	NCBERS GROUP LIFE INS	\$	48.00	PAYROLL ACCRUAL
71576	SOUTHWEST INITIATIVE FOUNDATION	\$	236.50	PAYROLL ACCRUAL
71577	VSP INSURANCE CO	\$	1,577.27	PAYROLL ACCRUAL

**TOTAL PAYROLL CHECKS/EFTS**

**\$      858,270.55**

**MARCH 2026 PETTY CASH DISBURSEMENTS**

3/17/2026	Bloch, Judy	\$	39.75	Letters & Art Kitchen staff
3/17/2026	Boyum, Janell	\$	100.00	Speech Judge
3/17/2026	Boyum, Sharon	\$	100.00	Speech Judge
3/17/2026	Buckingham, Evan	\$	200.00	Speech Judge - Redwood & Montevideo
3/27/2026	Dawson-Boyd Arts Association	\$	642.00	The Boy Who Grew Flowers
3/17/2026	Foley, Keely	\$	200.00	25-26 BBall Official
3/17/2026	Frazier, Dakota	\$	140.00	CE Tennis Swing Mechanics & Footwork
3/17/2026	Hendrickson, Kurt	\$	270.00	25-26 Winter MSO Payment
3/17/2026	Hiepler, Morgan	\$	508.50	25-26 Winter MSO Payment
3/19/2026	Ironheart-Tremblay, Morgan	\$	375.00	Guest presenter for Dreamcatcher Workshop
3/19/2026	ISD #378	\$	100.00	Knowledge Bowl Meet
3/17/2026	Jaspersen, Nolan	\$	750.00	25-26 BBall Official
3/17/2026	Kibler, Chesaray	\$	28.00	Family Float Sunday

**MONTEVIDEO PUBLIC SCHOOLS**

**MONTHLY WARRANTS**

**APRIL 13, 2026**

3/19/2026	Kibler, Chesaray	\$	42.00	Make up - Family Float
3/13/2026	Listul, Tom	\$	250.00	ECFE Read/Rock/Roller Skate
3/19/2026	Mages, Julia	\$	100.00	Accompanist
3/19/2026	Minnesota True Team Track	\$	140.00	True Team Track fees
3/19/2026	MN State High School League	\$	17.50	Ref # 044327 - Extra Dance Tickets
3/19/2026	MRI Software LLC	\$	10.00	Inv. MRIUS2710966 - Driving Records
3/19/2026	New London-Spicer Schools	\$	80.00	Knowledge Bowl Meet
3/17/2026	Orange Tree	\$	108.64	Background checks outstanding balance
3/17/2026	Redwood Valley Schools	\$	14.00	Speech entry fee
3/5/2026	SWMBDA	\$	146.00	MMS Solo/Ensemble
3/17/2026	Thompson, Jamey	\$	801.00	25-26 Winter MSO Payment
3/17/2026	Thompson, Jordan	\$	49.50	25-26 Winter MSO Payment
3/17/2026	Wellness For Living	\$	525.00	Shamrock Cookie Decorating & Lep Traps

**MARCH 2026 PETTY CASH TOTAL**

**\$ 5,736.89**

**Independent School District No. 129  
TREASURER'S REPORT TO THE SCHOOL BOARD**

Date of Report: April 2026

For the Month of: March 2026

Funds	Balance Beginning of Month	Receipts	Disbursements	Accounting/P rior Year Adjustments	Balance End of Month
General	992,086.62	4,871,397.12	4,439,104.31		1,424,379.43
Food Service	656,690.97	259,197.96	171,162.28		744,726.65
Community Service	-508,541.81	158,413.67	162,103.94		-512,232.08
Capital Outlay	-540,415.67	302.58	33,307.44		-573,420.53
Building Construction	439,718.76	1,868.79	7,140.00		434,447.55
Debt Service	451,908.01	0.00	5,250.00		446,658.01
Flex Benefit	8,467.09	6,991.44	7,775.70		7,682.83
Student Activities	340,657.27	58,908.26	8,770.59		390,794.94
MRVED	2,416,007.09	65,437.46	219,817.74		2,261,626.81
<b>TOTALS</b>	<b>4,256,578.33</b>	<b>5,422,517.28</b>	<b>5,054,432.00</b>	<b>0.00</b>	<b>4,624,663.61</b>

**RECONCILEMENT OF TREASURER'S BALANCE WITH BANK STATEMENTS**

Bank	Bank Balance	Outstanding Checks	Outstanding Deposits	Other Reconciling Items	Balance Per Treasurer's Books
<b>Checking</b>					
Old National Bank	\$179,690.45	\$99,997.79	\$500.05	-\$31,133.23	\$ 49,059.48
MinnWest Bank	\$25,154.77			-\$21,824.16	\$ 3,330.61
Flex Account	\$14,423.70	\$6,740.87			\$ 7,682.83
HS Checking - MW	\$2,942.31	\$31.18			\$ 2,911.13
<b>Trust Accounts</b>					
			<b>Interest Rate</b>		
PMA MN Trust			3.59%		\$ 1,818,723.78
PMA - 2025A			3.59%		\$ 614,150.46
Liquid Asset Fund			3.51% & 3.61%		\$ 321,289.68
<b>Investments</b>					
		<b>Maturity Date</b>			
Co-op Credit Union					\$ 330.73
Old National Bank- Scholarship		6/11/2026	4.26%		\$ 146,345.83
MN Trust Full Flex (TFed CU), IL		4/30/2026	3.63%		\$ 258,889.05
First National Bank of McGregor, TX		7/21/2026	4.75%		\$ 227,900.00
ServisFirst Bank, FL		7/21/2026	4.98%		\$ 226,950.00
First Internet Bank of Indiana, IN		7/27/2026	4.47%		\$ 229,700.00
Consumers Credit Union, IL		8/28/2026	4.08%		\$ 240,100.00
American Commercial Bank & Trust		1/25/2027	3.96%		\$ 236,700.00
Solera National Bank, CO		1/25/2027	3.69%		\$ 240,600.00
Investors Choice			0.01%		\$ 0.03
<b>Treasurer's Balance Per Books</b>					<b>\$4,624,663.61</b>

PERIOD ENDING MARCH 31,2026

MONTEVIDEO PUBLIC SCHOOLS

2025-2026 BUDGET COMPARISON REPORT

REVENUES	25-26 BUDGET	25-26 YTD RECEIVED	% RECEIVED	24-25 BUDGET	24-25 YTD RECEIVED	% RECEIVED
General Fund-01	\$22,086,768.00	\$14,671,032.83	66.42%	\$21,343,502.00	\$13,837,724.65	64.83%
Food Service Fund-02	\$1,459,700.00	\$824,578.80	56.49%	\$1,499,800.00	\$786,282.53	52.43%
Community Education Fund-04	\$1,692,466.00	\$1,077,744.15	63.68%	\$1,655,107.00	\$1,165,580.15	70.42%
Capital Outlay-05	\$1,071,069.00	\$428,644.00	40.02%	\$1,077,122.00	\$534,333.00	49.61%
Building Construction-06	\$0.00	\$42,952.69	0.00%	\$0.00	\$0.00	0.00%
Debt Redemption Fund-07	\$1,336,387.00	\$1,663,603.99	124.49%	\$1,203,215.00	\$1,132,894.90	94.16%
Student Activities - 50	\$386,400.00	\$223,828.22	57.93%	\$386,400.00	\$230,359.07	59.62%
<b>TOTAL OF ALL FUNDS</b>	<b>\$28,032,790.00</b>	<b>\$18,932,384.68</b>	<b>67.54%</b>	<b>\$27,165,146.00</b>	<b>\$17,687,174.30</b>	<b>65.11%</b>
<b>***Less FUND 06</b>	<b>\$28,032,790.00</b>	<b>\$18,889,431.99</b>	<b>67.38%</b>	<b>\$27,165,146.00</b>	<b>\$17,687,174.30</b>	<b>65.11%</b>

EXPENDITURES	25-26 BUDGET	25-26 YTD EXPENDED	% EXPENDED	24-25 BUDGET	24-25 YTD EXPENDED	% EXPENDED
General Fund-01	\$22,080,610.00	\$14,247,610.27	64.53%	\$20,952,902.00	\$12,980,568.58	61.95%
Food Service Fund-02	\$1,557,586.00	\$906,113.37	58.17%	\$1,509,621.00	\$886,421.40	58.72%
Community Education Fund-04	\$1,623,225.00	\$1,173,520.98	72.30%	\$1,592,279.00	\$1,163,507.00	73.07%
Capital Outlay-05	\$1,341,873.00	\$754,175.77	56.20%	\$1,942,848.00	\$1,793,912.50	92.33%
Building Construction-06	\$0.00	\$2,938,441.58	0.00%	\$0.00	\$0.00	0.00%
Debt Redemption Fund-07	\$1,228,638.00	\$1,162,438.89	94.61%	\$1,118,250.00	\$1,095,537.50	97.97%
Student Activities - 50	\$366,800.00	\$87,980.65	23.99%	\$366,800.00	\$94,139.26	25.67%
<b>TOTAL OF ALL FUNDS</b>	<b>\$28,198,732.00</b>	<b>\$21,270,281.51</b>	<b>75.43%</b>	<b>\$27,482,700.00</b>	<b>\$18,014,086.24</b>	<b>65.55%</b>
<b>***Less FUND 06</b>	<b>\$28,198,732.00</b>	<b>\$18,331,839.93</b>	<b>65.01%</b>	<b>\$27,482,700.00</b>	<b>\$18,014,086.24</b>	<b>65.55%</b>

## April School Board Report

### Lunch

I wanted to follow up with how lunch has been going because I talked about it several times at the beginning of the year. Lunch seems to have continuous improvements, and the students haven't had any complaints for me. Ale Carte is now open, there are now 6 options daily, and a very impressive fresh salad bar.

