

Wrenshall Board of Education

Tuesday, October 8, 2024 6:00 PM

Wrenshall School Library Media Center, 207 Pioneer Drive, Wrenshall, MN 55797

1. Call to Order	Speaker (s) : Chairperson
2. Pledge of Allegiance	Speaker (s) : Chairperson
3. Roll Call	Speaker (s) : Chairperson
4. Adoption of Agenda	Speaker (s) : Chairperson
5. Regular Business	Speaker (s) : Chairperson
5.a. Approval of Minutes	Speaker (s) : Chairperson
5.b. Accept Business Office Report	Speaker (s) : Jeff Pesta
5.c. Approval of Consent Agenda	Speaker (s) : Jeff Pesta
6. Informational Items	Speaker (s) : Chairperson
6.a. Principal's Report	Speaker (s) : Michelle Blanchard
6.b. Community Education Report	Speaker (s) : Katie Beck
6.c. Enrollment Report	Speaker (s) : Jeff Pesta
6.d. Superintendent's Report	Speaker (s) : Jeff Pesta
6.d.1. Bus Fleet Status Update	Speaker (s) : Jeff Pesta and Kirk Hill
6.e. Board Director or Committee Reports	Speaker (s) : Chairperson
7. Action Items	Speaker (s) : Chairperson
7.a. Approve American Indian Cultural Liaison Contract	Speaker (s) : Nicole Krisak
7.b. Approve Facilities Manager Contract	Speaker (s) : Eric Ankrum
7.c. Approve Communications Coordinator Contracts	Speaker (s) : Jeff Pesta
7.d. Approve Purchase of Service Agreement with Esko for Community Education Director	Speaker (s) : Jeff Pesta
7.e. Ratify Memorandum of Understanding with the Student Support Professionals	Speaker (s) : Eric Ankrum
7.f. Approve Construction Class Expenses for Off Campus Project	Speaker (s) : Jeff Pesta
7.g. Approve Transportation Services Menu	Speaker (s) : Jeff Pesta
7.h. Policy Review Cycle	Speaker (s) : Mary Carlson
7.h.1. Policies for Third Reading	Speaker (s) : Mary Carlson
7.h.2. Annual Policy Review	Speaker (s) : Mary Carlson

7.h.3. New Policy Development	Speaker (s) : Mary Carlson
7.i. Acceptance of Donations	Speaker (s) : Chairperson
7.j. Hiring Requests	Speaker (s) : Jeff Pesta
8. Future Meetings	Speaker (s) : Chairperson
9. Adjournment	Speaker (s) : Chairperson

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Wrenshall Board of Education
Monday, September 9, 2024 6:00 PM Central

Wrenshall School Library Media Center
207 Pioneer Drive
Wrenshall, MN 55797

Eric Ankrum: Present
Misty Bergman: Present
Mary Carlson: Present
Ben Johnson: Present
Alice Kloepfer: Present
Nicole Krisak: Present

Present: 6.
All Board directors present.

1. Call to Order

The meeting was called to order by Chair Carlson at 6:00 p.m. Superintendent Pesta participated via videoconferencing due to public health guidelines for isolation periods.

2. Pledge of Allegiance

3. Roll Call

4. Adoption of Agenda

Motion to approve. This motion, made by Misty Bergman and seconded by Nicole Krisak, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

5. Regular Business

5.a. Approval of Minutes

Motion to approve official minutes as presented. This motion, made by Ben Johnson and seconded by Eric Ankrum, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

5.b. Accept Business Office Report

Motion to accept business report as presented. This motion, made by Misty Bergman and seconded by Eric Ankrum, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

The annual fiscal audit commenced on September 9.

5.c. Approval of Consent Agenda

Motion to approve. This motion, made by Nicole Krisak and seconded by Alice Kloepfer, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

6. Informational Items

6.a. Principal's Report

The consensus of the Board was to accept Principal Blanchard's recommendation for preferred pathways between campus buildings. The Building and Grounds Committee will seek both short and long-term options for improving the quality of the pathways between campus buildings.

6.b. Community Education Report

The Esko School Board has approved the purchase of services agreement for limited Community Education Director time. The Wrenshall Board will have the opportunity to formally approve on October 8.

6.c. Enrollment Reports

6.d. Superintendent's Report

The consensus of the Board is to continue to pause the off-site construction project until the identified insurance and legal agreements have been put in place as verified by the Superintendent. Those documents will be considered for approval on October 8. The District will provide and require bus transportation and will pay for portable toilets as part of the resources allocated for the construction class. The District intends to develop an identified procedure for considering and approving off-site construction projects in the future.

6.d.1. Recognition of School Board Appreciation Month

A letter of appreciation to our current Board of Education acknowledging their efforts and cumulative years of service was entered into the record. Chair Carlson also noted the unique contributions of each individual director and provided special treats for the occasion.

6.d.2. Bus Fleet Status Update

Transportation Coordinator Kirk Hill provided a transportation fleet update document. Wrenshall has sufficient resources to meet the routes planned for the school year. All vehicles have been certified following safety inspections and all employees are current with their required training and qualifications. There is also sufficient capacity to provide contract transportation for the Raptor Sports Cooperative and other potential partners. The District is currently proceeding with ordering a new propane bus in connection with the Environmental Protection Agency grant program. Delivery is expected near the Winter Break.

6.e. Board Director or Committee Reports

The consensus of the Board was to utilize a basic committee minutes template in the future. Primary discussion will occur during work sessions and the minutes reports will be included in the regular meeting agenda.

7. Action Items

7.a. Ratify AFSCME Master Agreement

Motion to ratify master agreement and MOU as presented. This motion, made by Misty Bergman and seconded by Alice Kloepfer, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

7.b. Approve Memoranda of Understanding with Collective Bargaining Groups

Motion to approve all MOUs as presented. This motion, made by Misty Bergman and seconded by Nicole Krisak, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

The Board noted the significant contributions made by Wrenshall teachers to develop the District plan to meet the expectations of the READ Act.

7.c. Award Bids for Bread Products and Transportation Fuel

Motion to award bids as presented. This motion, made by Eric Ankrum and seconded by Ben Johnson, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

7.d. Certify the Maximum Proposed Levy for 2024 Payable 2025

Motion to certify the maximum proposed levy as presented. This motion, made by Misty Bergman and seconded by Eric Ankrum, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

7.e. Approve Tuition Agreements to Serve Carlton High School Students

Motion to approve the tuition agreements. This motion, made by Nicole Krisak and seconded by Alice Kloepfer, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

7.f. Approve Community Education Staff Pay Rates for Fiscal Year 2025

Motion to approve recommendation for Community Education pay rates. This motion, made by Alice Kloepfer and seconded by Misty Bergman, Carried.

Ben Johnson: Abstain (With Conflict), Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 5, Nay: 0, Abstain (With Conflict): 1

Director Johnson disclosed that his daughter is a part-time employee in the Community Education Department and will abstain from the vote on pay rates within that department.

7.g. Set Substitute Pay Rates for Fiscal Year 2025

Motion to approve as presented. This motion, made by Eric Ankrum and seconded by Nicole Krisak, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

7.h. Approve School Closure Guidelines

Motion to approve as presented. This motion, made by Misty Bergman and seconded by Eric Ankrum, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

The Raptors Activities Director will be responsible for decisions regarding practices and events.

7.i. Policy Review Cycle

7.i.1. Policies for Second Reading

Motion to approve Policies 606.5 and 606.5A and to move Policies 524 and 524A to a third reading. This motion, made by Eric Ankrum and seconded by Nicole Krisak, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

The Board would like to further develop Policy 524 and 524A. Those will move to a third reading.

7.i.2. Annual Policy Review

Motion to approve modifications to series 100 policies as presented following their first reading. This motion, made by Eric Ankrum and seconded by Ben Johnson, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

7.i.3. New Policy Development

7.j. Acceptance of Donations

Motion to accept donation with gratitude. This motion, made by Eric Ankrum and seconded by Alice Kloepfer, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

7.k. Hiring Requests

Motion to approve. This motion, made by Nicole Krisak and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

8. Future Meetings

The Chair has confirmed that the next work session will take place on October 2 as planned. The regular meeting for October will be postponed until Tuesday, October 8 to accommodate a director's work schedule. The Chair has designated December 10 as the date for the required annual public hearings: The Comprehensive Achievement and Civic Readiness report will be presented at 5:45 p.m. and the Truth in Taxation public hearing will be conducted at 6:00 p.m. The regular business meeting will commence immediately following the conclusion of the public hearing. The general topic public comment period will still be available at 5:30 preceding the public hearings.

8.a. Set the public hearing date for the Comprehensive Achievement and Civic Readiness Report (formerly known as the World's Best Workforce Hearing)

8.b. Set Truth and Taxation Meeting

9. Adjournment

Motion to adjourn. This motion, made by Alice Kloepfer and seconded by Nicole Krisak, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

The meeting was adjourned by Chair Carlson at 7:45 p.m.

Wrenshall Board of Education Work
Session
Wednesday, October 2, 2024 6:00 PM Central

Wrenshall School Library Media Center
207 Pioneer Drive
Wrenshall, MN 55797

Eric Ankrum: Present
Misty Bergman: Absent
Mary Carlson: Present
Ben Johnson: Present
Alice Kloepfer: Absent
Nicole Krisak: Present

Present: 4, Absent: 2.

Directors Bergman and Kloepfer were absent with notice.

1. Call to Order

The work session was called to order by Chair Carlson at 6:05 p.m.

2. Preview of Regular Meeting Agenda for October 8

2.a. Board Committee Reports

Committees will begin submitting meeting minutes for posting to the business meeting agendas.

CEAC - Posted minutes

Fundraising - Irving Community Association unable to assist with scoreboard installation.

Grants - Solar grant on hold, MDE tech grant submitted and awaiting notice.

Technology - Possible laptop donation from Starbase, updated RAM needed for previously donated computers from Cloquet, inventory and needs for SMART boards and projectors requested. The Tech Committee will be the pilot project for the proposed shared leadership model featured in the new District Organizational Chart.

Raptor Sports Cooperative - Tentative next meeting in November with the goal of December approval of an updated cooperative agreement by both boards.

Board Development - The Chair encouraged participation in MSBA chats and team building activities. The Chair will assign mentors to new directors following the canvassing of the election results.

3. Strategic Planning

3.a. Development of District Organizational Chart

The next wave of updates was presented and the model will be updated for review at the November work session. Significant progress has been made in filling all of the positions in the new organizational chart. Principal Blanchard will provide recommendations for possible additions to the student support team needed with the significant increase in enrollment. Any new positions should align with the specifics of the next superintendent posting. The current Board will identify priority projects to complete during their remaining term.

3.a.1. Facilities Reservation Procedures

Chair Carlson previewed the first draft of the facility use policy and requested that it be placed on the October 8 agenda for a first reading.

3.b. Analysis of Career and Technical Education Processes and Procedures

The Board intends to identify an upcoming work session or delegate an ad-hoc committee to develop the protocol for all future off-campus work sites and other student volunteer endeavors which provide benefits to private parties.

4. Adjournment

The work session was adjourned by Chair Carlson at 8:40 p.m.