### Microwave

The microwave will be added to the lunchroom starting on Friday, April 10th. I will be cleaning it once per week instead of placing a task on someone else. There is a set of (common sense) rules placed near it. I will update you on how this is going next meeting!

### New Hall Passes

Mrs. Maether will be talking about these new passes, but I wanted to give a perspective from a student standpoint and from thoughts I've heard from other students. I understand the importance of them when students need to be tracked or are misbehaving, however, they have been frustrating in some instances. Here are two scenarios that I have experienced that add some frustration to the system.

Scenario 1 - Student asks the teacher in the hallway to go to the bathroom before class, but the student will be a minute late due to lines and realistic time frame of passing time. Instead of teacher saying yes and student being slightly late to class, teacher will have to leave their hallway conversation, approve a pass for the student, and then the student will be even more late to class.

Scenario 2 - Students take a test in class. The teacher sits up front monitoring. When done with tests, student asks to go to the bathroom, but teacher doesn't want to interrupt their task to allow that. Opportunities where the student isn't doing anything (like after taking a test) are great times to go to the bathroom or other classes, however, to be able to take time away from the teacher's task.

I understand that there will be frustrations on both ends, and I am hoping with practice these will mitigate!

Thank you!

Emmary Birhanzl

School Board Student Representative

# April Board Updates

## Hawks Nest: Kelly Snell

### Community Education Director - Kelly Snell

Summer planning is well underway with the offering brochure at the print shop. The hope is for registration to be open early in May for customers. Rec and Aquatics and Enrichment planning for summer looks to be engaging with many opportunities for both youth and adults. A new registration platform will begin to be utilized this brochure cycle. The new platform will also be utilized to manage our facility usage and rental calendar. With the new system, all requests will soon be made electronically. There will be more to come on this in the near future.

To support summer programming we are hiring youth ball coaches, WSI certified swim instructors and school age childcare workers.

Little and Junior Thunder Hawk Care staff recently received CPR and First Aid training after care hours to meet the licensing requirements of our facility. The training was open to the public as well, with 20+ people in attendance. We continue to have an opening in our infant room and are running on shortened hours and under capacity due to this staffing shortage. (7AM - 5 PM instead of 5:45 AM - 5:45 PM, 8 infants instead of 12 infants.)

Small World Preschool staff will be attending the MNAFEE conference this month for their annual professional development conference. Minnesota Association for Family and Early Education is a non-profit organization dedicated to advocating for, and promoting, parent education, Early Childhood Family Education (ECFE), and early childhood programming within public schools in Minnesota.

Katy Smith will be at the Hawks Nest on Thursday, April 9 to observe our ECFEMulti-Age Magic class. Katy is a respected Minnesota-based licensed parent educator and the first early childhood educator to receive the Minnesota Teacher of the Year award in 2011. With more than 30 years of experience supporting families through ECFE in Winona, MN she is widely recognized for her work in child development, parent coaching, and her advocacy for play-based learning. Katy often reminds families that “when parents do well, children do well,” emphasizing the importance of strong family foundations through education. Katy is a rockstar in the early childhood world and it is truly an honor to have her visit our programs.

# MES: Heidi Sachariason

## MES FAMILY ENGAGEMENT

### MES Hawk News

MES provides families with weekly newsletters. This is a strategy we use at the elementary level to keep families informed. Below are the newsletters we have had for families so far this year. Staff also receive a newsletter each week.

- [March 6th MES News for Families](#)
- [March 13th MES News for Families](#)
- [March 20th MES News for Families](#)
- [March 27th MES News for Families](#)
- [April 3rd MES News for Families](#)

## STUDENT ACHIEVMENT

### Universal Screener

MES uses universal screeners three times per year, in the fall, winter, and spring, to directly inform and influence classroom instruction. Students in grades K-2 are assessed using FastBridge, and students in grades 3-4 use the STAR assessment.

The benchmarking dates for the 2025-26 school year are:

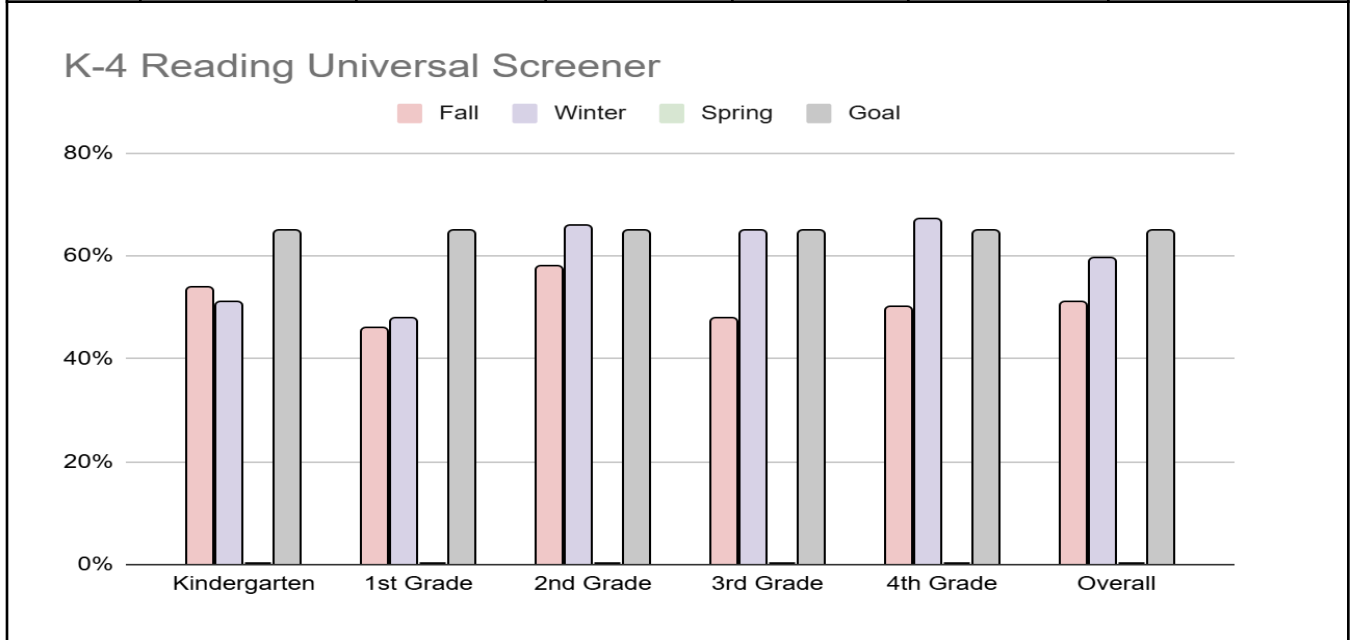
- **Fall:** September 22–September 25, 2025
- **Winter:** January 12–January 16
- **Spring:** May 4–May 8, 2026

Our elementary-level goals align with our strategic plan targets:

- **Reading:** 65% of students in grades K-8 are targeted to be at or above grade level, based on the Spring FastBridge/STAR assessments, by June 2026.
- **Math:** 73% of students in grades K-8 are targeted to be at or above grade level, according to Spring FastBridge/STAR assessments, by June 2026.

Overall reading achievement for grades K-4 is currently on track to meet the 65% goal. Fall data indicated that 51% of students were reading at or above grade level, which increased to 60% following the winter assessment. We anticipate that 65% or more of our students will be reading at or above grade level by the final spring testing date.