Expense Summary - September 2024

Check No.	Vendor	Amount	Date	Description
56495	COCA-COLA BEVERAGES OF DULUTH	\$396.80	9/9/2024 0:00	Class of 2025 - Expense
56496	FOOD FARM	\$63.45	9/9/2024 0:00	First Bite Food purchases
56497	GREAT MINDS PBC	\$2,496.02	9/9/2024 0:00	EUREKA MATH SQUARED CURRIC
56498	GREAT MINDS PBC	\$10,474.74	9/9/2024 0:00	EUREKA MATH SQUARED CURRIC
56499	GREAT MINDS PBC	\$2,162.43	9/9/2024 0:00	EUREKA MATH SQUARED CURRIC
56500	HILLYARD MINNEAPOLIS	\$415.43	9/9/2024 0:00	Supplies-Operations & Maintenance
56501	JULIE KETCHUM	\$17.05	9/9/2024 0:00	Travel/Training-Transportation
56502	LESTER RIVER RENDEZVOUS EDUC	\$130.00	9/9/2024 0:00	Chargeback-HS Field Trip
56503	MN STATE HIGH SCHOOL LEAGUE	\$650.00	9/9/2024 0:00	Entry Fees/Student Travel-ATHLETICS
56504	MN TELECOMMUNICATIONS	\$403.00	9/9/2024 0:00	Svc Purch from MN Joint-Powers
56505	MRI SOFTWARE	\$35.00	9/9/2024 0:00	Legal Fees
56506	PITNEY BOWES GLOBAL	\$174.00	9/9/2024 0:00	Postage & Express
56507	SHERALEE FOSSEN	\$25.73	9/9/2024 0:00	Travel-ECSE
56508	Sonova USA Inc.	\$253.74	9/9/2024 0:00	ROGER 20 (02) TP SERIAL # 2233NY3FX
56509	TASC	\$178.86	9/9/2024 0:00	ADMIN FEE
56510	UPPER LAKES FOODS INC	\$3,165.10	9/9/2024 0:00	Milk-Breakfast
56511	WIEDIGER SPEECH & LANGUAGE SVCS	\$1,056.00	9/9/2024 0:00	To Non-Ed Agency
56512	WIEDIGER SPEECH & LANGUAGE SVCS	\$1,716.00	9/9/2024 0:00	To Non-Ed Agency
56513	95 PERCENT GROUP LLC	\$2,064.70	9/13/2024 0:00	MANIPULATIVE KIT FOR MATH
56514	ACME TOOLS - DULUTH	\$279.92	9/13/2024 0:00	CONSTRUCTION CLASS SUPPLIES
56515	CARLTON COUNTY HUMAN SERVICES	\$2,018.39	9/13/2024 0:00	School Social Worker
56516	CLOQUET SANITARY SERVICE	\$829.45	9/13/2024 0:00	Contr Svc-Maintenance
56517	COMO OIL AND PROPANE	\$495.61	9/13/2024 0:00	Fuel For Vehicles
56518	COMO OIL AND PROPANE	\$33.27	9/13/2024 0:00	Fuel For Vehicles
56519	COMO OIL AND PROPANE	\$253.16	9/13/2024 0:00	Fuel For Vehicles
56520	DANIEL DUNCAN	\$9.24	9/13/2024 0:00	Repairs & Maint Serv
56521	DSC COMMUNICATIONS	\$460.00	9/13/2024 0:00	Communications Serv
56522	DSC COMMUNICATIONS	\$140.00	9/13/2024 0:00	Communications Serv
56523	EMC INSURANCE COMPANIES	\$6,555.00	9/13/2024 0:00	Property Ins
56524	ESC SYSTEMS	\$678.00	9/13/2024 0:00	Prof & Tech Services-ENVIR MGMT
56525	IMPERIALDADE	\$256.50	9/13/2024 0:00	Supplies-Operations & Maintenance
56526	L & M SUPPLY INC	\$166.62	9/13/2024 0:00	Supplies-Operations & Maintenance
56527	MENARDS - WEST DULUTH	\$534.37	9/13/2024 0:00	Instru Supplies-Industrial Ed
56528	METRO SALES INC	\$3,997.60	9/13/2024 0:00	General Supplies-Admin
56529	MINNESOTA POWER	\$5,198.71	9/13/2024 0:00	Electricity
56530	MN ENERGY RESOURCES	\$54.43	9/13/2024 0:00	Fuel For Bldgs
56531	MN ENERGY RESOURCES	\$52.98	9/13/2024 0:00	Fuel For Bldgs
56532	MN PEIP	\$35,063.44	9/13/2024 0:00	Health Insurance
56533	PAN-O-GOLD BAKING	\$92.85	9/13/2024 0:00	Food-Lunch
56534	PER MAR SECURITY SERVICES	\$21.62	9/13/2024 0:00	Security System Fees
56535	SHI INTERNATIONAL CORP	\$1,342.75	9/13/2024 0:00	MICROSOFT LICENSES
56536	UNITED TRUCK BODY CO INC	\$1,921.16	9/13/2024 0:00	Repairs & Maint Serv
56537	UNITED TRUCK BODY CO INC	\$379.44	9/13/2024 0:00	Repairs & Maint Serv
56538	UNITED TRUCK BODY CO INC	\$2,138.88	9/13/2024 0:00	Repairs & Maint Serv
56539	UNITED TRUCK BODY CO INC	\$909.72	9/13/2024 0:00	Repairs & Maint Serv
56540	UNITED TRUCK BODY CO INC	\$1,021.55	9/13/2024 0:00	Repairs & Maint Serv
56541	UNITED TRUCK BODY CO INC	\$278.21	9/13/2024 0:00	Repairs & Maint Serv
56542	BRITTANY CAMPBELL	\$75.92	9/20/2024 0:00	General Supplies-Food Svc
56543	CARLTON COUNTY HUMAN SERVICES	\$50.00	9/20/2024 0:00	Communication Svc-Telephone
56544	CITY OF WRENSHALL	\$550.31	9/20/2024 0:00	Water & Sewage
56545	COMO OIL AND PROPANE	\$348.98	9/20/2024 0:00	Fuel For Vehicles
56546	COMO OIL AND PROPANE	\$247.23	9/20/2024 0:00	Fuel For Vehicles
56547	CONSTELLATION NEW ENERGY	\$145.77	9/20/2024 0:00	Fuel For Bldgs
56548	EDUCATORS BENEFIT CONSULT	\$70.00	9/20/2024 0:00	Consulting Fees/Serv-Bus Office
56549	ESC SYSTEMS	\$905.84	9/20/2024 0:00	Prof & Tech Services-FIRE SAFETY
56550	FOLLETT SCHOOL SOLUTIONS INC	\$2,481.47	9/20/2024 0:00	Non-Instr Software Lic Agreemt
56551	GUARDIAN PEST SOLUTIONS, INC	\$57.91	9/20/2024 0:00	Fees for Svc-Food Svc
56552	ISD #0004 MCGREGOR	\$374.61	9/20/2024 0:00	Reimb to MN Dist

56553	KARLSBURGER FOODS INC	\$100.50	9/20/2024 0:00	Food-Lunch
56554	MELANIE HUMMEL Ed S	\$150.00	9/20/2024 0:00	To Non-Ed Agency-SpEd General
56555	METRO SALES INC	\$482.00	9/20/2024 0:00	Lease Principal
56556	NATL INSURANCE SVCS OF WI INC	\$957.24	9/20/2024 0:00	Life Insurance
56557	NORTHERN DOOR & HARDWARE INC	\$330.00	9/20/2024 0:00	Supplies-Operations & Maintenance
56558	SNA DEPOSITORY	\$59.50	9/20/2024 0:00	Dues/License-Food Svc
56559	TRAFERA LLC	\$17,800.00	9/20/2024 0:00	Principal LT Tech Leases
56560	UPPER LAKES FOODS INC	\$3,796.65	9/20/2024 0:00	Milk-Breakfast
56561	218 SUPPLY LLC	\$194.46	9/30/2024 0:00	General Supplies-Food Svc
56562	ANNA LUNDAHL	\$700.00	9/30/2024 0:00	Consulting Svc-Admin Tech
56563	CARDMEMBER SERVICE	\$15,876.75	9/30/2024 0:00	Supplies-Staff Dev-Curriculum
56564	COMO OIL AND PROPANE	\$219.14	9/30/2024 0:00	Fuel For Vehicles
56565	COMO OIL AND PROPANE	\$428.61	9/30/2024 0:00	Fuel For Vehicles
56566	DELTA DENTAL OF MINNESOTA	\$3,610.01	9/30/2024 0:00	Dental Insurance
56567	DUSTIN MCLEOD	\$61.64	9/30/2024 0:00	Travel-Bldgs & Grounds
56568	HILLYARD MINNEAPOLIS	\$424.50	9/30/2024 0:00	Supplies-Operations & Maintenance
56569	IMPERIALDADE	\$65.82	9/30/2024 0:00	Operations Supplies
56570	IMPERIALDADE	\$999.00	9/30/2024 0:00	Repairs & Maint Serv-Maintenance
56571	MENARDS - WEST DULUTH	\$97.72	9/30/2024 0:00	HEARING PROTECTION
56572	MENARDS - WEST DULUTH	\$110.16	9/30/2024 0:00	LUMBER
56573	MENARDS - WEST DULUTH	\$89.01	9/30/2024 0:00	Supplies-Operations & Maintenance
56574	MOLLY KIDD	\$50.22	9/30/2024 0:00	Instru Supplies-Art
56575	NORTHEAST SERVICE COOPERATIVE	\$925.00	9/30/2024 0:00	Prof & Tech Services-ENVIR MGMT
56576	NORTHLAND FIRE & SAFETY	\$2,932.90	9/30/2024 0:00	Prof & Tech Services-FIRE SAFETY
56577	NORTHLAND FIRE & SAFETY	\$1,937.00	9/30/2024 0:00	Prof & Tech Services-FIRE SAFETY
56578	PEC SOLUTIONS LLC	\$400.92	9/30/2024 0:00	Contracted Services-Facilities
56579	SFM	\$1,061.00	9/30/2024 0:00	Payroll Taxes-Workers Comp
56580	TASC	\$62.26	9/30/2024 0:00	Consulting Fees/Serv-Admin
56581	UNITED TRUCK BODY CO INC	\$60.00	9/30/2024 0:00	Repairs & Maint Serv
56582	UNITED TRUCK BODY CO INC	\$644.47	9/30/2024 0:00	Repairs & Maint Serv
56583	WALMART / CAPITAL ONE	\$981.05	9/30/2024 0:00	Wrens Club General Supplies
	Total	\$151,976.49		

Wrenshall School ISD #100 Receipt Listing Report

Deposit		Receipt										Status	Amount
Ctrl No	Batch	Co	Receipt No	Type	Bank	Check No	Date	Pmt Type	Grp	Code	Customer		
3629		0100	12072	Credit	1		09/04/24	Check	1	1002	State of MN	Applied	2,634.71
Deposit Control Total:												2,634.71	
3630		0100	12073	Credit	1		09/06/24	Check	1	1008	ISD 094 - Cloquet	Applied	1,366.51
		0100	12074	Credit	1		09/06/24	Check	1	1014	ISD 97 Moose Lake	Applied	832.39
		0100	12075	Credit	1		09/06/24	Check	1	1009	ISD 099 - Esko	Applied	1,252.95
		0100	12076	Credit	1		09/06/24	Check	1	1033	ISD #577 Willow River	Applied	707.97
		0100	12077	Credit	1		09/06/24	Check	1	1018	ISD 700 - Hermantown	Applied	1,144.79
		0100	12078	Credit	1		09/06/24	Check	1	1015	ISD 704 - Proctor	Applied	1,677.77
		0100	12079	Credit	1		09/06/24	Check	1	1042	LATCH KEY	Applied	1,651.25
		0100	12080	Credit	1		09/06/24	Check	1	1044	PreSchool	Applied	1,526.39
		0100	12081	Credit	1		09/06/24	Check	1	1500	Miscellaneous	Applied	500.00
Deposit Control Total:												10,660.02	
3631		0100	12082	Credit	1		09/10/24	Check	1	1002	State of MN	Applied	4,626.12
Deposit Control Total:												4,626.12	
3632		0100	12083	Credit	1		09/13/24	Wire	1	1002	State of MN	Applied	157,489.48
Deposit Control Total:												157,489.48	
3633		0100	12084	Credit	1		09/17/24	Check	1	1018	ISD 700 - Hermantown	Applied	1,801.02
		0100	12085	Credit	1		09/17/24	Check	1	1008	ISD 094 - Cloquet	Applied	2,149.84
		0100	12086	Credit	1		09/17/24	Check	1	1042	LATCH KEY	Applied	922.38
		0100	12087	Credit	1		09/17/24	Check	1	1044	PreSchool	Applied	702.78
		0100	12088	Credit	1		09/17/24	Check	1	1500	Miscellaneous	Applied	1,311.52
Deposit Control Total:												6,887.54	
3634		0100	12089	Credit	1	0009096458	09/25/24	Check	1	1002	State of MN	Applied	293.95
Deposit Control Total:												293.95	
3635		0100	12090	Credit	1		09/27/24	Check	1	1002	State of MN	Applied	383,947.66
Deposit Control Total:												383,947.66	
3636		0100	12091	Credit	1		09/27/24	Check	1	1007	ISD 093 - Carlton	Void	608.75
		0100	12097	Credit	1		09/27/24	Check-Void	1	1007	ISD 093 - Carlton	Void	(608.75)
Deposit Control Total:												0.00	
3637		0100	12092	Credit	1		09/30/24	Check	1	1042	LATCH KEY	Applied	110.00
		0100	12093	Credit	1		09/30/24	Check	1	1044	PreSchool	Applied	937.50
		0100	12094	Credit	1		09/30/24	Check	1	1007	ISD 093 - Carlton	Applied	608.75

Wrenshall School ISD #100 Receipt Listing Report

Deposit Ctrl No	Batch	Co	Receipt No	Receipt Type	Bank	Check No	Date	Pmt Type	Grp	Code	Customer	Status	Amount
3637		0100	12095	Credit	1		09/30/24	Check	1	1500	Miscellaneous	Applied	95.38
Deposit Control Total:												1,751.63	
3638		0100	12098	Credit	1		09/30/24	Check	1	1045	BRIGHTWHEEL	Applied	4,055.02
Deposit Control Total:												4,055.02	
3639		0100	12099	Credit	1	IC Deposits	09/30/24	Check	1	1037	Infinite Campus	Applied	110.83
Deposit Control Total:												110.83	
3640		0100	12100	Credit	1	REAP	09/27/24	Check	1	1034	Federal Dept of Education	Applied	3,520.09
Deposit Control Total:												3,520.09	
Report Total:												575,977.05	

Wrenshall School ISD #100
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General Fund	\$74,051.98
02	Food Services Fund	\$7,850.17
03	Transportation (Sub of 01)	\$12,149.09
04	Community Service	\$669.64
05	Capital Outlay (Sub of 01)	\$56,858.81
21	Student Activities	\$396.80
Report Total		\$151,976.49

Wrenshall School ISD #100
Receipt Listing Report with Detail by Deposit
Fund Summary

Fund	Total
01	\$536,378.55
02	\$110.83
04	\$20,816.85
07	\$18,670.82
Report Total	\$575,977.05

Wrenshall School ISD #100
Exp/Rev Summary - Fd
Period Ending September 30, 2024

Sequence: L, Fd

Description		Adopted25				Encumbrances	% YTD + Enc	Remaining Balance
		Annual Budget	Period 202503	Year To Date	% YTD			
E	Expenditure							
01	General Fund	4,697,696.00	359,035.03	630,412.61	13%	3,393.46	13%	4,063,889.93
02	Food Services Fund	185,838.00	15,287.62	26,102.88	14%	0.00	14%	159,735.12
03	Transportation (Sub of 01)	416,410.00	32,373.42	48,158.42	12%	0.00	12%	368,251.58
04	Community Service	247,317.00	14,374.23	28,205.02	11%	188.16	11%	218,923.82
05	Capital Outlay (Sub of 01)	159,232.00	56,858.81	109,206.90	69%	9,697.90	75%	40,327.20
07	Debt Redemption Fund	943,770.00	0.00	159,860.00	17%	0.00	17%	783,910.00
21	Student Activities	0.00	396.80	396.80	0%	0.00	0%	(396.80)
E	Expenditure	6,650,263.00	478,325.91	1,002,342.63	15%	13,279.52	15%	5,634,640.85
R	Revenue							
01	General Fund	(4,898,170.00)	(546,975.23)	(998,271.62)	20%	0.00	20%	(3,899,898.38)
02	Food Services Fund	(201,100.00)	(110.83)	7,737.97	(4%)	0.00	(4%)	(208,837.97)
03	Transportation (Sub of 01)	(233,582.00)	0.00	0.00	0%	0.00	0%	(233,582.00)
04	Community Service	(268,752.00)	(20,816.85)	(33,682.75)	13%	0.00	13%	(235,069.25)
05	Capital Outlay (Sub of 01)	(131,776.00)	0.00	0.00	0%	0.00	0%	(131,776.00)
07	Debt Redemption Fund	(986,897.00)	(18,670.82)	(51,463.84)	5%	0.00	5%	(935,433.16)
R	Revenue	(6,720,277.00)	(586,573.73)	(1,075,680.24)	16%	0.00	16%	(5,644,596.76)
Report Totals:		(70,014.00)	(108,247.82)	(73,337.61)	105%	13,279.52	86%	(9,955.91)



Wrenshaw Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

October 8, 2024

Consent Agenda

- *Any Director may request to remove any item from this consent agenda and place it on the regular meeting agenda for individual consideration.*

Appointments:

1. Taylor Stowell, Class 5 special education paraprofessional, effective September 23, 2024.
2. Karla Getz, Class 5 special education paraprofessional, effective October 7, 2024.
3. Janet Anderson, assistant cook, grade 3, effective October 7, 2024.

At-Will Agreements:

Change to Contract:

Leave of Absence Requests:

Resignations:

Terminations:



WRENSHALL PUBLIC SCHOOLS

Superintendent-Jeff Pesta, Ed.D
Principal-Michelle Blanchard

Principal Report

10/7/24

- Our First safety meeting will take place on 10/7/24
- Our first Lockdown drill and second Fire drill will be scheduled this month
- I will start reaching out to teachers to begin scheduling teacher evaluations for 11 staff members.
- We will have a Professional Development Day on October 16th with a focus on Special Education procedures. Northern Lights will be presenting to staff.
- Behavior student support specialist role consideration
- Special Education Paraprofessionals positions filled
- Master Teacher Paraeducator online training
- Wrens Strong are planning a trip to Ru-Ridge to recognize upper elementary students for Quarter 1 displaying Wrens Strong attributes.
- Guidance Counselor- Started whole group lessons for K-6 elementary students working on character education.
- Senior Class advisor role

A small school where WE cultivate big futures.



Community Education Report
10/2/2024

- Past events:
 - Community Education Advisory Council (CEAC) Meeting (Sept. 10th)
 - 8 people in attendance with school board representative - Misty Bergman
 - Highlights (new members, facilities and marketing)
 - Family night at the playground - 5 families (Sept. 17th)
 - Getting to know families - making connections
- Currently:
 - Dungeons and Dragons Club
 - Monday's 3:15-4:30 PM - Library
 - Shoutout to Nick Hinchliff
 - Yoga for Flexibility, Strength, and Balance
 - Tuesday/Thursday's 5:45 - 6:45 PM - Commons
 - 11 registered participants
 - Kids are welcome
- Coming soon:
 - Power lunch - A little background on what power lunch is: it is a powerful program that is looking for volunteers to spend 1 hour per week with an elementary student (1st grade) to build skills and the love of reading. The program will hopefully start in the next few weeks. Volunteers come during lunch and recess time.
 - Starting mid October - April
 - 2 Volunteers so far!
 - Partnering with Ms. Cass
- Future plans:
 - Lego Club
 - Family Open gym nights
 - Family Bentlyville trip - logistics
 - Northern outdoors club with Cassie Janke - winter classes
- Attending the Minnesota Community Education Association (MCEA) Fall Conference
 - Duluth October 23-25th
 - Networking and learning more about this field



School readiness/Wrens Club

- Little Wrens - 14
 - Learned about the letter A, B - Sorting
 - Potential new student for Little Wrens
 - Social emotional Learning - working on how to work through feelings
- Hatchlings - 13
 - Getting into routines
 - Started a Community helper unit (doctors, construction, fire safety)
 - Discovery play for understanding math
- Wrens Club
 - Before / After School care - 25
 - Wrap Around - 10 (1 student starting in a few weeks)
 - Finding routines - fun, safe and enriching activities
 - Games, outdoor play & tying in what preschool is doing (for wrap around)
- Brightwheel
 - Uploading pictures
 - Connecting with families

0100 WRENSHALL District207 PIONEER DRIVE, WRENSHALL, MN 55797-0068
Generated on 10/02/2024 11:06:33 AM Page 1 of 1**Student Enrollment Summary Report**

Effective Date: 10/03/2024 Enrollment Types: P, S, N

Total Race/Ethnicities: 5 of 7 Total Schools: 2

Race/Ethnicity Source: Federal Male/Female/Total: 171/177/348

Student Population by Race/Ethnicity and Grade Level (Male/Female/Total)**Wrenshall Elementary**

Grade	1:Hispanic/Latino	2:American Indian or Alaska Native	3:Asian	4:Black or African American	5:Native Hawaiian or Other Pacific Islander	6:White	7:Two or more races	Total
01	1/0/1	1/0/1	-	-	-	7/11/18	1/2/3	10/13/23
02	1/0/1	-	-	-	-	13/9/22	0/2/2	14/11/25
03	-	1/0/1	-	-	-	7/10/17	2/3/5	10/13/23
04	0/1/1	0/1/1	-	-	-	14/15/29	-	14/17/31
05	0/1/1	-	-	-	-	10/13/23	-	10/14/24
06	-	0/1/1	-	-	-	11/12/23	1/1/2	12/14/26
EC	-	-	-	-	-	4/1/5	-	4/1/5
KA	4/2/6	1/0/1	-	-	-	9/14/23	-	14/16/30
All Grades	6/4/10	3/2/5	-	-	-	75/85/160	4/8/12	88/99/187

Wrenshall High School

Grade	1:Hispanic/Latino	2:American Indian or Alaska Native	3:Asian	4:Black or African American	5:Native Hawaiian or Other Pacific Islander	6:White	7:Two or more races	Total
07	-	1/1/2	-	-	-	12/10/22	0/1/1	13/12/25
08	-	0/1/1	-	0/1/1	-	14/12/26	0/2/2	14/16/30
09	-	-	-	-	-	11/10/21	1/0/1	12/10/22
10	1/0/1	0/1/1	-	-	-	15/12/27	0/1/1	16/14/30
11	1/1/2	1/0/1	-	-	-	11/13/24	2/0/2	15/14/29
12	-	1/0/1	-	0/1/1	-	9/9/18	3/2/5	13/12/25
All Grades	2/1/3	3/3/6	-	0/2/2	-	72/66/138	6/6/12	83/78/161

Student Population Excluding White not of Hispanic Origin

School	Total	Percentage
Wrenshall Elementary	27	14.44%
Wrenshall High School	23	14.29%
Total	50	14.37%



CEAC Meeting Minutes September 10th, 2024, Media Center

In attendance: Cindy, Nick, Debbie, Misty, Stacy, Lisa, Ashley, and Katie.

Old Business:

- Summer recap: There were eighteen (18) full time families, themes each week, five (5) field trips, great communication, lots of photos and the use of the buddy system was used.
- Open House: This was the best one yet, loved seeing all the kid's come back.

New Business:

- CEAC Flyer reviewed for upcoming dates for meetings. September 10th, November 15th, January 14th, March 11th, and May 13th for end of school year re-cap and celebration.
- Review of new member paperwork
- Before/After school care has started. There are twenty-one (21) families using so far. Focus for this year is Safe, fun and enriching.
- Welcoming Preschool students, we have a new Pre-K teacher Miss EB and Shirley is her classroom assistant. There are fourteen (14) hatchlings (max of 16) and fifteen (15) little wrens (max of 20) with 2 pending. This is Monday, Wednesday and Fridays all day.
- Wrap around Wrens Club Kids Care is being utilized by eleven (11) families between the Hatchlings and Little Wrens. Tuesdays and Thursdays are off days.
- Facility Policy and procedures is in the works. Using Esko's as a sample to use to make our own that would include Rules, Rental rates, how to use, insurance, all the things needed to rent out our school spaces to the community. Comments were made about how the school cafeteria and pool used to be rented. Katie is also working on budget revisions and will have it ready in November.
- Upcoming Programs (Flyer handed out) include Dungeons and Dragons Club that meet Mondays, Family Night on the Playground on September 17th, Power lunch will start in October, there are already four volunteers to start. Holiday Festival will be on November 30th, in the early planning stages for this currently but room for 27 vendors in the commons, there will be kids' activities from 10-4. K-9 Liberty will be there, and Mr. & Mrs. Clause will be in the library. Yoga will be starting October 1st on Tuesdays and Thursdays with punch cards available.

Hiring of Student workers: Still in need of a few more student employee's (1-2) would help cover shifts.

Marketing Concerns/Questions: With images going to online only, we want to make sure we are getting information out about class offerings and events. Please share any ideas with the committee.

Minutes respectfully submitted by Misty Bergman

CONTRACT FOR
AMERICAN INDIAN CULTURAL LIAISON
INDEPENDENT SCHOOL DISTRICT #100

The School Board of Independent School District #100, Wrenshall, Minnesota enters into this Agreement with **KEVIN KOT**, who agrees to perform the duties of **AMERICAN INDIAN CULTURAL LIAISON** in the public schools of the District commencing OCTOBER 9, 2024 and ending June 30, 2025.

The Following provisions shall apply and are a part of this contract:

I. Basic Service:

Said American Indian Cultural Liaison shall faithfully perform the services prescribed by the School Board whether or not such services are specifically described in this contract or in general job description, abide by the rules and regulations and policies as established by the State Board of Education, and any additions or amendments thereto, for the annual salary indicated below.

II. Contract Year:

The contract year shall be as follows:
October 9, 2024 through June 30, 2025. The position may be renewed by mutual agreement in subsequent years dependent upon the availability of state American Indian Education Aid.

III. Leaves and Holidays:

1. *Leaves of Absence.* The liaison position is intended to align with student events and contact days as identified on the 2023-2024 Wrenshall School Calendar. The 30 hour regular work week is flexible and missed days can be made up in increments not to exceed 40 hours per week. Time cards shall be submitted in alignment with District payroll procedures.
2. *Earned Sick and Safe Leave (ESST).* Effective immediately and each fiscal year thereafter, the liaison will accrue one hour of ESST for every thirty (30) hours worked, up to forty-eight (48) hours in the fiscal year. ESST shall accrue to a maximum of eighty (80) hours and a balance may be carried over into the next fiscal year. At no time shall the liaison's accrued ESST exceed eighty (80) hours. There is no payout for unused ESST. ESST shall be allowed whenever the liaison's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447. ESST may be used in increments no smaller than one half (1/2) hour. The liaison will not be eligible to use ESST until they have performed for at least eighty (80) hours and have accrued ESST as per school district payroll practices. Pay for ESST shall be approved the direct supervisor only upon submission of the authorized pay request form.

IV. Insurance:

1. *Hospital and Medical Insurance.* The School District shall pay up to \$606.79/month for single coverage for FY2025.
2. *Life Insurance:* The Board of Education will pay the annual premium for \$50,000 term life insurance under the existing group life insurance coverage.
3. *Dental Insurance:* The Board of Education will pay up to \$36.00 per month toward single coverage dental insurance under the existing group dental insurance plan.
4. *Long-term Disability Insurance:* The Board of Education will pay the annual premium for the district's long-term disability policy.

V. Other Benefits

1. *Expenses:* Expenses shall be paid according to the district policy for the pre-approved attendance of meetings and professional development.
2. *Automobile:* The School District shall compensate the employee for pre-approved necessary travel at the standard IRS rate for the use of the employee's personal vehicle. This allowance does not preclude the employee from using district-owned vehicles.
3. *Tax Sheltered Annuities.*

The American Indian Cultural Liaison will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.

 - A. The District will provide a match to the employee contribution up to \$900 during the term of this agreement.
 - B. The plan is subject to the rules of deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section I 23B.02, Subd. 15 and District policy, and as otherwise provided by law.

VI. Salary

The salary for the 2024-2025 school year shall be \$25,920 (to be prorated to \$21,600 based on a start date of October 9) at \$24 per hour for average work weeks of 30 hours. The salary for subsequent years is negotiable.

VII. Termination During the Term

This contract may be terminated only for cause.

VIII. Contract

This contract replaces and supersedes any other contract in place between the two parties involved.

IN WITNESS THEREOF, I have subscribed my signature this _____ day of September 2024.

Kevin Kot
American Indian Cultural Liaison

IN WITNESS THEREOF, we have subscribed our signatures this 8th day of October, 2024.

Chairperson of the School Board

Clerk of the School Board

CONTRACT

BY AND BETWEEN

INDEPENDENT SCHOOL DISTRICT #100
WRENSHALL, MINNESOTA

AND

FACILITIES MANAGER

October 1, 2024 - June 30, 2026

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The School Board of Independent School District No. 100, Wrenshall, Minnesota enters into this agreement with Josiah Davey, who agrees to perform the duties of Facilities Manager.

The following provisions shall apply and are part of this contract:

**ARTICLE I
BASIC SERVICE**

1. Basic Service.
The Facilities Manager shall faithfully perform the services as specified in the job description, abide by the rules, regulations and policies established by the School Board, and any additions or amendments thereto for the annual salary indicated below.
2. Evaluation.
The Superintendent shall conduct a performance evaluation of the Facilities Manager annually.

**ARTICLE II
DURATION, EXPIRATION, TERMINATION AND MUTUAL
CONSENT**

1. Duration.
The term of this contract is for the period of October 21, 2024 through June 30, 2026. This contract shall remain in full force and effect unless modified by mutual consent of the School Board and the Facilities Manager in written form, or unless terminated as provided herein. The School Board may terminate the Facilities Manager during the term of this Contract for cause. It shall notify the Facilities Manager in writing of the proposed grounds for termination prior to taking action.

**ARTICLE III
DUTY YEAR AND LEAYES**

1. Basic Work Year.
The duty year (prorated) shall align with the fiscal year and begin July 1 and continue through the entire year (260 work days). Work days may be conducted remotely with the advance approval of the Superintendent. All new leave and benefits will be prorated in the first year.
2. Paid Time Off.
The Facilities Manager shall earn 24 working days of annual Paid Time Off (PTO) each year. All unused PTO shall be forfeited at the end of each fiscal year.
3. Holidays.

The Facilities Manager shall be entitled to the following 13 paid holidays each contract year as

designated by the School Board:

New Year's Day
President's Day (when school is not in session)
Good Friday
Easter Monday (when school is not in session)
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving
Friday after Thanksgiving (when school is not in session)
Day before Christmas
Christmas
Day after Christmas

4. Sick Leave.

The Facilities Manager shall earn Paid Time Off which shall be used for all absences from work in all circumstances except emergency leave as approved by the School Board.