Reading FastBridge and STAR Assessment K-4						
	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Overall
Fall	54%	46%	58%	48%	50%	51%
Winter	51%	48%	66%	65%	67%	60%
Spring						
Goal	65%	65%	65%	65%	65%	65%

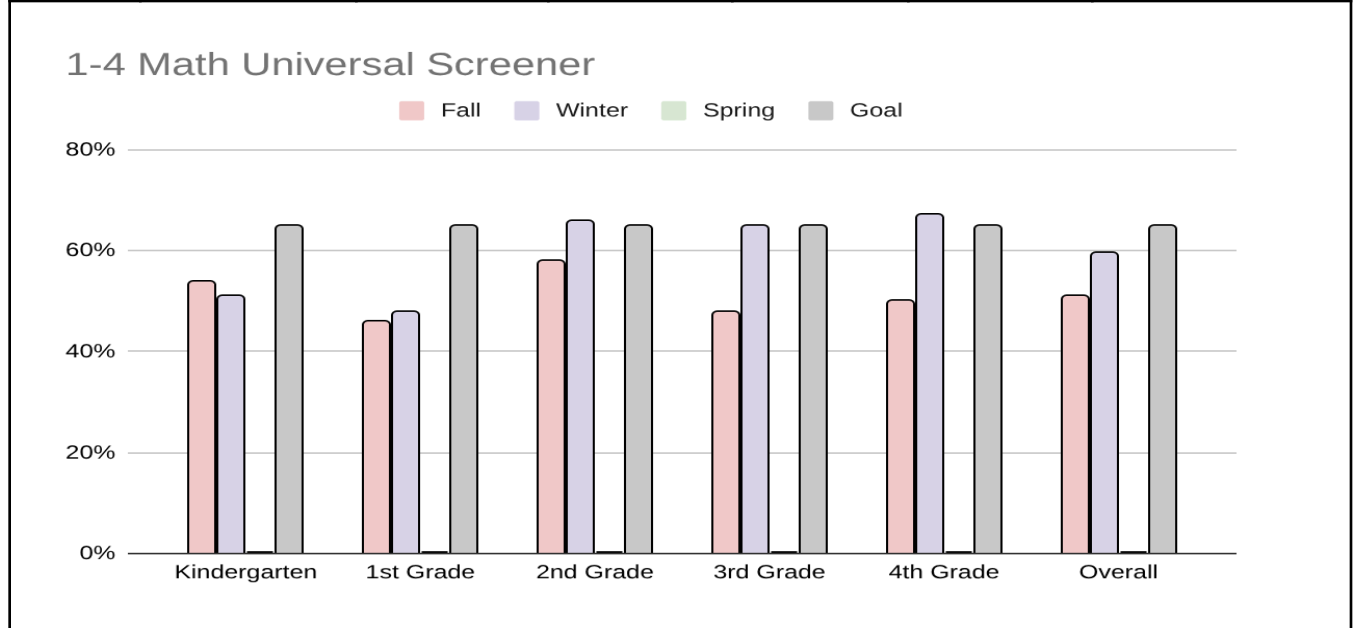


Montevideo Elementary School (MES) is making progress towards its math achievement goal of 73% of students in grades 1-4 achieving at or above grade level by the final spring assessment. Fall data showed 50% of students met this benchmark, which improved to 56% following the winter assessment. We still need to show 17% growth by spring which will be a stretch.

In terms of future planning, we must start the process of replacing our Tier I math curriculum. This is necessary because new state math standards are scheduled to be assessed beginning in the 2027-2028 school year.

Math FastBridge Assessment K-4						
	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Overall
Fall		36%	47%	49%	54%	50%

Winter		47%	49%	61%	57%	56%
Spring						
Goal		73%	73%	73%	73%	73%



## MMS: Shawn Huntley

Insert Update Here

## MHS: Tanya Maethner

As we near the end of the 2025-26 school year, we are BUSY at the High School! We recently celebrated our National Honor Society Induction ceremony, an evening that showcased the heart of our school. Student inductees were honored for their excellence in scholarship, leadership, character, and service. In a meaningful tradition, senior NHS members took the opportunity to publicly honor teachers and coaches who have made a lasting impact on their lives. It was a powerful reminder of the mentorship happening daily in our halls.

Our staff utilized our April 2 Staff Development day to sharpen our instructional focus and streamline operations: Teachers worked on the prioritization of standards to ensure our curriculum remains rigorous and relevant and discerned Hawk Pride ratings to assess our students' behaviors in the areas of **Have Respect**, **Act Responsibly**, **Work Hard**, and **Keep Safe**. This will allow schedules for next year to be built with student needs in mind. Staff also practiced with the Go Guardian Hall Pass system, which is currently being piloted. Students and staff can

initiate student passes. We are able to see who has active passes at any given moment and can access reports that show patterns and preventable issues, such as students meeting up to waste time out of class. We also explored Gems in Google Gemini, learning how to leverage AI to efficiently build classroom slideshows and instructional materials. As the power of AI grows and changes the landscape of education, we need staff to be trained and ready to assist students in when AI should and should not be used for assignments.

The end of the year also means we are actively working to fill several positions for the 2026-27 year. Interviews have been conducted for the HS Library Media Assistant. At the time of this school board meeting, Band candidate interviews are currently in progress. We will interview for a Special Education position in the upcoming weeks. Finally, applications are open to the Junior Class to apply to be the Student Representative to the School Board. We aim to present the final candidate for Board approval at the May meeting.

Looking ahead, we will be hosting a guest speaker, Kyle Quilausing on April 16 for students from Montevideo and MACCRAY High Schools and the ALC at 9:30am in the MHS Gym. There will be a free community event in the MHS Gym at 6:30pm that evening. This is sponsored by Chippewa County Family Services and funded through an Opioid Settlement Grant awarded by the Community Response to Opioids Program (CROP) Taskforce.

On April 21, we are piloting a way to accommodate testing requirements, offer our students a way to learn about community service, and honor our seniors. With all of this in mind, we will monitor this structure to see if it is something that we will continue in the future. Each grade level will be expected to attend school that day. Seniors are planning Senior Sizzle, a day filled with both fun and the imparting of information regarding their final month of high school, the majority of the Juniors will take the ACT, Sophomores will take the Reading MCA, and our Freshmen will provide service to the community. We are looking for volunteers to assist with the supervision of our Freshmen as they scrape, clean, and paint local fire hydrants. Please let me know if you are available to join us for this service project!

Finally, I would like to invite Board members to join us for our milestone celebrations in May:

<b>Event</b>	<b>Date</b>	<b>Time</b>	<b>Location</b>
<b>Scholarship Awards</b>	Wed, May 6	7:00 PM	HS Gym
<b>Baccalaureate</b>	Wed, May 13	7:00 PM	HS Gym

<b>Commencement</b>	Fri, May 22	6:00 PM	HS Gym
<b>Final Day Activities</b>	Thurs, May 28	Lunchtime	HS Campus

## Activities: Micheal Trewick

**Hall of Fame:** We have put a nomination form on our athletic website and also have included a list of current Hall of Famers. We are hoping to have a good list of names to start our nomination process with by April 1st. Our committee then will start putting together a list of candidates that will be voted on for induction. The plan is to have a ceremony on Homecoming weekend 2026.

**Spring Musical:** Has started practices at the Hollywood heading toward their performances on 4/17 and 4/18.

**Knowledge Bowl:** One of our teams qualified for the State Knowledge competition next week at Cragun’s in Brainerd. Congrats to Shawn Acker and his team!

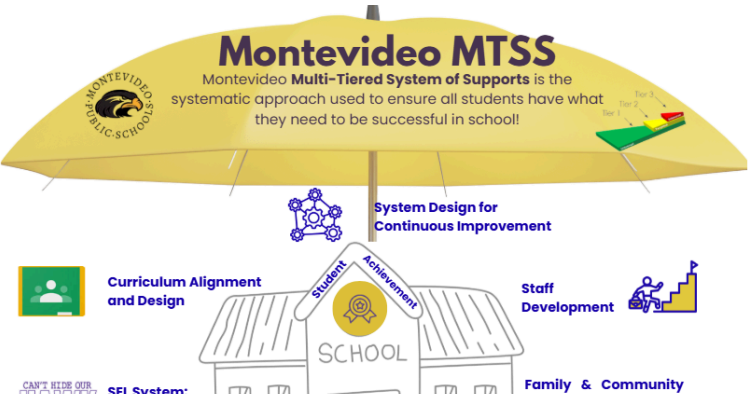
**Winter Sports:** All our winter activities have now wrapped up with several having very successful seasons. Boy’s Basketball went 26-3 losing in the sub-section Championship. Dance won the conference in both High Kick and Jazz. They also qualified for the state tournament in High Kick. Boys swim qualified several athletes and individuals for the state swim meet with the following results: Medley Relay finished 10th, 200 Free Relay finished 10th, Nolan Christopher: 200 Free 5th (All State Podium and School Record) 100 Free 13th, Hayden Blom: 50 Free 8th (All State Podium), Haaken Weckworth: Qualified in the 100 Fly. Thank you coaches and participants for all the hard work and time you put into Montevideo Activities.

**Spring Sports:** Tennis is the only Spring Sport to compete up until this point going 0-2 at the St Peter Triangular. Track has both a JV/C and Varsity home meets this coming week. Baseball and Softball have both had games postponed and hope to get on the field later this week. Hopefully the weather turns and we can get going with what looks to be an exciting spring.

## MTSS: Heidi Huseby

Dear School Board Members!