5. Emergency Leave.

The Facilities Manager may be granted paid emergency leave during the contract year at the direction of the School Board.

6. Bereavement Leave.

The Facilities Manager shall earn Paid Time Off which shall be used for all absences from work in all circumstances except emergency leave as approved by the School Board

7. Disability.

If the Facilities Manager is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated PTO, the District shall provide additional paid sick leave at a salary equal to 75 percent of the Facilities Manager's regular salary until the expiration of the waiting period for long term disability insurance. Pursuant to M.S. Chapter 176, the Facilities Manager on the job in the service of the District and collecting workers' compensation insurance may draw sick leave and receive full salary from the District, the salary to be reduced by an equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

ARTICLE IV INSURANCE

1. Health and Hospitalization and Dental.

The District shall offer the Facilities Manager fully paid premiums for the HSA Option medical insurance. This is a \$455.70 per month contribution toward individual health and hospitalization insurance or a \$1200.30 per month contribution toward a family health and hospitalization plan in 2024. The District contribution shall be revised each subsequent year to reflect the rates quoted to the District through the Minnesota Public Employees Insurance Program (PEIP). The Facilities Manager is responsible for any

additional premiums if selecting another coverage plan.

The District shall also provide a \$42.60 per month contribution toward an individual dental insurance plan or \$101.51 per month contribution toward family coverage under one of the School District's group plans in 2024. The District contribution shall be revised each subsequent year to reflect the rates quoted to the District through the Minnesota Public Employees Insurance Program (PEIP)

In the event that the terms of this agreement result in fines to the district under the Affordable Care Act, the district and Facilities Manager will re-open negotiations in good faith to avoid said fines to the District.

2. Life Insurance.

The District shall provide \$30,000 of coverage for the Facilities Manager, payable to their named beneficiary, at the expense of the School District.

3. Long Term Disability Insurance.

The District shall provide, at the District's expense, long term disability coverage for the Facilities Manager in the School District's group plan.

4. Claims Against the School District.

The eligibility of the Facilities Manager, or their dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

ARTICLE V OTHER BENEFITS

1. Tax Sheltered Annuities.

The Facilities Manager will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.

- a. The district will provide a matching contribution of: \$555 per year.
- b. The plan is subject to the rules of deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section I 23B.02, Subd. 15, and School District policy, and as otherwise provided by law.

ARTICLE VI SALARY

The Facilities Manager shall be paid a prorated annual base salary of \$37,019 for services

provided November 1, 2024 to June 30, 2025.

The annual base salary paid for services provided July 1, 2025 to June 30, 2026 shall be \$55,000. The annual salary shall be paid in accordance with standard School District payroll procedures.

ARTICLE VII OTHER PROVISIONS

1. Dues.

The Facilities Manager is encouraged to belong to and participate in appropriate professional organizations where such membership will serve the best interests of the District to include the Minnesota Educational Facility Management Professionals (MASMS). Accordingly, the District will pay such professional organization membership dues as are required, directed, or permitted, by the School Board. The Facilities Manager shall present appropriate statements for approval as provided by law.

2. Conferences and Meetings.

The District shall pay all legally valid expenses and fees for the Facilities Manager's attendance at professional conferences, and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. This includes MASMS conferences.

The Facilities Manager shall periodically report to the School Board relative to all meetings and conferences attended. The Facilities Manager shall file itemized expense statements to be processed and approved as provided by law.

3. Other Applicable Provisions.

a. Education Expenses

- i. The District shall pay all legally valid expenses and fees for the Facilities Manager to attend certificate or licensure programs for Heating Ventilation and Air Conditioning (HVAC) and Boiler Operation when preapproved by the School Board. The Facilities Manager will be required to repay the District for all educational expenses if they fail to perform the full term of this contract.

b. Computer Hardware and Software

- i. The District shall provide necessary hardware and software for District use while away from the office and other technology considered necessary for both onsite and remote services provided by the Facilities Manager. In the event of his/her termination of employment, the equipment and software will be returned to the district in working order. An annual review of laptop contents will be conducted by the School District to ensure the laptop was/is used for district purposes only.

c. Cell Phone

- i. The Facilities Manager shall be eligible to participate in the District cell phone plan pursuant to School Board Policy.

d. Vehicle Expense

- i. The Facilities Manager may utilize a District vehicle at District expense or be

compensated for authorized use of their private vehicle, according to District policy while on school business.

e. Indemnification and Provision of Counsel

- i. In the event that an action is brought or a claim is made against the Facilities Manager arising out of or in connection with their employment and the Facility Manager is acting within the scope of employment or official duties, the District shall defend and indemnify the Facilities Manager to the extent of the law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in M.S. Chapter 466.

**ARTICLE VIII
SEVERABILITY**

If any provision of this contract is held to be invalid by operation of law the remainder of the contract shall not be affected thereby and shall remain in full force and effect.

This contract shall be effective only upon signatures of the Facilities Manager and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

IN WITNESS WHEREOF,
I have subscribed my signature
this ___ day of October, 2024

IN WITNESS WHEREOF,
I have subscribed my signature
this ___ day of October, 2024

Facilities Manager

School Board Chair



Wrenshaw Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

NOTICE OF ASSIGNMENT
AT-WILL EMPLOYEE AGREEMENT
October 9, 2024 through June 30, 2025

To: Erin Riley

Assignment: Communications Coordinator

Job Description: Addendum A to this agreement

Term: At-Will employment through June 30, 2025

Compensation: Hourly wage at the rate of \$24 per hour

Schedule: Not to exceed (17.5) hours per bi-weekly pay period on a flexible schedule as assigned by the Superintendent

Direct Supervisor: Superintendent

Benefits: Emergency Safe and Sick Time (ESST) will accrue per state statute
Option for district paid single medical and dental premium
Reimbursement for authorized travel and expenses
All official district holidays are nonwork days

This notice represents the full scope of service and compensation during the term of this At-Will assignment.

Employee Signature

Date

School Board Clerk Signature

Date



Wrenshaw Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

NOTICE OF ASSIGNMENT
AT-WILL EMPLOYEE AGREEMENT
October 9, 2024 through June 30, 2025

To: Chloe Swanson

Assignment: Communications Coordinator

Job Description: Addendum A to this agreement

Term: At-Will employment through June 30, 2025

Compensation: Hourly wage at the rate of \$24 per hour

Schedule: Not to exceed (17.5) hours per bi-weekly pay period on a flexible schedule as assigned by the Superintendent

Direct Supervisor: Superintendent

Benefits: Emergency Safe and Sick Time (ESST) will accrue per state statute
Option for district paid single medical and dental premium
Reimbursement for authorized travel and expenses
All official district holidays are nonwork days

This notice represents the full scope of service and compensation during the term of this At-Will assignment.

Employee Signature

Date

School Board Clerk Signature

Date

FY25

COMMUNITY EDUCATION DIRECTOR SERVICE AGREEMENT

(Esko selling CE Director services to Wrenshall)

THIS AGREEMENT entered into between INDEPENDENT SCHOOL DISTRICT NO 99, ESKO PUBLIC SCHOOLS, hereinafter referred to as "ISD 99", and INDEPENDENT SCHOOL DISTRICT NO 100, WRENSHALL PUBLIC SCHOOL hereinafter referred to as "ISD 100".

RECITALS

The parties hereto recite and declare:

- A. ISD 99 is a public educational entity operating under the laws of the State of Minnesota
- B. ISD 100 is a public educational entity operating under the laws of the State of Minnesota
- C. ISD 100 desires and agrees to purchase and obtain community education services from ISD 99. ISD 99 desires and agrees to provide the community education services to ISD 100, as set forth herein.

FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES HERETO, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

DURATION OF AGREEMENT: The initial term of this Agreement shall commence on the 9th day of September 2024 and shall continue in full force and effect until the 30th day of June, 2025 unless terminated, extended, or modified by mutual agreement. This agreement will cover up to 3 hours a week but not to exceed 12 hours per month.

SERVICES PROVIDED, ISD 99 shall provide community education director services.

COMPLIANCE WITH POLICIES AND PROCEDURES

- A. ISD 99 agrees that its personnel/employees assigned to perform services under this contract shall fully comply with all policies and procedures of ISD 100. Any deficiency, failure, or refusal on the part of any employee/personnel of ISD 99 with regard to compliance with the policies and procedures of ISD 100 shall be brought to the attention of ISD 99 both orally and in written form.
- B. ISD 99 agrees that its personnel/employee assigned to perform services under this agreement shall conform to , and comply with, all federal and state laws dealing with the release and dissemination of data.

LIABILITIES AND INDEMNIFICATIONS

- A. ISD 99 shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees assigned to perform services under this agreement and arising directly or indirectly from the performance of those services.
- B. ISD 100 shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees.

TERMS TO BE EXCLUSIVE, The entire agreement between the parties with respect to the services provided hereunder is contained in this Agreement. The provisions of the Agreement are for the benefits of the parties hereto and not for the benefits of any other person or legal entity.

REPRESENTATION OF AUTHORITY TO SIGN, Each party represents and warrants that the person(s) signing and executing this agreement on its behalf has been properly authorized to do so by the governing board of each entity and that such action is taken consistent with its own by-laws, rules, procedures, and in accordance with the laws of the state of Minnesota.

FY25
COMMUNITY EDUCATION DIRECTOR SERVICE AGREEMENT
SIGNATURE PAGE

ISD 100 Wrenshall Public School

By _____

By _____

Its _____


Its _____

Date _____

Date _____

ISD 99 Esko Public Schools

By 

By 

Its Superintendent

Its Board Chair

Date 09/09/2024

Date 09/09/2024



Wrenshall Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

October 2, 2024

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) by and between [Independent School District 100] (“Employer”) and [Education Minnesota – Wrenshall (SSP)] (“Union”), collectively referred to hereinafter as “the parties” is entered into on this 2nd Day of October, 2024. This MOU sets forth the terms that the Parties have agreed upon to temporarily facilitate legislative updates for Earned Sick and Safe Time (ESST) due to take effect January 1, 2025.

Whereas, the Parties recognize the value of synchronizing human resources logistics at the start of a new school year with the pending legislative changes:

1. The intent of the MOU is to supplement the current Collective Bargaining Agreement (CBA) to address legislative changes due to take effect within the term of the current CBA.

Article X. Leaves of Absence

Section 2. Earned Sick and Safe Time (ESST):

Subd. 6. All sick leave earned prior to January 1, 2024, will be administered in accordance with the Collective Bargaining Agreement (CBA) in place on that date.

Subd. 7. All sick leave and ESST leave accrued after January 1, 2024, will be collectively administered by the District in accordance with modified statutory guidelines for ESST due to take effect January 1, 2025. As of September 1, 2024, employees may submit the appropriate leave request identifying whether they are electing to use ESST or other leave balances accrued within the CBA. All leave accounts within in the CBA will continue to accrue individually, while the guidelines for the use of accrued leave post-September 1, 2024 will solely follow ESST rules and requirements.

Subd. 8. Severance Clause: If any provision of Article VIII. is held to be invalid by operation of law to include Minnesota Statutes, section 181.9447, the remainder of the contract shall not be affected thereby and shall remain in full force and effect.

invalid by operation of law to include Minnesota Statutes, section 181.9447, the remainder of the contract shall not be affected thereby and shall remain in full force and effect.

Duration. This MOU is non-precedent setting and is governed by the underlying terms and conditions of the current CBA between the Parties. Nothing in this Agreement shall constitute a waiver or modification of any provision of the CBA unless expressly identified as such. This MOU will sunset on June 30, 2025, unless the Parties agree to extend in writing.

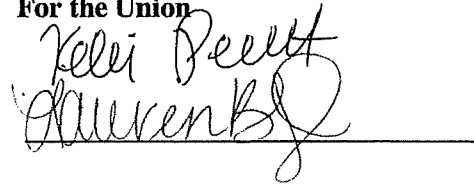
For the Employer:



Dated

10/2/24

For the Union



Dated

10/2/24

Estimate of Weekly CTE Transportation Expense				
Mileage	16	\$1.50	\$24.00	4 miles/day
Driver	10	\$20.00	\$200.00	2.5 hours/day
FICA			\$15.30	
PERA			\$15.00	
		Total	\$254.30	

STUDENT VOLUNTEER AGREEMENT

This Student Volunteer Agreement (“Agreement”) is made between Kelly Zywicki, 542 Ableiter Road, Wrenshall, MN 55797 (the “Owner”) and Independent School District No. 100, Wrenshall School District, 207 Pioneer Drive, Wrenshall, Minnesota 55797 (the “School District”), (collectively, the “Parties”).

WHEREAS, the Owner owns real property located at 542 Ableiter Road, Wrenshall, MN 55797 (the “Premises”);

WHEREAS, the Owner intends to construct a 24 x 24 detached garage on the Premises (the “Project”);

WHEREAS, the School District provides educational instruction regarding construction and industrial arts to high school students;

WHEREAS, the School District seeks to provide its high school students real-life experience in construction and industrial arts by assisting the Owner in the construction of the Project;

WHEREAS, the School District intends to provide instruction, supervision, and training to its high school students in the construction of residential homes on the Premises pursuant to the conditions set forth below in this Agreement;

WHEREAS, the Owner has agreed to allow the School District, and its students, to access and use the Premises pursuant to the conditions set forth below in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals**. The Recitals set forth herein above, are incorporated herein and made a material part hereof.
2. **License to Access and Use the Premises**. The Owner grants and licenses to the School District access to and use of the Premises for educational purposes only, which shall include the following: construction of a 24 x 24 detached garage. School District agrees to notify the Owner immediately if the Premises is in need of repair. Use of the Premises by the School District is limited to school days and school hours, and scheduling of students on-site shall be at the sole discretion of the School District.
3. **Term**. School District shall be entitled to access and use the Premises during the following dates:

From September 16, 2024 until completion of the Project, or earlier if this Agreement terminated pursuant to the terms of this Agreement.