A couple updates for this month!



## **Curriculum Alignment and Design:**

### **Tier 1 Standard Alignment:**

We are on track! Montevideo Prek–12th grade Teachers finished up with the District's 25–26 professional goal earlier this month.

This is exciting, this sets the stage for next year's work to begin. Now that teachers have a horizontal agreement of curriculum, the next step will be for teachers to expand beyond their grade level and bridge gaps and strengthen Montevideo's Tier 1 Curriculum.



**SEL System:**

**HAWK Pride**

Last year, 2024–2025, each building updated our HAWK Pride Tier 1 expectations per learning level: Hawk's Nest, Montevideo Elementary, Montevideo Middle School, Montevideo High School. This year, teachers and students taught and referred to Hawk (**H**ave Respect, **A**ct Responsibly, **W**ork Hard, **K**eep Safe) expectations regularly.

Tier 1: To implement a Tier 1 screener on behavior, teachers were able to rate students a HAWK Rubric, during the staff development day on April 2nd. This information will be used by building and grade level teams to put in behavior support for students.

# 2025-26 WINTER ACTIVITY HONORS AND AWARDS

## **WRESTLING**

### Monte State Individual Participants

Ben Gunlogson - 3rd

### Monte State Team Participants

## **GIRLS BASKETBALL**

### All Conference

Megan Koosmann

### All Conference Honorable Mention

Jillian Magnuson

### All-State Academic

## **BOYS SWIMMING & DIVING**

### State Participants

Nolan Christopher

Hayden Blom

Haaken Weckwerth

Cody Westby

### All Conference

Nolan Christopher

Mason Johnson

Patrick Baukol

Hayden Blom

Haaken Weckwerth

Cody Westby

Quinn Poppe

### All Conference Honorable Mention

Ethan Jakobs

Brayden Johson

Mason Johnson

Patrick Baukol

Haaken Weckwerth

Brandon Landmark

Cody Westby

## **BOYS BASKETBALL**

### All Conference

Brody Dack  
Jackson Koenen  
Griffin Epema

### All Conference Honorable Mention

Caleb Koenen

### West Central Conference MVP

Griffin Epema

### MN BB Coaches Association

### State Academic Team Champions

\*Team\* 3rd year in a row  
Average team GPA 3.82

## **DANCE**

### State Participants

Gabby Augeson  
Emmary Birhanzl  
Peyton Dack  
Kylieann Johnson  
Emma Schwendemann  
Anika Arends  
Kamry Banken  
Madisyn Brady  
Lauren Dove  
Gracyn Reiffenberger  
Hope Ripley  
Cypress Cadwell  
Roxy Dahl  
Ashleigh Roelike  
Daisy Sachariason

Reagan Terning  
Nina Brown  
Nora Mages  
London Strand

### All Conference Individual Kick

Gabby Augeson  
Emmary Birhanzl  
Peyton Dack  
Kylieann Johnson  
Emma Schwendemann

### All Conference Individual Jazz

Anika Arends  
Madisyn Brady  
Gracyn Reiffenberger

### Conference Individual Honorable Mention Kick

Hope Ripley

### Conference Individual Honorable Mention Jazz

Lauren Dove

### All-State Dance Team

Emmary Birhanzl  
Anika Arends  
Roxy Dahl

## **ALL-STATE BAND**

## **ALL-STATE CHOIR**

**Health Insurance** – Carrier change to UnitedHealthcare

The rates for our health insurance premiums will have overall **DECREASE** of **13.3%**. Following is a breakdown:

	<b><u>\$500 CMM</u></b>	<b><u>1700/3400*</u></b> <b><u>HSA Compatible</u></b>	<b><u>2400/4800</u></b> <b><u>HSA Compatible</u></b>	<b><u>Minimum Value</u></b> <b><u>Plan</u></b> <b><u>HSA Compatible</u></b>
<b>Renewal Rates (2026-2027)</b>	Single: \$1,338.00 Family: \$3,603.00	Single: \$1,236.00 Family: \$3,328.00	Single: \$1,107.00 Family: \$2,981.00	Single: \$858.00 Family: \$2,311.00
<b>Current Rates (2025-2026)</b>	Single: \$1,565.00 Family: \$4,214.00	Single: \$1,404.00 Family: \$3,781.00	Single: \$1,288.00 Family: \$3,468.00	Single: \$988.00 Family: \$2,660.00

\*This plan was indexed to \$1,700/\$3,400 to meet IRS HSA HDHP (high deductible health plan) Rules\*

**Dental Insurance** – Carrier change to Delta Dental

The rates for our dental insurance premiums will have overall **INCREASE** of **8.9%**. Following is a breakdown:

	<b><u>Employee</u></b>	<b><u>Employee + Spouse</u></b>	<b><u>Employee + Child(ren)</u></b>	<b><u>Family</u></b>
<b>Renewal Rates (2026-2027)</b>	\$45.00	\$83.00	\$103.00	\$159.00
<b>Current Rates (2025-2026)</b>	\$40.22	\$76.11	\$94.68	\$147.06

**Vision Insurance** – VSP Vision

The rates for our vision insurance premiums will have overall **DECREASE** of **1.4%**. Following is a breakdown:

	<b><u>Employee</u></b>	<b><u>Employee + 1 Dependent</u></b>	<b><u>Family</u></b>
<b>Renewal Rates (2026-2027)</b>	\$8.50	\$12.50	\$22.50
<b>Current Rates (2025-2026)</b>	\$8.71	\$12.63	\$22.66

## **Memorial Policy**

### **Policy #536**

#### **I. Purpose**

Montevideo Public Schools recognizes that the death of a student, staff member, alumnus, or community member is a profound loss. The District extends deep sympathy to grieving families and friends and is committed to responding with compassion, dignity, and respect.

At the same time, the District is entrusted with the long-term stewardship of school buildings and grounds for present and future generations. This policy establishes a clear, consistent, and caring framework for memorial requests so that decisions are made thoughtfully, equitably, and in a manner that preserves the integrity, safety, and flexibility of school district property.

#### **II. Guiding Principles**

1. **Compassion First** – The District acknowledges grief and will respond with empathy and care.
2. **Educational Mission** – School property exists primarily to serve educational purposes.
3. **Equity and Consistency** – All memorial requests will be handled under the same standards to avoid inequity or favoritism.
4. **Future Stewardship** – Permanent installations may limit future construction, renovation, safety planning, or land use decisions.
5. **Non-Permanence** – No memorial installed on District property shall be everlasting.

#### **III. Temporary Spontaneous Memorials**

In the immediate aftermath of a loss, students and community members may create spontaneous memorials (flowers, cards, photos, small items).

- Such items may remain in place for up to fifteen (15) days.
- Items must not obstruct entrances, sidewalks, traffic flow, or create safety hazards.
- After fifteen (15) school days, all items will be removed by the District.
- Prior notice of removal of items is not required.

#### IV. Permanent Memorials Prohibited

The District shall not approve permanent or perpetual memorials on school property, including but not limited to:

- Memorial benches
- Memorial crosses or religious symbols
- Memorial trees intended as permanent dedications
- Plaques affixed to buildings or grounds
- Named gardens or landscaped areas
- Statues or other fixed installations

This prohibition ensures the District retains flexibility for future construction projects such as parking lots, building additions, safety improvements, or site redesign. It also prevents future emotional hardship associated with relocating or removing permanent memorials.

#### V. Limited-Term Memorial Installations

Under limited circumstances, the school board may approve a temporary memorial installation subject to the following conditions:

##### 1. Time Limit

Maximum term: Seven (7) years.

The removal date will be established at the time of approval.

At the conclusion of the term, the memorial will be removed by the District without further notice.

##### 2. Location

Placement must not interfere with current or future construction, utilities, traffic flow, supervision, or safety plans.

Final location is determined solely by the District.

##### 3. Design and Durability

Must meet District standards for safety and maintenance.

Must be modest in size and appearance.

Must not include political messaging or controversial content.

#### 4. Funding

The District will not allocate public funds for memorial installations.

All costs, including design, materials, installation, maintenance, and removal, must be paid in full in advance.

#### 5. Removal

Removal will occur at the end of the approved term.

Notification is not required at the time of removal.

The District is not responsible for damage due to weather, vandalism, or natural deterioration.

#### VI. Preferred Forms of Remembrance

To balance compassion with stewardship, the District encourages alternatives that do not involve physical installations on school grounds, such as:

- Scholarships administered by an independent community foundation.
- Donations to existing student support programs.
- Contributions to academic, arts, or athletic initiatives.
- A moment of silence or commemorative event.

All requests must be submitted in writing and include:

- Proposed design
- Proposed location
- Funding plan
- Agreement to all terms of this policy

Approval of any temporary memorial shall not establish precedent. Each request is considered individually within the boundaries of this policy.