4. **Compensation.** Owner and the School District shall have no obligation to one another for any compensation for the performance of this Agreement. The Owner shall have no obligation to provide any compensation to the School District's students for any work performed on the Premises pursuant to this Agreement.
5. **Owner to Furnish Building Materials.** The Owner shall furnish all building materials related to the Project.
6. **Owner to Permit Portable Toilet.** The Owner shall permit the School District to furnish a portable toilet for use solely by School District staff and students on the Premises.
7. **Authority of Owner.** The Owner shall have the sole authority over the design and plans of the Project, but shall not have any authority to supervise or direct the School District, its employees, or its students in the performance of this Agreement.
8. **Authority of School District.** The School District shall have the sole authority to direct and supervise any work by School District employees or students occurring on the Premises or in any way related to the Project by the School District, its employees, or its students.
9. **Relationship of Parties.** Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement. No employment status or relationship is created by this Agreement between Owner and the School District, and or between Owner and the School District's students.
10. **No Right of Ownership.** The School District agrees that this Agreement creates no legal right or claim of ownership in favor of the School District in the Premises whatsoever. The Premises shall be under the exclusive ownership and control of the Owner.
11. **Non-Exclusivity.** The School District's use of the Premises under this Agreement is non-exclusive. The Owner and her authorized licensees and invitees may use the Premises during the Term of this Agreement at any time. In the event a conflict arises in the use of the Premises between the Owner and the School District, the Owner shall be granted first priority over the School District.
12. **Prohibited Activities.** Notwithstanding any other term of this Agreement, the following activities are prohibited in or on the Premises while any student of the School District is present on the Premises: (1) possessing, serving, or consuming alcoholic beverages, (2) possessing, using, or consuming/smoking of any tobacco products, cannabis, or illegal substances, (3) the use of flammable, hazardous, or dangerous objects, chemicals, or substances, (4) the use or possession of any firearms, ammunition, or explosives, and (5) gambling.

13. **Insurance.** The Owner, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:
- a. **General Liability.** The Owner agrees to maintain general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from personal injury and contractually assumed liability. The School District shall be added to the policy as additional insured.
 - b. The Owner shall, prior to the commencement of any work under this Agreement, deliver to the School District a Certificate of Insurance as evidence that the above coverages are in full force and effect. The insurance requirements may be met through any combination of primary and umbrella/excess insurance. Owner's policies shall be the primary insurance to any other valid and collectible insurance available to the School District with respect to any claim arising out of the School District's performance under this Agreement.
14. **Application of School's Rules.** All statutes, rules and regulations that apply to School District and its students and employees shall apply to School District's access to and use of the Premises. Such rules are incorporated by reference to this Agreement. During the Term of this Agreement, Owner shall cooperate with the School District and its personnel.
15. **Security.** The School District shall be responsible for the safety and wellbeing of its students and employees and shall implement a security plan for its use of the Premises to ensure that its students and employees are safe and protected. The School District shall have an employee present at the Premises at all times when the Premises is being accessed or used for the permitted purposes of this Agreement. Students or other individuals affiliated with the School District shall not be permitted to access or use the Premises without a School District employee present. Notwithstanding any other provision of this Agreement, the Owner shall be responsible for locking and securing the Premises at the conclusion of each day.
16. **School District's Premises.** The School District shall be solely responsible for storing, maintaining, and securing any of the School District's property on the Premises. The Owner shall have no duty or responsibility for the safety, protection, or safeguarding of any School District property located on the Premises. The Owner shall not remove any of Owner's property located on the Premises without the prior written consent of the School District.
17. **Owner's Premises.** The Owner shall be solely responsible for storing, maintaining, and securing any of the Owner's property on the Premises. The School District shall have no duty or responsibility for the safety, protection, or safeguarding of any of Owner's property on the Premises. The School District shall not remove any of Owner's property located on the Premises without the prior written consent of the Owner.

18. **Compliance with Laws.** The Owner and the School District shall use the Premises in accordance with all applicable local, municipal, county, state and federal laws, regulations, rules and ordinances, now or hereafter in force.
19. **Termination.** Either Party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other Party. The School District may, in its sole discretion, immediately terminate this agreement for cause by providing written notice to the Owner.
20. **Assignment Prohibited.** Neither Party may assign or transfer all or any part of their rights or obligations under this Agreement.
21. **Indemnification.**
 - a. To the fullest extent permitted by law, Owner agrees to release, defend, indemnify, and hold harmless the School District, its board, officers, students, employees, agents, attorneys, and insurers from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with the Project, in relation to the Project, or as a result of Owner's negligent acts or omissions or in connection with Owner's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of the School District.
 - b. The School District shall give Owner reasonable notice of any such claim or action. In indemnifying or defending an Indemnitee, the Owner shall use legal counsel reasonably acceptable to the School District. The School District, at its option, shall have the right to select its own counsel or to approve joint counsel as appropriate (considering potential conflicts of interest) and any experts for the defense of claims. The Owner, at its expense, shall provide to the School District all information, records, statements, photographs, video, or other documents reasonably necessary to defend the Parties on any claims. Owner shall not settle or compromise any claim in which the School District has been named a party and for which Owner must indemnify the School District without a signed agreement approved by the School District.
 - c. The provisions of this section shall survive expiration or termination of this Agreement.
22. **Waiver and Assumption of Risk.**
 - a. The Owner hereby irrevocably waives any and all claims against the School District or any of its officials, employees, agents, or students for any bodily injury (including death or from any disease or virus), loss or property damage incurred by the Owner as a result of the School District or its students accessing and using

the Premises or working on the Project and hereby irrevocably releases and discharges School District and any of its officials, employees, agents, or students from any and all claims of liability. Owner's waiver and release of liability and assumption of risk shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

b. The provisions of this section shall survive expiration or termination of this Agreement.


23. **Owner's Obligations and Responsibilities.** The Owner shall act as general contractor in connection with the Project. The Owner expressly Agrees that the Project will abide by all local building and zoning regulations, and Owner further agrees that she shall obtain all permits, approvals, and licenses necessary for the Project. The Owner further assumes full responsibility for the compliance of the design and plans of the project with any applicable laws and with sound building and engineering practices.
24. **Data Practices.** All of the data created, collected, received, stored, used, maintained, or disseminated by the Owner in performing her duties pursuant to this Agreement is subject to the requirements of Chapter 13 of the Minnesota Statutes and the Owner must comply with the requirements of Minnesota Statute as if she were a government entity.
25. **Background Check.** Owner must perform a criminal background study for each employee, contractor, or other individual who will have access to the Premises during the same time as any student of the School District. If any employee, contractor, or other individual does not pass the background study, the Owner shall not permit said employee, contractor, or other individual to be present on the premises during the same time as any students of the School District. Copies of background studies shall be provided to the School District upon request.
26. **Non-Discrimination.** During the performance of this contract, the Owner shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Owner will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Owner shall also comply with any applicable federal or state laws regarding nondiscrimination.
27. **General Provisions.**
- a. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

- b. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- c. **Authority.** Each person signing this Agreement on behalf of a Party represents and warrants that the execution and performance of this Agreement by such party has been duly authorized by all necessary laws, resolutions, and corporate action, and this Agreement constitutes the valid, binding, and enforceable obligations of such Party in accordance with its terms.
- d. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. Any action arising out of this Agreement shall be venued in District Court in Carlton County.
- e. **Attorneys' Fees.** If either party employs an attorney to enforce its rights following a breach by the other party hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred thereby.
- f. **Captions.** Section headings contained in this Agreement are included for convenience only and form no part of the Agreement between the Parties.
- g. **Waiver.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- h. **Savings Clause.** If a court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.
- i. **Interpretation.** None of the Parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.
- j. **Independent Counsel Review.** The Parties have been afforded the right to have an independent attorney review this Agreement before signing it. By executing this Agreement, each Party acknowledges and agrees that they have been given a reasonable opportunity to have an independent attorney review this document and has executed this document only after having done so, or, only after reviewing the Agreement carefully and then intentionally waiving its right to do so.

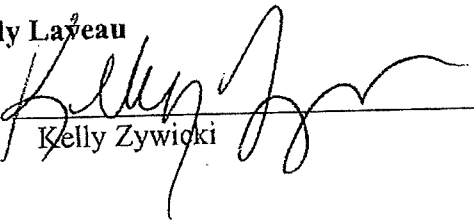
[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties caused this Agreement to be approved on the dates below.

Independent School District No. 100, Wrenshall Public Schools

By:  9/16/24
Its: Interim Superintendent Date

By: _____ Date _____
Its: _____

Kelly Laveau
By:  9.12.24
Its: Kelly Zywicki Date



Wrenshaw Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

Rates for Student Transportation Services 2024-2025

1. Regular "To and From" Routes: The per bus cost for all regular "to and from" routes, for the days of school operation A.M. and P.M.

Labor Costs	\$34.62/hour
Operation Costs	\$1.50/mile

2. Trips without a Chaperone (including practice bus):

Labor Costs	\$34.62/hour for the first hour \$23.13/hour for each additional hour One hour minimum per trip
Operation Costs	\$1.50/mile

3. Extra Curricular and Athletic Trips; Activity and Field Trips

Labor Costs	\$23.13/hour
Operation Costs	\$1.50/mile

- All trips include one-half (1/2) hour allowed for the driver to prepare, fuel, and clean the bus. This amounts to fifteen (15) minutes before and fifteen (15) minutes after return.
- Bus drivers shall be compensated for meals, with receipt, when driving through a meal period. This will not be paid when a driver receives a free meal.

DISCUSSION PAPER August 28, 2024

RE: Costing for Wrenshall ISD 100 for Cooperative Athletics and Activities

1. Background
 - a. Wrenshall Schools ISD 100 has an agreement with Carlton Schools ISD 93 for a cooperative student activities program – Carlton/Wrenshall Raptor Student Activities Cooperative (Cooperative)
 - b. Term of the agreement for the Cooperative is July 1, 2024 until June 30, 2025
 - c. Carlton ISD 93 provides the administration of the Cooperative pursuant to an Agreement executed dated June 21, 2024 and June 24, 2024 by the two Parties
 - d. Wrenshall ISD 100 operates on a typical five day school week for most weeks of the school calendar, whereas Carlton ISD 93 recently adopted a four day week
2. Student Transportation Services
 - a. Wrenshall ISD 100 owns and operates its own student transportation services with transportation employees employment included in a labor agreement with AFSCME, whereas Carlton ISD 93 contracts with 4.0 School Services for its student transportation services and its transportation employee terms of employment, as it applies to Carlton are addressed in the agreement between the Parties.
3. Issue: It is contemplated by the Parties that the transportation services required to serve the Cooperative will be provided in a shared manner, presumably on a 50/50 basis, and Wrenshall is interested in confirming the accuracy and fairness of the costing for Wrenshall ISD 100.
4. Suggested terms and conditions:
 - a. Wrenshall ISD 100 has several options for a costing matrix including:
 - i. Actual District Cost recent years
 - 1) Labor cost per AFSCME agreement
 - a) Extracurricular \$20/hour actual trip time plus 30 minutes pre-trip and post-trip (15 minutes each)
 - 2) Payroll taxes and surcharges
 - 3) District operating costs --fuel, insurance, supplies
 - a) 2023-24 actual = \$0.81 per mile
 - 4) District operating costs – repairs and maintenance
 - a) 2023-24 & 2022-23 actual = range of \$0.30 – 0.36 per mile
 - 5) District capital costs – e.g. depreciation or replacement cost
 - a) \$110,000 Class C bus cost

- b) Depreciation cost per year (life 12 years less \$5K trade-in)
= \$8,750 per year
- c) Class C route mileage estimate = 68,000
- d) $(\$110,000 - 5,000)/12 = \$8,750$ per year/ $68,000$ miles =
\$0.12 - 0.15 per mile

ii. Carlton ISD 93 Contract cost

1) Minimum cost for ISD 100:

- a) \$21.96 plus payroll taxes; \$1.35 per mile

iii. Area comparative costs for extracurricular trips

b. Suggestion for 2024-25

i. Labor cost for ISD 100 driver

- 1) \$20/hour actual trip time plus 30 minutes pre-trip and post-trip
(15 minutes each)
- 2) Payroll taxes + benefit cost add actual % (15-18%)

ii. Operating costs for ISD 100 transportation \$1.50 per mile

- c. Suggestion for school years after 2024-25 assuming the unit costs for fuel, insurance, repairs and parts don't change significantly, suggest increase in rates equal to aid increase approved by MN Legislature in the Basic Aid Formula for that year; example: year 2025-26 increase would be between 2% and 3%

5. Discussion

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM IS A PRIVILEGE

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

V. UNACCEPTABLE USES

- A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:
 - 1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:

- a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
 3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
 4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
 5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
 6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
 - a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
 - b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory

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

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

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

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.
7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
 8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
 9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
 10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an

unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

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

VI. FILTER

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Child pornography; or
 - 3. Harmful to minors.
- B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 - 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure, or discovery under Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer,

including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district's liability relative to:
 - a. Information stored on school district diskettes, hard drives, or servers.
 - b. Information retrieved through school district computers, networks, or online resources.
 - c. Personal property used to access school district computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
 - 3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
 - 4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
 - 5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
 - 6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.
 - 7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
 - 8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
 - 1. A copy of the user notification form provided to the student user.
 - 2. A description of parent/guardian responsibilities.
 - 3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
 - 4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
 - 5. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

- A. "Technology provider" means a person who:
 - 1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and
 - 2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.
- B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:
 - 1. identify each curriculum, testing, or assessment technology provider with access to educational data;
 - 2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
 - 3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

- D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.
- E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:
 - 1. the technology provider’s employees or contractors have access to educational data only if authorized; and
 - 2. the technology provider’s employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.
- F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider’s property.

XIV. SCHOOL-ISSUED DEVICES

- A. “School-issued device” means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student’s dedicated personal use. A school-issued device includes a device issued through a one-to-one program.
- B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:
 - 1. any location-tracking feature of a school-issued device;
 - 2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or
 - 3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.
- C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:
 - 1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;
 - 2. the activity is permitted under a judicial warrant;
 - 3. the school district is notified or becomes aware that the device is missing or stolen;
 - 4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;
 - 5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or

6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.
- D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XV. CELL PHONE USE

The school board directs the superintendent and school district administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

1. Cell phones and all mobile devices shall be **TURNED OFF** before the first bell rings and kept off and stored in lockers until the end of the day.
2. Smart watches can be worn but only used to check the time. Smart watches are **not** allowed to record at any point during the school day.
3. Earbuds should not be worn during a teacher's lesson.
4. Cell phones and all mobile devices shall be kept in a student's backpack or locker - not in clothing pockets.
5. Cell phones and all mobile devices are not allowed to be used in a classroom, the library, the common areas, the outdoors or in the restrooms.
6. Cell phones and all mobile devices can be turned back on at the end of the school day.
7. Cell phones and all mobile devices are not allowed to be used during transition times or between classes.
8. Picture phones are prohibited in locker rooms in compliance with MSHSL rules.
9. Students bringing communication devices to school should recognize the risk of theft. The school is not responsible for stolen property.
10. If a student needs to make an emergency call during the school day, they are to go to the main office.

XVI. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVII. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.
- D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.73 (School Cell Phone Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. 180, 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 194(2003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff’d* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

INTERNET USE AGREEMENT - STUDENT

STUDENT

I have read and do understand the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.

User's Full Name (please print): _____

User Signature: _____

Date: _____

PARENT OR GUARDIAN

As the parent or guardian of this student, I have read the school district policies relating to safety and acceptable use of the school district computer system and the Internet. I understand that this access is designed for educational purposes. The school district has taken precautions to eliminate controversial material. However, I also recognize it is impossible for the school district to restrict access to all controversial materials and I will not hold the school district or its employees or agents responsible for materials acquired on the Internet. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

Parent or Guardian's Name (please print): _____

Parent or Guardian's Signature: _____

SUPERVISING TEACHER

(Must be signed if applicant is a student)

I have read the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to promote these policies with the student. Because the student may use the Internet on the school district computer system for individual work or in the context of another class, I cannot be held responsible for the student's use of the Internet on network. As the supervising teacher I do agree to instruct the student on acceptable use of the Internet and network and proper network etiquette.

Teacher's Name (please print): _____

Teacher's Signature: _____

INTERNET USE AGREEMENT - EMPLOYEE

SCHOOL DISTRICT EMPLOYEE

I have read and do understand the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.

User's Full Name (please print): _____

User Signature: _____

Date: _____

Adopted: _____

MSBA/MASA Model Policy 204

Orig. 1995

Revised: _____

Rev. 2024

204 SCHOOL BOARD MEETING MINUTES

[NOTE: The provisions of this policy are required by statute.]

I. PURPOSE

The purpose of this policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

III. MAINTENANCE OF MINUTES AND RECORDS

A. The clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law must be recorded in a journal or minutes kept for that purpose. Public records maintained by the school district must be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

B. Recordings of Closed Meetings

1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the school district's expense. Recordings of closed meetings shall be made separately from the recordings of an open meeting to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.
2. Recordings of closed meetings shall be preserved by the school district for the following time periods:
 - a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.
 - b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.
 - c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.
 - d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.

- e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.
3. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:
 - a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.
 - b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.
 - c. Recordings of any other closed meetings shall be classified and/or released as required by court order.
 4. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.
 5. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:
 - a. The date of the closed meeting;
 - b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and
 - c. The classification of the data.
 6. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

- A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.

[NOTE: In 2024, the Minnesota legislature enacted two laws regarding publication of school board minutes. Under Chapter 109 (2024), five school districts are authorized to publish their minutes on their websites; this section expires on August 1, 2026.

Under Chapter 115 (2024), the Minnesota legislature enacted the following:

(a) Notwithstanding any law to the contrary, when a qualified newspaper designated by a school district ceases to exist for any reason except consolidation with another newspaper, the school district may publish its proceedings on the school district's website instead of publishing the proceedings in a newspaper. The school district must also request that the same information be posted at each public library located within the school district for the notice's publication period. This section expires August 1, 2026.

(b) If, before August 1, 2026, there is a newspaper located within a school district's boundaries that is qualified to be designated as the school district's official newspaper pursuant to Minnesota Statutes, section 331A.04, then the exemption provided in this section shall not apply, provided that the qualified newspaper's legal rate is not more than ten percent above the rate charged by the school district's previous official newspaper and the qualified newspaper provides some coverage of the activities of the school district that is publishing the notice.

[NOTE: MSBA has not inserted paragraph (a) into this model policy because its application is limited to specific circumstances and for a defined period. School districts that meet the conditions in paragraph (a) may choose to publish on the school district's website.]

- B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.
- C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

Legal References: Minn. Stat. § 13D.01, Subds. 4-6 (Meetings Must be Open to the Public; Exceptions Open Meeting Law)

Minn. Stat. § 123B.09, Subd. 10 (Boards of Independent School Districts)

Minn. Stat. § 123B.14, Subd. 7 (Officers of Independent School Districts)

Minn. Stat. § 331A.01 (Definitions)

Minn. Stat. § 331A.05, Subd. 8 (Form of Public Notices)

Minn. Stat. § 331A.08, Subd. 3 (Computation of Time)

Op. Atty. Gen. 161-a-20, December 17, 1970

Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

Adopted: _____

MSBA/MASA Model Policy 204

Orig. 1995

Revised: October, 2024

Rev. 2024

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 - c. Recordings of any other closed meetings shall be classified and/or released as required by court order.
4. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.
5. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:
 - a. The date of the closed meeting;
 - b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and
 - c. The classification of the data.
6. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

- A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.

Under Chapter 115 (2024), the Minnesota legislature enacted the following:

(a) Notwithstanding any law to the contrary, when a qualified newspaper designated by a school district ceases to exist for any reason except consolidation with another newspaper, the school district may publish its proceedings on the school district's website instead of publishing the proceedings in a newspaper. The school district must also request that the same information be posted at each public library located within

the school district for the notice's publication period. This section expires August 1, 2026.

(b) If, before August 1, 2026, there is a newspaper located within a school district's boundaries that is qualified to be designated as the school district's official newspaper pursuant to Minnesota Statutes, section 331A.04, then the exemption provided in this section shall not apply, provided that the qualified newspaper's legal rate is not more than ten percent above the rate charged by the school district's previous official newspaper and the qualified newspaper provides some coverage of the activities of the school district that is publishing the notice.

- B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.
- C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

Legal References: Minn. Stat. § 13D.01, Subds. 4-6 (Meetings Must be Open to the Public; Exceptions)
Minn. Stat. § 123B.09, Subd. 10 (Boards of Independent School Districts)
Minn. Stat. § 123B.14, Subd. 7 (Officers of Independent School Districts)
Minn. Stat. § 331A.01 (Definitions)
Minn. Stat. § 331A.05, Subd. 8 (Form of Public Notices)
Minn. Stat. § 331A.08, Subd. 3 (Computation of Time)
Op. Atty. Gen. 161-a-20, December 17, 1970
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

Adopted: _____

MSBA/MASA Model Policy 207

Orig. 1995

Revised: _____

Rev. 202422

207 PUBLIC HEARINGS

I. PURPOSE

The school board recognizes the importance of obtaining public input on matters properly before the school board during a public hearing. The purpose of this policy is to establish procedures to efficiently receive public input.

II. GENERAL STATEMENT OF POLICY

For the school board to efficiently receive public input on matters properly before the school board, the school board establishes the procedures set forth in this policy are established.

III. PROCEDURES

A. Public Hearings

Public hearings are required by law concerning certain issues, including but not limited to, school closings (Minnesota Statutes, section 123B.51), education district establishment (Minnesota Statutes, section 123A.15), and agreements for secondary education (Minnesota Statutes, section 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the school board's discretion.

B. Notice of Public Hearings

Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the school board.

C. Public Participation

The school board retains the right to require that those in attendance at a public hearing indicate their desire to address the school board and complete and file with the clerk of the school board an appropriate request card prior to commencement of the hearing if the school board utilizes this procedure. In that case, any request to address the school board after the commencement of the hearing will be granted only at the school board's discretion.

1. Format of Request: If required by the school board, a written request of an individual or a group to address the school board shall contain the name ~~and address~~ of the person or group seeking to address the school board. It shall also contain the name of the group represented, if any, and a brief statement of the subject to be covered or the issue to be addressed.

[NOTE: The word 'address' is removed here to align this provision with the removal of 'address' from Model Policy 206.]

2. Time Limitation: The school board retains the discretion to limit the time for each presentation as needs dictate.
3. Groups: The school board retains the discretion to require that any group of persons who desire to address the school board designate one representative or spokesperson. If the school board requires designation of a representative or spokesperson, no other person in the group will be recognized to address the school board, except as the school board otherwise determines.
4. Privilege to Speak: A school board member should direct remarks or questions through the chair. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
5. Personal Attacks: Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
6. Limitations on Participation: Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary to provide an orderly, efficient, and fair opportunity to be heard.

Legal References:

Minn. Stat. § 123A.15 (Establishing Education Districts)
 Minn. Stat. § 123A.30 (Agreements for Secondary Education)
 Minn. Stat. § 123B.51 (School houses and Sites; Uses for School and Nonschool Purposes; Closings)

Cross References:

MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

Adopted: _____

MSBA/MASA Model Policy 207

Orig. 1995

Revised: October, 2024

Rev. 2024

207 PUBLIC HEARINGS

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For the school board to efficiently receive public input on matters properly before the school board, the school board establishes the procedures set forth in this policy are established.

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Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the school board.

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5. Personal Attacks: Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
6. Limitations on Participation: Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary to provide an orderly, efficient, and fair opportunity to be heard.

Legal References: Minn. Stat. § 123A.15 (Establishing Education Districts)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Non-school Purposes; Closings)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

201 LEGAL STATUS OF THE SCHOOL BOARD

I. PURPOSE

The care, management, and control of the schools is vested by statutory and constitutional authority in the school board. The school board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties, and powers of the school board in carrying out its mission.

II. GENERAL STATEMENT OF POLICY

- A. The school board is the governing body of the school district. As such, the school board has responsibility for the care, management, and control over public schools in the school district.
- B. Generally, elected members of the school board have binding authority only when acting as a school board legally in session, except where specific authority is provided to school board members or officers individually. Generally, the school board is not bound by an action or statement on the part of an individual school board member unless the action is specifically directed or authorized by the school board.

III. DEFINITION

"School board" means the governing body of the school district.

IV. ORGANIZATION AND MEMBERSHIP

- A. The membership of the school board consists of six elected directors, or seven if the school board has submitted the question to the electors and a majority have approved a seven-member school board. The term of office is four years.
- B. There may be other ex officio members of the school board as provided by law. The superintendent is an ex officio member.
- C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

V. POWERS AND DUTIES

- A. The school board has powers and duties specified by statute. The school board's authority includes implied powers in addition to specific powers granted by the legislature.

- B. The school board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.
- C. The school board shall superintend and manage the schools of the school district; adopt rules for their organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts.
- D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.
- E. The school board, among other duties, shall perform the following in accordance with applicable law:
 - 1. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;
 - 2. conduct the business of the schools and pay indebtedness and proper expenses;
 - 3. employ and contract with necessary qualified teachers and discharge the same for cause;
 - 4. provide services to promote the health of its pupils;
 - 5. provide school buildings and erect needed buildings;
 - 6. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;
 - 7. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;
 - 8. employ and discharge necessary employees and contract for other services;
 - 9. provide for transportation of pupils to and from school, as governed by statute; and
 - 10. procure insurance against liability of the school district, its officers, and employees.
- F. The school board, at its discretion, may perform the following:
 - 1. provide library facilities, public evening schools, adult and continuing education programs, summer school programs, and intersession classes of flexible school year programs;
 - 2. furnish school lunches for pupils and teachers on such terms as the school board determines;
 - 3. enter into agreements with one or more other independent school districts to provide for agreed upon educational services;
 - 4. lease rooms or buildings for school purposes;
 - 5. authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;

6. authorize cocurricular and extracurricular activities;
7. receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose; and
8. perform other acts as the school board shall deem to be reasonably necessary or required for the governance of the schools.

Legal References: Minn. Stat. § 123A.22 (Cooperative Centers for Vocational Education)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)
Minn. Stat. § 123B.23 (Liability Insurance; Officers and Employees)
Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)
Minn. Stat. § 123B.85 (Definitions)
Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233 (1924)

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 203 (Operation of the School Board -Governing Rules)
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

202 SCHOOL BOARD OFFICERS

I. PURPOSE

School board officers are charged with the duty of carrying out the responsibilities entrusted to them for the care, management, and control of the public schools of the school district. The purpose of this policy is to delineate those responsibilities.

II. GENERAL STATEMENT OF POLICY

- A. The school board shall meet annually and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. At its option, the school board may appoint a vice-chair to serve in the temporary absence of the chair.
- B. The school board shall appoint a superintendent who shall be an ex officio, nonvoting member of the school board.

III. ORGANIZATION

The school board shall meet annually on the first Monday in January, or as soon thereafter as practicable, and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. These officers shall hold office for one year and until their successors are elected and qualify.

- A. The persons who perform the duties of clerk and treasurer need not be members of the school board.
- B. The school board by resolution may combine the duties of the offices of clerk and treasurer in a single person in the office of business affairs.

IV. OFFICER'S RESPONSIBILITIES

- A. Chair
 - 1. The chair when present shall preside at all meetings of the school board, countersign all orders upon the treasurer for claims allowed by the school board, represent the school district in all actions, and perform all duties a chair usually performs.
 - 2. In case of absence, inability, or refusal of the clerk to draw orders for the payment of money authorized by a vote of the majority of the school board to be paid, the chair may draw the orders, or the office of the clerk may be declared vacant by the chair and treasurer and filled by appointment.

B. Treasurer

1. The treasurer shall deposit the funds of the school district in the official depository.
2. The treasurer shall make all reports which may be called for by the school board and perform all duties a treasurer usually performs.
3. In the event there are insufficient funds on hand to pay valid orders presented to the treasurer, the treasurer shall receive, endorse, and process the orders in accordance with Minnesota Statutes section 123B.12.