Montevideo Public Schools is not indifferent to loss. The boundaries established in this policy are not a reflection of the value of any life, but rather a recognition that:

- Schools must remain places of learning and growth.
- Facilities, including buildings and grounds must possess the ability to adapt to future needs.
- The District must avoid circumstances where current or future school leaders are forced to remove permanent memorials under emotionally difficult conditions.

## **709 STUDENT TRANSPORTATION SAFETY POLICY**

### **I. PURPOSE**

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

### **II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING**

#### **A. School Bus Safety Week**

The school may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

#### **B. Student Training**

1. The school shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:
  - a. transportation by school bus is a privilege, not a right;
  - b. school policies for student conduct and school bus safety;
  - c. appropriate conduct while on the bus;
  - d. the danger zones surrounding a school bus;
  - e. procedures for safely boarding and leaving a school bus;
  - f. procedures for safe vehicle lane crossing; and
  - g. school bus evacuation and other emergency procedures.
2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous schools shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.
3. The school with students transported by a school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes section 169.446, subdivision 2.
5. The school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
6. The school will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school may provide kindergarten students with school bus safety training before the first day of school.
8. The school may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.
9. The school shall adopt and make available for public review a curriculum for transportation safety education.

### **III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR**

- A. Riding the school bus is a privilege, not a right. The school's general student behavior rules are in effect for all students on school buses.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school's transportation safety director. Serious misconduct may be reported to local law enforcement.
  1. School Bus and Bus Stop Rules. The school bus safety rules are to be posted on every bus. If these rules are broken, the school's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school's Transportation Office/School Office.
  2. Rules at the Bus Stop
    - a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.
    - b. Respect the property of others while waiting at your bus stop.
    - c. Keep your arms, legs, and belongings to yourself.
    - d. Use appropriate language.
    - e. Stay away from the street, road, or highway when waiting for the bus.

- f. Wait until the bus stops before approaching the bus.
- g. After getting off the bus, move away from the bus.
- h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- i. No fighting, harassment, intimidation, or horseplay.
- j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body inside the bus.
- e. Keep your arms, legs, and belongings to yourself.
- f. No fighting, harassment, intimidation, or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco, or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the school bus.

4. Consequences

- a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with co-curricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school. Parents or guardians will be notified of any suspension of bus privileges.

(1) Elementary (K-6)

1st offense – warning

2nd offense – 1 school-day suspension from riding the bus

3rd offense – 5 school-day suspension from riding the bus

4th offense – Suspension from riding the bus for the remainder of the semester.

Further offenses – individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.

(2) Secondary (7-12)

1st offense – warning

2nd offense – 5 school-day suspension from riding the bus

3rd offense – Suspended from riding the bus for the remainder of the school year

- (3) Other Discipline  
Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.
- (4) Records  
Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school to local law enforcement and the Department of Public Safety in accordance with state and federal law.
- (5) Vandalism/Bus Damage  
Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.
- (6) Notice  
School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.
- (7) Criminal Conduct  
In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school personnel and local law enforcement officials will be informed.

#### **IV. PARENT AND GUARDIAN INVOLVEMENT**

- A. Parent and Guardian Notification  
The school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety  
Parents/Guardians are responsible to:

1. Become familiar with school rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop 5 minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

**V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES**

- A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.
- B. The school shall conduct mandatory drug and alcohol testing of all school bus drivers and bus driver applicants in accordance with state and federal law and school policy.
- C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:
1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
  2. reckless driving;
  3. improper or erratic traffic lane changes;
  4. following the vehicle ahead too closely;
  5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
  6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;

7. driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;
  8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and
  9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.
- D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.
- E. A school bus driver, with the exception of a driver operating a type A-I school bus, who has a Minnesota commercial driver's license suspended, revoked, or canceled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.
- F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

## **VI. SCHOOL BUS DRIVER TRAINING**

- A. Training
1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from

the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school shall retain on file an annual individual school bus driver “evaluation certification” form for each school driver as contained in the Model School Bus Driver Training Manual.

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school or the entity from whom such services are contracted by the school.

**B. Evaluation**

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual “school bus driver evaluation form” (road test evaluation) as contained in the Model School Bus Driver Training Manual.

**VII. OPERATING RULES AND PROCEDURES**

**A. General Operating Rules**

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.
2. Only students assigned to the school bus by the school shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate, pursuant to school policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

***[Note: A school is not required to comply with Section VII.A.5. if the school board determines that alternative locations block traffic, impair student safety, or are not cost effective.]***

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, “school bus” has the meaning given in Minnesota Statutes section 169.011, subdivision 71. In addition, “school bus” also includes type III vehicles when driven by employees or agents of the school. “Cellular phone” means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer’s rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. A type III vehicle cannot be older than 12 years old unless excepted by state and federal law.

5. If a type III vehicle is school owned, the school name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words “school bus” in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A “type III vehicle” must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
  - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver’s compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
  - b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver’s compartment and must be marked to indicate their identity and location.
  - c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the school. The school has no system of inspection for private vehicles.
12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
  - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school.
  - b. The operator's employer, which may include the school, has adopted and implemented a policy that provides for annual training and certification of the operator in:
    - (1) safe operation of a type III vehicle;
    - (2) understanding student behavior, including issues relating to students with disabilities;
    - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
    - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
    - (5) handling emergency situations;
    - (6) proper use of seat belts and child safety restraints;
    - (7) performance of pre-trip vehicle inspections;

- (8) safe loading and unloading of students, including, but not limited to:
  - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
  - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
  - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
  - (d) placing the type III vehicle in “park” during loading and unloading;
  - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
- (9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.

- c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes section 122A.18, Subd. 8, or Minnesota Statutes section 123B.03 for school employees; Minnesota Statutes section 144.057 or Minnesota Statutes chapter 245C for day care employees; or Minnesota Statutes section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.
- d. Operators shall submit to a physical examination as required by Minnesota Statutes section 171.321, subdivision 2.

- e. The operator's employer requires pre-employment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.
- f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes section 171.321, subdivision 5.
- g. A person who sustains a conviction, as defined under Minnesota Statutes section 609.02, of violating Minnesota Statutes section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.
- h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes section 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
- i. A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of a moving offense in violation of Minn. Stat. Ch. 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.
- j. Students riding the type III vehicle must have training required under Minnesota Statutes section 123B.90, subdivision 2 (See Section II.B., above).
- k. Documentation of meeting the requirements listed in this section must be maintained under a separate file at the business location for each type III vehicle operator. The school or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes section 169.451.
3. An employee of the school who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I “Activity” Buses Driven by Employees with a Driver’s License Without a School Bus Endorsement

1. The holder of a Class D driver’s license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:
  - a. The operator is an employee of the school or an independent contractor with whom the school contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
  - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
  - c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.
  - d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes section 171.321, subdivision 2.
  - e. The operator has a valid driver’s license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes section 171.02, subdivision 2a(h) - 2a(j).
  - f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration’s “Guideline for the Safe Transportation of Preschool Age Children in School Buses,” if child safety restraints are used by passengers, in addition to the training required in Section VI., above.
  - g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.

2. The school shall maintain annual certification of the requirements listed in this section for each Class D license operator.
3. A school bus operated under this section must bear a current certificate of inspection.
4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

## **VIII. SCHOOL EMERGENCY PROCEDURES**

- A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).
- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within 1 month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:
  1. the student's name and address;
  2. the nature of the student's disabilities;
  3. emergency health care information; and
  4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

## **IX. SCHOOL VEHICLE MAINTENANCE STANDARDS**

- A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school.
- B. All school vehicles shall be state inspected in accordance with legal requirements.

- C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

## **X. SCHOOL TRANSPORTATION SAFETY DIRECTOR**

The school board has designated an individual to serve as the school's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required by Minnesota Statutes section 171.321, subdivision 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school executive director or the executive director of the school where nonpublic students are transported, the school transportation safety director also shall certify to the executive director that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

## **XI. STUDENT TRANSPORTATION SAFETY COMMITTEE**

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school staff, and representatives from other units of local government.

***Legal References:***

Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)  
Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)  
Minn. Stat. § 123B.03 (Background Check)  
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)  
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)  
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)  
Minn. Stat. § 123B.90 (School Bus Safety Training)  
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)  
Minn. Stat. § 124E.03 (Applicable Law)  
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)  
Minn. Stat. Ch. 169 (Traffic Regulations)  
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)  
Minn. Stat. § 169.02 (Scope)  
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)  
Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)  
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)  
Minn. Stat. § 169.454 (Type III Vehicle Standards)  
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)  
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)  
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)  
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)  
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)  
Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)  
Minn. Stat. § 171.169 (Commercial License Suspension)  
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)  
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)  
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)  
Minn. Stat. Ch. 245C (Human Services Background Studies)  
Minn. Stat. § 609.02 (Definitions)  
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)  
49 C.F.R. Part 383 (Commercial Driver's License Standards; Requirements and Penalties)  
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)  
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)

49 C.F.R. § 383.5 (Transportation Definitions)  
49 C.F.R. § 383.51 (Disqualification of Drivers)

***Cross References:***

MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil  
Records)  
MSBA/MASA Model Policy 707 (Transportation of School  
Students)  
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

## **721 PROCUREMENT POLICY**

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

### **I. PURPOSE**

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

### **II. DEFINITIONS**

- A. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations, section 200.431 (Compensation - Fringe Benefits).
- B. "Competitive procurement process" means a process for procurement by sealed bids or by proposals under Minnesota Statutes, section 471.345.
- C. "Contract" means a legal instrument by which the school district purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations, Part 200, does not include a legal instrument, even if the school district considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- D. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- E. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the school district for financial statement purposes, or \$10,000.
- F. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. below:
  - 1.
    - a. The federal financial assistance that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101; or

- b. The cost-reimbursement contract under the federal Acquisition Regulations that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101.
  - 2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definition of *Federal financial assistance* in 2 Code of Federal Regulations 200.1, or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
  - 3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.
- G. "Grants" includes
- 1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
  - 2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

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

- H. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.
- I. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations, section 200.431(g) for retirees and their spouses, dependents, and survivors.
- J. "Severance pay" is a payment in addition to regular salaries and wages by the school district to workers whose employment is being terminated.
- K. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

### **III. PROCUREMENT METHOD OPTIONS**

A. Procurement by micro-purchase

The acquisition of supplies or services when the aggregate dollar amount of the procurement transaction does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 Code of Federal Regulations, subpart 2.1 or as periodically adjusted for inflation).

**[NOTE: Minnesota school districts may choose to increase their federal micro-purchase threshold to \$25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold. The annual certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following: (1) a qualification as a low-risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations, section 200.520 for the**

**most recent audit; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]**

B. Procurement by small purchase procedures

This procurement method may be used when the value of the procurement transaction does not exceed the federal simplified acquisition threshold and is within the state threshold of \$175,000. If a small purchase procedure is used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the school district may exercise judgment in determining what number is adequate.

**[NOTE: Despite the federal government's increase in the dollar cap for small purchases to \$250,000, Minnesota Statutes, section 471.345 limits the cap for small purchase procedures to \$175,000.]**

C. Procurement by sealed bids (formal advertising)

This procurement method involves a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

D. Procurement by competitive proposals

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

E. Procurement by noncompetitive proposals

This procurement method involves solicitation of a proposal from only one source.

**[NOTE: Article IV. on Conflict of Interest has been moved to Article XI. to create a seamless set of Articles regarding procurement.]**

#### **IV. GENERAL PROCUREMENT STANDARDS**

- A. The school district must use its own documented procurement procedures that reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. Breaking up a procurement into smaller components to avoid the thresholds established in this policy is prohibited.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms are considered.
- H. Thresholds for Employee Purchases

The superintendent and/or **(insert title(s) as appropriate)**, in conjunction with the school board, is responsible for overseeing the procurement process, including establishment of procedures, internal controls, quality assurance, methods of greatest economy, and compliance with all applicable laws. To be valid, all contracts must be approved by the board, except as otherwise provided in this policy.

Individual school district employees may incur expenditures in the following amounts without prior board approval so long as such expenditures are consistent with the school board-approved budget, provided that in all cases the school board retains authority to disapprove any expenditure for any reason at its sole discretion:

- 1. Any school district employee may make a purchase for use in connection with school district operations when the expenditure is less than \$1,000 and is consistent with this policy’s requirements.
- 2. In addition to the foregoing, the following school district employees may execute a purchase or procurement that requires the expenditure of up to the following amounts:
  - a. Superintendent: Up to **(insert dollar amount)**
  - b. **(insert title)**: Up to **(insert dollar amount)**

**[NOTE: The school board has the authority to determine whether to adopt Subparagraph H.2. In addition, the board may determine the employees to be included and the expenditure amounts to be authorized.]**

**V. PROCUREMENT METHODS WHEN USING STATE FUNDS**

The school district must use one of the following methods of procurement when using state funds:

- A. Procurements for \$25,000 or less

If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the school district’s discretion. If the contract is made upon quotation it shall be based, so far as practicable, on at least two (2) quotations which shall be kept on file for a period of at least one (1) year after their receipt.

Alternatively, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Procurements for \$25,000 or less also may be conducted by micro-purchase.

B. Procurements Exceeding \$25,000 but not \$175,000

1. Sealed Bids or Direct Negotiation

If the amount of the contract is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two (2) or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one (1) year after receipt thereof.

2. Best Value Alternative

As an alternative to the procurement method described in Subparagraph B.1 above, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

C. Procurements Exceeding \$175,000

If the amount of the contract is estimated to exceed \$175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing school district contracts.

Procurement by Sealed Bids

Procurement by sealed bids means a process in which bids are publicly solicited and a firm fixed price contract by lump sum or unit price is awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is the lowest in price. If sealed bids are used, the following requirements apply:

1. bids must be solicited from an adequate number of qualified sources, providing bidders sufficient response time prior to the date set for opening bids;
2. the invitation for bids, which includes any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. all bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;
4. a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that the discounts are usually taken advantage of;
5. any or all bids may be rejected if there is a sound documented reason; and
6. in order for a sealed bid to be feasible, the following conditions must be present:

- a. a complete, adequate, and realistic specification or purchase description is available;
- b. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
- c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the price.

D. Procurement by Proposals

"Procurement by proposals" means a process in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

- 1. requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- 2. the school district must have a written method for conducting technical evaluations of the proposals received and for making selections; and
- 3. contracts must be awarded to the responsible offeror whose proposal is most advantageous to the school district, with price and other factors considered.

**VI. PROCUREMENT METHODS WHEN USING FEDERAL FUNDS**

A. Procurement by Competitive Proposals

This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. If this method is used, the following requirements apply:

- 1. Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered;
- 2. Proposals must be solicited from an adequate number of qualified sources;
- 3. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- 4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- 5. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

B. Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals may be used only when one (1) or more of the following circumstances apply:

1. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;
2. The item is available only from a single source;
3. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
4. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
5. After solicitation of a number of sources, competition is determined inadequate.

C. Competition

1. All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of 2 Code of Federal Regulations, sections 200.319 and .320.
  2. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
    - a. are made in accordance with 2 Code of Federal Regulations, section 200.319(b);
    - b. incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
    - c. identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- D. The school district must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the school district must consider objective factors that evaluate price and cost to maximize competition. The school must not preclude potential bidders from qualifying during the solicitation period.
- E. The school district is prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.

- F. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations, section 180.215.

**[NOTE: Thresholds are now set in Article IV.H above.]**

G. Managing Property and Equipment and Safeguarding Assets

1. Property Standards

The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to other property owned by the school district. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

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

2. Managing Equipment

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

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

H. Cybersecurity

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

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

3. other information that the school district considers sensitive and is consistent with applicable federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

**[NOTE: See 2 Code of Federal Regulations, section 200.303, which establishes internal controls that the school district must implement.]**

## **VII. FINANCIAL MANAGEMENT REQUIREMENTS**

### A. Financial Management

The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and tracking expenditures to establish that funds have been used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.

### B. Payment

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

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

### C. Internal Controls

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

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

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

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

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

## **VIII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES**

### A. Allowable Use of Funds

The school district administration and school board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. "Advance payment" means a payment that a federal agency or pass-through entity makes by any appropriate payment mechanism and payment method before the school district disburses the funds for program purposes.
2. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
3. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements).
4. "Omni Circular"(also known as 2 Code of Federal Regulations, part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or the Uniform Grant Guidance means federal cost principles that provide standards for determining whether costs may be charged to federal grants.

C. Allowable Costs

The following items are costs that may be allowable under the 2 Code of Federal Regulations, part 200, subpart E under specific conditions (review the specific part of 2 Code of Federal Regulations 200, subpart E for allowability requirements for the specific cost):

1. Advertising and public relations;
2. Advisory councils;
3. Audit costs and related services;
4. Bonding costs;
5. Compensation - personal services;
6. Compensation – fringe benefits;
7. Conferences;
8. Contingency provisions;
9. Depreciation;
10. Employee health and welfare costs;
11. Equipment and other capital expenditures;

12. Gains and losses on disposition of depreciable assets;
13. Insurance and indemnification;
14. Intellectual property;
15. Maintenance and repair costs;
16. Materials and supplies costs, including costs of computing devices;
17. Memberships, subscriptions, and professional activity costs;
18. Organization costs;
19. Participant costs;
20. Plant and security costs;
21. Pre-award costs;
22. Professional service costs;
23. Proposal costs;
24. Publication and printing costs;
25. Rearrangement and reconversion costs;
26. Recruiting costs;
27. Relocation costs of employees;
28. Rental costs of buildings and equipment;
29. Scholarships, student aid costs, and tuition remission;
30. Specialized service facilities;
31. Taxes;
32. Telecommunication and video surveillance costs;
33. Termination and standard closeout costs;
34. Training and education costs;
35. Transportation costs; and
36. Travel costs.