C. Clerk

1. The clerk shall keep a record of all meetings in the books provided.
2. Within three days after an election, the clerk shall notify all persons elected of their election.
3. On or before September 15 of each year, the clerk shall:
 - a. file with the school board a report of the revenues, expenditures, and balances in each fund for the preceding fiscal year.
 - b. make and transmit to the Commissioner of the Minnesota Department of Education (Commissioner) certified reports, showing:
 - (1) revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the Commissioner;
 - (2) length of school term and enrollment and attendance by grades; and
 - (3) other items of information as called for by the commissioner.
4. The clerk shall enter into the clerk's record book copies of all reports and of the teachers' term reports, and of the proceedings of any meeting, and keep an itemized account of all expenses of the school district.
5. The clerk shall furnish to the county auditor, on or before September 30 of each year, an attested copy of the clerk's record, showing the amount of proposed property tax voted by the school district or the school board for school purposes.
6. The clerk shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the school board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
7. The clerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.
8. The clerk shall perform the duties of the chair in the event of the chair's and the vice-chair's temporary absences.

D. Vice-Chair [Optional]

The vice-chair shall perform the duties of the chair in the event of the chair's temporary absence.

E. Superintendent

1. The superintendent shall be an ex officio, nonvoting member of the school board.
2. The superintendent shall perform the following:
 - a. visit and supervise the schools in the school district, report and make recommendations about their condition when advisable or on request by the school board;
 - b. recommend to the school board employment and dismissal of teachers;
 - c. annually evaluate each school principal assigned responsibility for supervising a school building within the district;
 - d. superintend school grading practices and examinations for promotions;
 - e. make reports required by the commissioner; and
 - f. perform other duties prescribed by the school board.

Legal References: Minn. Stat. § 123B.12 (Insufficient Funds to Pay Orders)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)
Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 126C.17 (Referendum Revenue)
Minn. Stat. Ch. 205A (School District Elections)

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)

Adopted: December 2008

ISD 100 Wrenshall Policy 203

Orig. 1995

Revised: No change February 2023

Rev. 2009

203 OPERATION OF THE SCHOOL BOARD – GOVERNING RULES

I. PURPOSE

The purpose of this policy is to provide governing rules for the conduct of meetings of the school board.

II. GENERAL STATEMENT OF POLICY

An orderly school board meeting allows school board members to participate in discussion and decision of school district issues. Rules of order allow school board members the opportunity to review school-related topics, discuss school business items, and bring matters to conclusion in a timely and consistent manner.

III. RULES OF ORDER

Rules of order for school board meetings shall be as follows:

- A. Minnesota statutes where specified;
- B. Specific rules of order as provided by the school board consistent with Minnesota statutes; and
- C. *Robert's Rules of Order* (latest edition) where not inconsistent with A. and B., above.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 123B.09, Subds. 6, 7, and 10 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)

Cross References: None

203.1 SCHOOL BOARD PROCEDURES; RULES OF ORDER

I. PURPOSE

The purpose of this policy is to provide specific rules of order to conduct meetings of the school board.

II. GENERAL STATEMENT OF POLICY

To ensure that school board meetings are conducted in an orderly fashion, the school board will follow rules of order which will allow the school board:

- A. To establish guidelines by which the business of the school board can be conducted in a regular and internally consistent manner;
- B. To organize the meetings so all necessary matters can be brought to the school board and decisions of the school board can be made in an orderly and reasonable manner;
- C. To insure that members of the school board have the necessary information to make decisions on substantive issues and to insure adequate discussion of decisions to be made; and
- D. To insure that meetings and actions of the school board are conducted so as to be informative to the staff and the public, and to produce a clear record of actions taken and decisions made.

III. RULES OF ORDER

- A. School board members need not rise to gain the recognition of the chair.
- B. A motion will be adopted or carried if it receives the affirmative votes of a majority of those actually voting on the matter. Abstentions are considered to be acquiescence to the vote of the majority. It should be noted that some motions by statute or Robert's Rules of Order require larger numbers of affirmative votes.
- C. All motions that require a second shall receive a second prior to opening the issue for discussion of the school board. If a motion that requires a second does not receive a second, the chair may declare that the motion fails for lack of a second or may provide the second. The names of the members making and seconding a motion shall be recorded in the minutes.
- D. The chair shall decide the order in which school board members will be recognized to address an issue. An attempt should be made to alternate between pro and con positions if appropriate to the discussion. A member shall only speak to an issue after the member is recognized by the chair.
- E. The chair shall rule on all questions relating to motions and points of order brought before the school board.

- F. A ruling by the chair is subject to appeal to the full school board pursuant to Robert's Rules of Order.
- G. The school board shall have authority to recognize any member of the audience regarding a request to be heard at the school board meeting. Members of the public who wish to be heard shall follow school board procedures.
- H. The chair has the authority to declare a recess at any time for the purpose of restoring decorum to the meeting or for any other necessary purpose.
- I. The chair shall repeat a motion or the substance of a motion prior to the vote. The chair shall call for an affirmative and a negative vote on all motions.
- J. The order in which names will be called for roll call votes will be determined by the school board.
- K. The chair has the same right and responsibility as each school board member to vote on all issues.
- L. The chair shall announce the result of each vote. The vote of each member, including abstentions, shall be recorded in the minutes. If the vote is unanimous, it may be reflected as unanimous in the minutes if the minutes also reflect the members present.
- M. A majority of the voting members of the school board constitute a quorum. The absence of a quorum may be raised by the chair or any member. Generally, any action taken in the absence of a quorum is null and void. The only legal actions the school board may take in the absence of a quorum are to fix the time at which to adjourn, to adjourn, to recess or to take measures to obtain a quorum.

Legal References: Minn. Stat. § 13D.01, Subd. 4 (Open Meeting Law)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 123B.09, Subds. 6 and 7 (Boards of Independent School Districts)
Minn. Stat. § 126C.53 (Enabling Resolution; Form of Certificates of Indebtedness)
Minn. Stat. § 331A.01, Subd. 6 (Newspapers; Definitions)
Minn. Stat. § 331A.04, Subd. 6 (Newspapers; Exception to Designation Priority)
Minn. Stat. § 471.88 (Exceptions)

Cross References: MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)

203.2 ORDER OF THE REGULAR SCHOOL BOARD MEETING

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. ORDER

- A. The school board shall conduct an orderly school board meeting.
- B. The public comment period shall be available for 30 minutes prior to each regular business meeting in accordance with Policy 206 and 206A.
- C. The school board will, at all regular school board meetings, follow an agenda order similar to:
 1. Call to Order
 2. Pledge of Allegiance
 3. Roll Call
 4. Adoption of Agenda
 5. Regular Business
 - 5.a. Approval of Minutes
 - 5.b. Accept Business Office Report
 - 5.c. Approval of Consent Agenda
 6. Informational Items
(Items in this order may be considered as part of a consent agenda.)
 7. Action Items
 8. Future Meetings
 9. Adjournment.

- D. The school board may depart from the order of business with the consent of the majority of members present.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (Boards of Independent School Districts)

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

203.5 SCHOOL BOARD MEETING AGENDA

I. PURPOSE

The purpose of this policy is to provide procedures for the preparation of the school board meeting agenda to ensure that the school board can accomplish its business as efficiently and expeditiously as possible.

II. GENERAL STATEMENT OF POLICY

The policy of the school board is that school board meetings shall be conducted in a manner to allow the school board to accomplish its business while allowing reasoned debate and discussion of each matter to be acted upon.

III. PROCEDURES

- A. While all school board members may provide input, it shall be the responsibility of the school board chair and superintendent to develop, prepare, and arrange the order of items for the tentative school board meeting agenda for each school board meeting.
- B. Persons wishing to place an item on the agenda must make a request to the school board chair or superintendent in a timely manner. The person making the request is encouraged to state the person's name, address, purpose of the item, action desired, and pertinent background information. The chair and superintendent shall determine whether to place the matter on the tentative agenda.
- C. The tentative agenda and supporting documents shall be sent to the school board members three (3) days prior to the scheduled school board meeting.
- D. Items may only be added to the agenda by a motion adopted at the meeting. If an added item is acted upon, the minutes of the school board meeting shall include a description of the matter.
- E. At least one copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and: (i) distributed at the meeting to all members of the governing body; (ii) distributed before the meeting to all members; or (iii) available in the meeting room to all members shall be available in the meeting room for inspection by the public while the school board considers their subject matter. This does not apply to materials classified by law as other than public or to materials relating to the agenda items of a closed meeting.

Legal References: Minn. Stat. § 13D.01, Subd. 6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 7 (Boards of Independent School Districts)
Dept. of Admin. Advisory Op. No. 10-013 (April 29, 2010)

Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 13-015 (December 23, 2013)

Cross References: MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)
MSBA/MASA Model Policy 203.6 (Consent Agendas)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 207 (Public Hearings)

203.6 CONSENT AGENDAS

I. PURPOSE

The purpose of this policy is to allow the use of a consent agenda.

II. GENERAL STATEMENT OF POLICY

In order for a more efficient administration of school board meetings, the school board may elect to use a consent agenda for the passage of noncontroversial items or items of a similar nature.

III. CONSENT AGENDAS

- A. The superintendent, in consultation with the school board chair, may place items on the consent agenda. By using a consent agenda, the school board has consented to the consideration of certain items as a group under one motion. Should a consent agenda be used, an appropriate amount of discussion time will be allowed to review any item upon request.
- B. Consent items are those which usually do not require discussion or explanation prior to school board action, are noncontroversial and/or similar in content, or are those items which have already been discussed and/or explained and do not require further discussion or explanation. Such agenda items might include ministerial tasks such as, but not limited to, the approval of the agenda, approval of previous minutes, approval of bills, approval of reports, etc. These items might also include similar groups of decisions such as, but not limited to, approval of staff contracts, approval of maintenance details for the school district buildings and grounds or approval of various schedules.
- C. Items shall be removed from the consent agenda by a timely request by an individual school board member for independent consideration. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the school board. An item removed from the consent agenda will then be discussed and acted on separately immediately following the consideration of the consent agenda.
- D. Consent agenda items are approved en masse by one vote of the school board. The consent agenda items shall be separately recorded in the minutes.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

205 OPEN MEETINGS AND CLOSED MEETINGS

I. PURPOSE

- A. The school board embraces accountability and transparency in the conduct of its business, in the belief that openness produces better programs, more efficient administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.
- B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting an individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

- A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.
- B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

"Meeting" means a gathering of at least a quorum of school board members—or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

IV. PROCEDURES

- A. Meetings
 - 1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at the school district office. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its regular meeting schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

- a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.
- b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings. This notice shall be posted and mailed or delivered at least three days before the date of the meeting.
- c. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.
- d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.
- e. The school board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than sixty (60) days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

- a. An emergency meeting is a special meeting called because of circumstances that, in the school board's judgment, require immediate consideration.
- b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.
- c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.
- d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.
- e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.
- f. Notice shall include the subject of the meeting.

- g. Posted or published notice of an emergency meeting shall not be required.
- h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least twenty-four (24) hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Meetings during Pandemic or Chapter 12 Emergency

In the event of a health pandemic or an emergency declared under Minnesota Statutes chapter 12, a meeting may be conducted by telephone or interactive technology in compliance with Minnesota Statutes section 13D.021.

8. Meetings by Interactive Technology

A meeting may be conducted by interactive technology, Zoom, Skype, or other similar electronic means in compliance with Minnesota Statutes section 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal or minutes kept for that purpose. The journal or any minutes used to record votes of a meeting must be open to the public during all normal business hours at the school district's administrative offices.

C. Written Materials

- 1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.
- 2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Open Meetings and Data

1. Meetings may not be closed to discuss data that are not public data, except as provided under Minnesota law.
2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.
3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

- a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to Minnesota's Public Employment Labor Relations Act (PELRA)
- b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings of a closed meeting to discuss negotiation strategies shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation meetings, and hearings between the school board and its employees or their respective representatives are public meetings. Mediation meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Allegations or Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Privilege Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, for example, regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

- a. A hearing on dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.
- b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent, or guardian requests an open hearing.
- c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

- a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within fourteen (14) days of that decision.
- b. If the coach requests the reasons for the nonrenewal, the school board must give the coach its reasons in writing within ten (10) days of receiving the request. The existence of parent complaints must not be the sole reason for the school board not to renew a coaching contract.
- c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.

- d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minnesota Statutes section 13D.05 to discuss educational or certain other nonpublic data.
- e. A meeting closed for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

- a. Any portion of a meeting must be closed if the following types of data are discussed:
 - (1) data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;
 - (2) active investigative data collected or created by a law enforcement agency;
 - (3) educational data, health data, medical data, welfare data, or mental health data that are not public data; or
 - (4) an individual's personal medical records.
- b. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

- a. The school board may close a meeting:
 - (1) to determine the asking price for real or personal property to be sold by the school district;
 - (2) to review confidential or nonpublic appraisal data; and
 - (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.
- b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.
- c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically

identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

- d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

- a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.
- b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.
- c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.
- d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures)
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach)
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination)
Minn. Stat. § 179A.14, Subd. 3 (Negotiation Procedures)
Minn. Rules Part 5510.2810 (Petition for Mediation)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)

The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied.* (Minn. 1993)
 Dept. of Admin. Advisory Op. No. 21-003 (April 19, 2021)
 Dept. of Admin. Advisory Op. No. 21-002 (January 13, 2021)
 Dept. of Admin. Advisory Op. No. 19-012 (October 24, 2019)
 Dept. of Admin. Advisory Op. No. 19-008 (May 22, 2019)
 Dept. of Admin. Advisory Op. No. 19-006 (April 9, 2019)
 Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)
 Dept. of Admin. Advisory Op. No. 17-005 (June 22, 2017)
 Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)
 Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
 Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
 Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
 Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)
 Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
 Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
 Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

Cross References:

MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
 MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
 MSBA/MASA Model Policy 207 (Public Hearings)
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
 MSBA Law Bulletin "C" (Minnesota's Open Meeting Law)

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

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

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

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

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

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

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

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

IV. RIGHTS TO PRIVACY

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

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

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

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

VI. PROCEDURES

A. Agenda Items

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

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

B. Complaints

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

C. Open Forum

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

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

D. No Board Action at Same Meeting

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

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

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

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

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

Adopted: _____

206 Addendum Public Participation at School Board Meetings Procedures

I. General Statement of Policy

Public comment prior to each Regular School Board meeting is an opportunity for any person of the School District to address the Board. After being recognized by the Chair, each individual will identify themselves and the group that they represent, if any.