D. Costs Forbidden by Federal Law

2 Code of Federal Regulations, part 200 and EDGAR identify certain costs that may never be paid with federal funds. The list below provides examples of such costs. If a cost is on this list, it may not be supported with federal funds unless an exception exists (review the specific part of 2 Code of Federal Regulations 200, subpart E for possible exceptions to unallowable costs). The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as

those items detailed in the 2 Code of Federal Regulations, part 200, subpart E; thus, the following list is not exhaustive:

1. Alcoholic beverages;
2. Bad debts;
3. Contingency provisions (with limited exceptions);
4. Contributions and donations
5. Entertainment (with limited exception);
6. Fines, penalties, damages, and other settlements;
7. Fundraising and investment management costs (with limited exceptions);
8. General costs of government (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
9. Goods or services for personal use;
10. Interest (except interest specifically stated in 2 Code of Federal Regulations, section 200.449 as allowable);
11. Lobbying;
12. Losses on other Federal awards or contracts;
13. Selling and marketing;
14. Student activity costs;
15. Religious use;
16. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
17. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
18. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

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

costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes core principles that serve as an important guide for effective grant management. These core principles require all costs to be:

1. Necessary for the proper and efficient performance or administration of the program.
2. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
3. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
4. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
5. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules

The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require school districts to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).
3. Auditors generally presume supplanting has occurred in three (3) situations:
  - a. The school district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.

- b. The school district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
  - c. The school district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

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

I. Training

- 1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
- 2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

J. Employee Sanctions

Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Reduction in Aid

If the school district makes a purchase without a procurement policy adopted by the school board or makes a purchase not in conformity with the school district's procurement policy, the Commissioner may reduce that school district's state aid in an amount equal to the purchase.

L. Property, Financial Investments, and Contracting

The school district is subject to and must comply with Minnesota Statutes, sections 15.054 and 118A.01 to 118A.06 governing government property and financial investments and sections 471.38, 471.391, 471.392, and 471.425 governing municipal contracting.

M. Mandatory Disclosures

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

The disclosure must be made in writing to the DOE, MDE, and the MDE Office of Inspector General (if applicable). School districts are also required to report matters related to school district integrity and performance in accordance with Appendix XII of

2 Code of Federal Regulations, part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

## **IX. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING**

### **A. Compensation – Personal Services**

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

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

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

### **B. Compensation – Fringe Benefits**

#### **1. During leave**

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

- a. They are provided under established written leave policies;
  - b. The costs are equitably allocated to all related activities, including federal awards; and
  - c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.
2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations, section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.
  3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the school district's written policies.
5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established school district written policies.
6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification

Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs

Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;
2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
3. Consistent with the school district's cost accounting practices and school district policy; and
4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Travel Costs

Under 2 Code of Federal Regulations, section 200.475, travel costs include the transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

Travel costs may be charged on an actual cost basis, on a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The method used must be consistent with those normally allowed in like circumstances in the school district's other activities and in accordance with the school district's established written policies.

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

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

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

Temporary dependent care costs above and beyond regular dependent care are allowable provided that these costs are:

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

**[NOTE: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 Code of Federal Regulations, section 200.208 (Specific Conditions).**

**If the DOE or MDE determines that noncompliance cannot be remedied by imposing specific conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: (1) Temporarily withhold payments until the school district takes corrective action;; (2) Disallow (that is, deny both use of funds and any applicable matching credit for) costs for all or part of the activity associated with the noncompliance; (3) Wholly or partly suspend or terminate the federal award; (4) Initiate suspension or debarment proceedings as authorized under 2 Code of Federal Regulations, part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); (5) Withhold further federal awards (new awards or continuation funding) for the project or program; and/or (6) Take other remedies that may be legally available.]**

#### **X. SUBRECIPIENT MONITORING**

**[NOTE: MDE auditors have stated that subrecipient monitoring must be covered in policy.]**

- A. The school district will:
  1. Verify that the subrecipient is not excluded or disqualified in accordance with 2 Code of Federal Regulations, section 180.300. Verification methods are provided in section 180.300, which include confirming in *SAM.gov* that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving federal funds.
  2. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained.
    - a. Required information includes:
      - (1) Federal award identification
        - i. Subrecipient's name (must match the name associated with its unique entity identifier);
        - ii. Subrecipient's unique entity identifier;
        - iii. Federal Award Identification Number (FAIN);
        - iv. Federal Award Date;

- v. Subaward Period of Performance Start and End Date;
  - vi. Subaward Budget Period Start and End Date;
  - vii. Amount of Federal Funds Obligated in the subaward;
  - viii. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;
  - ix. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
  - x. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);
  - xi. Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity;
  - xii. Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement;
  - xiii. Identification of whether the federal award is for research and development; and
  - xiv. Indirect cost rate for the federal award (including if the de minimis rate is used in accordance with 2 Code of Federal Regulations, section 200.414).
- (2) All requirements of the subaward, including requirements imposed by Federal statutes, regulations, and the terms and conditions of the Federal award;
  - (3) Any additional requirements that the pass-through entity imposes on the subrecipient for the pass-through entity to meet its responsibilities under the Federal award. This includes information and certifications (see 2 Code of Federal Regulations, section 200.415) required for submitting financial and performance reports that the pass-through entity must provide to the federal agency;
  - (4) Indirect cost rate:
  - (5) A requirement that the subrecipient permit the pass-through entity and auditors to access the subrecipient's records and financial statements for the pass-through entity to fulfill its monitoring requirements; and
  - (6) Appropriate terms and conditions concerning the closeout of the subaward.
- 3. Evaluate each subrecipient's fraud risk and risk of noncompliance with a subaward to determine the appropriate subrecipient monitoring described in 2

Code of Federal Regulations, section 200.332, paragraph (f). When evaluating a subrecipient's risk, a pass-through entity should consider the following:

- a. The subrecipient's prior experience with the same or similar subawards;
  - b. The results of previous audits. This includes considering whether or not the subrecipient receives a Single Audit in accordance with 2 Code of Federal Regulations, part 200, subpart F and the extent to which the same or similar subawards have been audited as a major program;
  - c. Whether the subrecipient has new personnel or new or substantially changed systems; and
  - d. The extent and results of any federal agency monitoring (for example, if the subrecipient also receives federal awards directly from the federal agency).
4. If appropriate, consider implementing specific conditions in a subaward as described in 2 Code of Federal Regulations, section 200.208 and notify the Federal agency of the specific conditions.
5. Monitor the activities of a subrecipient as necessary to ensure that the subrecipient complies with Federal statutes, regulations, and the terms and conditions of the subaward. The pass-through entity is responsible for monitoring the overall performance of a subrecipient to ensure that the goals and objectives of the subaward are achieved. In monitoring a subrecipient, a pass-through entity must:
- a. Review financial and performance reports.
  - b. Ensure that the subrecipient takes corrective action on all significant developments that negatively affect the subaward. Significant developments include Single Audit findings related to the subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact their ability to meet the milestones or the objectives of a subaward. When significant developments negatively impact the subaward, a subrecipient must provide the pass-through entity with information on their plan for corrective action and any assistance needed to resolve the situation.
  - c. Issue a management decision for audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 2 Code of Federal Regulations, section 200.521.
  - d. Resolve audit findings specifically related to the subaward. However, the pass-through entity is not responsible for resolving cross-cutting audit findings that apply to the subaward and other Federal awards or subawards. If a subrecipient has a current Single Audit report and has not been excluded from receiving Federal funding (meaning, has not been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant agency for audit or oversight agency for audit to perform audit follow-up and make management decisions related to cross-cutting audit findings in accordance with 2 Code of Federal Regulations, section 200.513(a)(4)(viii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

6. Depending upon the pass-through entity's assessment of the risk posed by the subrecipient (as described in 2 Code of Federal Regulations, section 200.332, paragraph (c)), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
  - a. Providing subrecipients with training and technical assistance on program-related matters;
  - b. Performing site visits to review the subrecipient's program operations; and
  - c. Arranging for agreed-upon-procedures engagements as described in 2 Code of Federal Regulations, section 200.425.
7. Verify that a subrecipient is audited as required by 2 Code of Federal Regulations, part 200, subpart F.
8. Consider whether the results of a subrecipient's audit, site visits, or other monitoring necessitate adjustments to the pass-through entity's records.
9. Consider taking enforcement action against noncompliant subrecipients as described in 2 Code of Federal Regulations, section 200.339 and in program regulations.

## **XI. CONFLICT OF INTEREST**

### **A. Standards of Conduct**

The school district will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

- B. No employee, officer, agent, or board member may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, or board member, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, agents, and board members of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, agents, or board members of the school district. Disciplinary actions may be undertaken pursuant to the school district's Discipline, Suspension, and Dismissal of School Employees policy.

The school district's Conflict of Interest policies and procedures provide additional measures regarding conflicts of interest.

**[Note: The Minnesota Department of Education confirmed that the "written standards of conduct" required under 2 Code of Federal Regulations, section 200.318(c)(1) may appear in this policy, another policy and/or in an employee handbook. School boards may decide whether to adopt this section or address written standards of conduct elsewhere.]**

### **C. Organizational Conflicts of Interest**

If the school district has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the school district must maintain written standards concerning organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

D. Disclosing Conflicts of Interest

The school district will disclose in writing any potential conflict of interest to MDE in accordance with established federal agency policies.

**Legal References:** Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)  
Minn. Stat. § 16C.28 (Contracts; Awards)  
Minn. Stat. § 118A.01-.06 (Deposit and Investment of Local Public Funds)  
Minn. Stat. § 123B.52 (Contracts)  
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)  
Minn. Stat. § 471.38 (Claims)  
Minn. Stat. § 471.391 (Declaration Form)  
Minn. Stat. § 471.392 (Penalty)  
Minn. Stat. § 471.425 (Prompt Payment of Local Government Bills)  
18 U.S.C. (Crimes and Criminal Procedures)  
31 U.S.C. §§ 3729–3733 (False Claims)  
2 C.F.R. § 180.215 (Which Nonprocurement Transactions are Not Covered Transactions)  
2 C.F.R. § 180.300 (What Must I Do before I Enter Into a Covered Transaction with Another Person at the Next Lower Tier?)  
2 C.F.R. 200 Subpart E (Cost Principles)  
2 C.F.R. 200 Subpart F (Audit Requirements)  
2 C.F.R. § 200.1 (Definitions)  
2 C.F.R. § 200.101 (Applicability)  
2 C.F.R. § 200.112 (Conflict of Interest)  
2 C.F.R. § 200.113 (Mandatory Disclosures)  
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Merit of Proposals)  
2 C.F.R. § 200.208 (Specific Conditions)  
2 C.F.R. § 200.214 (Suspension and Debarment)  
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)  
2 C.F.R. § 200.302 (Financial Management)  
2 C.F.R. § 200.303 (Internal Controls)  
2 C.F.R. § 200.305(b)(1) (Federal Payment)  
2 C.F.R. § 200.310 (Insurance Coverage)  
2 C.F.R. § 200.311 (Real Property)  
2 C.F.R. § 200.312 (Federally-owned and Exempt Property)  
2 C.F.R. § 200.313(d) (Equipment)  
2 C.F.R. § 200.314 (Supplies)  
2 C.F.R. § 200.315 (Intangible Property)  
2 C.F.R. § 200.318 (General Procurement Standards)  
2 C.F.R. § 200.319 (Competition)  
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)  
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms)  
2 C.F.R. § 200.328 (Financial Reporting)  
2 C.F.R. § 200.332 (Requirements for Pass-Through Entities)  
2 C.F.R. § 200.339 (Remedies for Noncompliance)  
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)  
2 C.F.R. § 200.413 (Direct Costs)  
2 C.F.R. § 200.414 (Indirect Costs)  
2 C.F.R. § 200.415 (Required Certifications)

2 C.F.R. § 200.425 (Audit Services)  
2 C.F.R. § 200.430 (Compensation – Personal Services)  
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)  
2 C.F.R. § 200.447 (Insurance and Indemnification)  
2 C.F.R. § 200.463 (Recruiting Costs)  
2 C.F.R. § 200.464 (Relocation Costs of Employees)  
2 C.F.R. § 200.474 (Transportation Costs)  
2 C.F.R. § 200.475 (Travel Costs)  
2 C.F.R. § 200.513 (Responsibilities)  
2 C.F.R. § 200.521 (Management Decisions)  
45 C.F.R. § 75.2 (Definitions)  
45 C.F.R. § 75.317 (Insurance Coverage)  
45 C.F.R. § 75.320 (Equipment)  
48 C.F.R. Subpart 2.1 (Definitions)

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

**Resources:** Minnesota Department of Education (MDE): [Procurement Handbook](#) [January 8, 2025] (accessed 01/07/26)  
MDE: [Competitive Proposal Method](#) [April 2020] (accessed 01/07/26)  
Office of Management and Budget: [OMB Guidance for Federal Financial Assistance \(Uniform Guidance\)](#) (accessed 02/20/26)  
U.S. DOE: [Education Department General Administrative Regulations \(EDGAR\) and Other Applicable Grant Regulations](#) (accessed 01/09/26)  
U.S. DOE: [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#) (accessed 01/09/26)



## **Services Agreement between Discover Your Sisu Therapy Services LLC and Montevideo Public Schools**

This Services Agreement (the “Agreement”) is made and entered as of August 18, 2025 by Discover Your Sisu Therapy Services LLC, a Minnesota (MN) limited liability company (LLC) with its principal place of business at 4136 180th ST. Montevideo, MN 56265-4421 (the “Contractor”), and Montevideo Public Schools, a MN public school, with its principal place of business at 2001 William Avenue Montevideo, MN 56265 (the “District”).

**1. Services.** Contractor agrees to provide occupational therapy services to eligible students within the District, as outlined in each student’s Individualized Education Plan (IEP). Services shall be provided for up to 24 hours per week with flexibility to allow less or more on weeks that are needed in order to fulfill the job and in alignment with the District’s school calendar (approximately 174 school days). Other job duties will include email correspondence, communication and collaboration among the staff members, students, and families, screenings and evaluations, documentation, and IEP meetings.

**2. Compensation.** District agrees to pay the Contractor an hourly rate of Sixty-Five Dollars (\$65.00) per hour for the services provided under this Agreement. Reimbursement of mileage will be requested with Montevideo Hawks Nest being the home base and the updated yearly IRS rate. This amount represents the total compensation for the services provided plus mileage and does not include any benefits for Contractor.

**3. Coordination of Services.** Contractor shall coordinate services with District staff to ensure efficient and effective service delivery. This coordination shall include, but not be limited to, scheduling, service delivery, and IEP development and implementation.

**4. Term and Termination.** This Agreement shall commence on August 18, 2026 and shall continue for a term of one school year (June 1, 2027), unless earlier terminated as provided herein. Either party may terminate this Agreement with 30 days written notice to the other party.

**5. Independent Contractor.** Contractor is an independent contractor and not an employee of the District. Contractor shall be solely responsible for the payment of all taxes, licenses, and other expenses incurred in connection with the performance of services under this Agreement.

**6. Insurance.** Contractor shall maintain professional liability insurance with a minimum coverage of One Million Dollars (\$1,000,000) per incident/occurrence and an annual aggregate of Three Million Dollars (\$3,000,000).

**7. Confidentiality.** Contractor will maintain the confidentiality of all students and District information under the Family Educational Rights and Privacy Act of 1974 (FERPA) to protect the privacy of student(s) by limiting third party access to student education records.

**8. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.



Annika Swenson 3/30/26

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[Signature and Date of Authorized Representative, Discover Your Sisu Therapy Services LLC]

Annika Swenson, Owner and Occupational Therapist of Discover Your Sisu Therapy Services LLC

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[Signature and Date of Authorized Representative, School District]

Jamie Skjeveland, ISD 129 Superintendent of Montevideo Public Schools

## **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 a la carte items or second meals as well as to maintain the financial integrity of the school nutrition program.

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

- A. All a la carte items or second meal purchases must be paid for with cash at the time of purchase.
- B. Free School Meals Program:
  - 1. The free school meals program is created within the Minnesota Department of Education.
  - 2. Each school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage below the federal percentage determined for all meals to be reimbursed at the free rate via the Community Eligibility Provision must participate in the free school meals program.
  - 3. Each school that participates in the United States Department of Agriculture National School Lunch Program and has an Identified Student Percentage at or above the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program.
  - 4. Each school that participates in the free school meals program must:
    - (a) participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and
    - (b) provide to all students at no cost up to two federally reimbursable meals per school day, with a maximum of one free breakfast and one free lunch.
- © A student who has been determined eligible for free and reduced-price meals must always be served a reimbursable meal even if the student has an outstanding debt.
- C. 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 meal balance.
- D. When a student has a negative account balance, the student will not be allowed to charge a snack item.

- E. 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.
- F. A student may purchase a second breakfast at the non-program price if the student has already selected a reimbursable breakfast.
- G. A student may purchase a second lunch at the non-program price if the student has already selected a reimbursable lunch.

### **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 via JMC Parent Portal of an outstanding negative balance once the negative balance reaches \$0. Families will be notified by *JMC Messenger*.
- 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, providing alternative meals not specifically related to dietary needs; providing non reimbursable meals; 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 or reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$0, not paid prior to the end of the semester, will be turned over to the superintendent or superintendent's designee for collection. In some instances, the school district does use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district to collect the debt. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.
- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- E. The school district 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.

**Legal References:** Minn. Stat. § 123B.37 (Prohibited Fees)  
Minn. Stat. § 124D.111 (School Meals Policies; 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