To ensure that all individuals have a chance to participate, speakers will be limited to one three-minute presentation. The public comment period prior to the Regular School Board meeting is considered to be a listening session. The board may ask clarifying questions or seek additional information, but they will not make decisions during the public comment period. The board directors may choose to follow up with individuals at another time outside of the meeting or direct individuals to school administration for follow up.

The Minnesota Government Data Practices Act prohibits comment about specific student matters, even without naming the student in a public meeting. This includes the public comment period prior to a school board meeting. The Board respects and values input on student matters, but when it relates to a specific student or to a specific student matter, such input must be heard by the appropriate school personnel and not in an open meeting.

II. Procedure

1. Contact the school superintendent in advance or sign-in with the district administrative support person prior to the start of the 5:30 p.m. public comment period.
2. The Chair will call upon speakers in the order that they have been signed in.
3. When called upon, please approach the board and use the microphone provided.
4. If presenting as a group, please identify one spokesperson.
5. The Chair will close the public comment period and recess the board for five minutes prior to calling the regular school board meeting to order.

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policies shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form that is sufficiently explicit to guide administrative action.

III. DEVELOPMENT OF POLICY

- A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district. School district policy provides the school board's general direction for the school district while delegating policy implementation to the administration.
- B. The school district's policies provide guidelines and goals to the school community. The policies are the basis for guidelines and directives created by the administration. The school board shall determine the effectiveness of policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a school board member, employee, student, or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION AND REVIEW OF POLICY

- A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings.
- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a meeting after the two meetings at which public input was received. The policy will be effective on the latter of the date of passage or the date stated in the motion.
- C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The policy adopted in an emergency shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency.

- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

V. IMPLEMENTATION OF AND ACCESS TO POLICY

- A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.
- B. Each school board member shall have access to school district policies. A copy of the school district policies shall be placed in the office of each school attendance center and in the central school district office and shall be available for reference purposes to other interested persons.
- C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy current.
- D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 506 Student Discipline; 722 Public Data Requests; and 806 Crisis Management Policy.
- E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

Cross References: MSBA/MASA Model Policy 305 (Policy Implementation)

209 CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to assist the individual school board member in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

A. AS A MEMBER OF THE SCHOOL BOARD, I WILL:

1. Attend school board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the school board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a school board member.

B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER, I WILL:

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.

5. Work through the superintendent – not over or around the superintendent.
 6. Delegate the implementation of school board decisions to the superintendent.
- C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:
1. Respect the rights of others to have and express opinions.
 2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.
 3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.
 4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.
 5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.
 6. Insist that committees be appointed to serve only in an advisory capacity to the school board.
- D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:
1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.
 2. Attempt to obtain adequate financial support for the school district's programs.
 3. Insist that business transactions of the school district be ethical and open.
 4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.
- E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:
1. Hold the superintendent responsible for the administration of the school district.
 2. Give the superintendent authority commensurate with his or her responsibilities.
 3. Assure that the school district will be administered by the best professional personnel available.
 4. Consider the recommendation of the superintendent in hiring all employees.
 5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.
 6. Insist the superintendent keep the school board adequately informed at all times.
 7. Offer the superintendent counsel and advice.

8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.
9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.
10. Present any personal criticisms of employees to the superintendent.
11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my work as a school board member.
2. Comply with all school district policies as adopted by the school board.
3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.
4. Recognize that school district business may be legally transacted only in an open meeting of the school board.
5. Avoid conflicts of interest and refrain from using my school board position for personal gain.
6. Take no private action that will compromise the school board or administration.
7. Guard the confidentiality of information that is protected under applicable law.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: None

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
 - 1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minnesota Statutes chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes. Disclosure shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and need only be made once;
 - 2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;
 - 3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;
 - 4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
 - a. The school board shall authorize the contract in advance of its

performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.

- b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
- c. Before a claim is paid, the interested school board member shall file with the clerk of the school board an affidavit stating:
 - (1) The name of the school board member and the office held;
 - (2) An itemization of the goods or services furnished;
 - (3) The contract price;
 - (4) The reasonable value;
 - (5) The interest of the school board member in the contract; and
 - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
- 5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract.
- 6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.
- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting at which all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee only if there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$20,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting at which all school board members are present, that employment is immediately terminated and that school board member has no further rights to employment while serving as a school board member in the school district.
- D. The school board may contract with a class of school district employees, such as teachers or custodians, when the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. For the school board to invoke this exception, it must have a majority of disinterested school board

members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting in which the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

- A. The school board must hire or dismiss teachers only at duly called meetings. When a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References: Minn. Stat. § 122A.40, Subd. 3 (Employment; Contracts; Termination)
Minn. Stat. § 123B.195 (Board Member's Right to Employment)
Minn. Stat. § 471.87 (Public Officers, Interest in Contract; Penalty)
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)
Op. Atty. Gen. 437-A-4, March 15, 1935
Op. Atty. Gen. 90-C-5, July 30, 1940
Op. Atty. Gen. 90-A, August 14, 1957

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)

211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT

I. PURPOSE

The purpose of this policy is to provide guidance about the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.
- B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.
- C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

III. CIVIL ACTIONS

- A. Pursuant to Minnesota Statutes section 466.07, subdivision 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.
- B. Pursuant to Minnesota Statutes section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.
- C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 and to the Family Educational Rights and Privacy Act, 20 United States Code section 1232g,

and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

D. Service of Subpoenas

School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

IV. CRIMINAL CHARGES OR CONDUCT

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.
2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.
3. Pursuant to Minnesota Statutes section 123B.02, subdivision 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made in the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement

officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.

2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minnesota Statutes section 260E.22), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code section 1232g (FERPA).

V. STATEMENTS WHEN LITIGATION IS PENDING

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)
Minn. Stat. § 260E.22 (Interviews)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)
Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308(1975)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Adopted: February 2009

ISD 100 Wrenshall Policy 212

Orig. 1995

Revised: MSBA 2022

Rev. 2022

212 SCHOOL BOARD MEMBER DEVELOPMENT

I. PURPOSE

In recognition of the need for continuing in-service training and development for its members, the purpose of this policy is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

II. GENERAL STATEMENT OF POLICY

- A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.
- B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state, and national school boards associations, as well as in the activities of other educational groups.
- C. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.
- D. The school board will reimburse the necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Adopted: April 2008

ISD 100 Wrenshall Policy 214

Orig. 2005

Revised: _____

Rev. 2009

214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to control out-of-state travel by school board members as required by law.

II. GENERAL STATEMENT OF POLICY

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. Travel to other out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related expenses.

V. REIMBURSEMENT

- A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.
- B. Automobile travel shall be reimbursed at the mileage rate set by the school board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.
- C. Amounts to be reimbursed shall be within the school board's approved budget allocations, including attendance at workshops and conventions.

VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of

reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (Boards of Independent School Districts)
Minn. Stat. § 471.661 (Out-of-State Travel)
Minn. Stat. § 471.665 (Mileage Allowances)
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)

Cross References: MSBA/MASA Model Policy 212 (School Board Member Development)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Original Adoption:

Revised:

Adopted:

902.1 COMMUNITY USE OF SCHOOL FACILITIES

The Wrenshall Board of Education believes that the public schools are owned and operated by and for its patrons, and that the schools become an integral part of the community in terms of the community's intellectual, social expression and development. To this end, the Wrenshall Board of Education encourages the public use of school facilities.

Authorization for the use of school facilities shall not be considered as an endorsement or approval of the activity group or organization nor the purposes they represent.

The following rules must be observed during any use of school facilities and the group leader will be held responsible for compliance. Students must be always supervised. Adults, children and students must always follow all school rules.

1. There will be a penalty determined by the Community Education Coordinator and the Superintendent for groups/individuals using the school facilities without having obtained a Facility Use Contract.
2. Use Permits will be issued only for the dates, hours, areas and equipment specified. Permit holders shall not transfer or sublet the permit to another organization.
3. All activities must be under competent adult supervision with the organization using the facilities assuming full responsibility to include (but not limited to) paying for any damage to equipment or facilities. Supervision must be in place before any participants arrive and until all participants have left the facilities.
4. Groups will provide responsible supervision of the entrance area of the building for their activities at the beginning and end of all scheduled events. At the conclusion of the event, the group is responsible for making sure the building is secure. Groups will be charged a fee to be determined by the Community Education Coordinator if the building is left unsecured.
5. Permit users and participants are not allowed to access other areas of the building. Failure to comply with this will result in the group being charged for any additional spaces that were used.
6. Facility charges shall be made in accordance with the schedule of facility rental charges. Payment shall be made to the school district and sent to the Community Education office upon receipt of invoice. Custodial overtime will be added when necessary (this includes for groups that fall in Categories I and II).
7. The use of tobacco in any form is prohibited in school district facilities and grounds.
8. Possession or consumption of intoxicating beverages, THC or illegal drugs in any form in or on school premises is prohibited.

9. Disorderly conduct is prohibited and punishable by ejection from school premises.
10. Food and drink may not be used in classrooms, gyms or the library without written permission from the Community Education Coordinator. Food and beverage will be allowed in the gyms for fans that purchase their beverage from the concession stand. Water is exempt from this rule.
11. Buildings must be vacated by the time indicated on the permit or additional charges may be assessed.
12. All legal ordinances pertaining to public assemblies must be adhered to and will be enforced.
13. Rooms and areas used must be left in an orderly fashion. Please clean up after the events. Close all windows, place garbage cans in the hall, turn off lights and close all doors. All equipment must be returned to its original location.
14. The applicant may be requested by the school district to provide a certificate of liability and property damage insurance in the minimum amount of \$500,000 combined single limit coverage.
15. Groups or individuals that do not follow this policy may face sanctions which could include, but is not limited to, loss of privileges to use the facility, fines, and student discipline outlined to the Student Handbook.
16. The signing party must familiarize themselves with the Wrenshall Crisis plan and be ready to enact it during their event. A copy of the plan will be provided by the school district.

The Community Education Coordinator, Principal and or/Superintendent may cancel a permit effective immediately if, in his or her judgment, a continuation would be potentially harmful and/or dangerous because the program and/or its participants' actions are not following the rules set forth in this policy.

General Guidelines

- The building is open for use from 6:00 a.m. to 9 p.m.
- The building is not open for facility use on any holiday recognized by the district or days adjacent to holidays should the request provide scheduling issues for the custodial department.
- Facility requests for youth sports organizations will run through one contact person who works on behalf of the entire youth organization. The person organizing the event will disperse the information in this policy to the entire organization.
- No activities will be scheduled in the cafeteria, library and commons with flying objects. No sports utilizing balls will be permitted in these areas.
- No activities will be scheduled in the gym using bats, clubs or sticks. Absolutely no batting may take place inside the building.
- All requests for facility use must be made at least 72 hours prior to the event.
- Categories III and IV must pay a \$25 processing fee for each facility use request.
- A \$10 fee will be charged to any permit holder that is changed after it has been processed by the Community Education Coordinator.

- Payment for the event must be received at least one business day prior to the start of the event. Failure to pay will result in the cancellation of the permit.

Fee Guidelines

The following categories indicate priority for building use and which organizations will be required to pay for building use.

Category I

All regular Pre-K through grade 12 school activities and extracurricular activities such as musical events, athletic events (that are listed in the Wrenshall/Carlton Raptors Cooperative Agreement), staff meetings, school activities, board meetings, parent advisory meetings, staff development, special hearings, administrative meetings, community education programs and PIE.

Category I is a non-fee based group and will not be charged a rental fee so long as they can handle the event without additional support (this includes locking, unlocking, setting up and cleaning up after the event).

Category II

Tax supported public agencies operating within District 100 that are non-fee based. This would include public hearings, candidate forums for school board, police and fire departments and non-fee based recreational activities. Boy Scouts, Girl Scouts and Raptors Elementary Basketball are included in this category. Category II groups will be scheduled after Category I groups have been scheduled.

Category II is a non-fee based group and will not be charged a rental fee so long as they can handle the event without additional support (this includes locking, unlocking, setting up and cleaning up after the event).

Category III

Youth sports organizations not listed in Categories I and II which provide proof of insurance and sign an indemnification clause holding the district harmless for actions arising from the use of the facility. Category III permits must be scheduled by one representative from the youth sports organization. Requests for facility use will be considered after all Priority I and Priority II groups are scheduled. The district is not obliged to meet all requests from this category.

Category III events will pay fees according to All category III events must have an event manager onsite that is paid for by the organization renting the space.

Category III will pay fees listed on the following pages.

Category IV

All other groups, businesses and private events. Requests for facility use will be considered after all Priority I, Priority II and Priority III groups are scheduled.

Category IV will pay fees listed on the following pages.

Facility Rental Fee Schedule

Categories I and II do not pay according to this schedule, but may be required to pay staff overtime, event manager fees or fees determined by the Community Education Coordinator at the time the Facility Use Contract is signed.

WRENSHALL FACILITY USE FEES

Facility	Hourly Fee	Daily Fee (8 Hours)	Additional Requirements
FACS Room	\$30	\$120	
Library	\$50	\$200	Use of computers is not included in the rental.
Cafeteria	\$50	\$200	
Multi-Purpose Room	\$50	\$200	
Main Gym	\$70	\$280	The scoreboard and sound system may be used by the organization so long as it is used by someone trained in to use the system. If the school must provide a person to run these systems, additional fees will be assessed.
Commons	\$50	\$200	
Kitchen	\$40	\$160	Must have a district kitchen staff member present. Paid for by the organization.
Football Field	\$40	\$280	

Event Manager

The district reserves the right to hire an event supervisor for any of the priority groups. The Event Manager will be paid for by the permit holder. The fees are as follows:

Up to Three Hours - \$75. \$18 per additional hour.

Security

The district reserves the right to hire event security for any of the categories. The security will be paid for by the permit holder. The fees are as follows:

Up to Three Hours - \$75. \$18 per additional hour.

Miscellaneous

- Setup and/or takedown fees will be charged if custodial or other staff is required to setup equipment within the facility for the permit holder. Setup services will be a minimum charge of \$25. Setup and/or takedown fees are in addition to custodial services.
- Event rates will be put on the facility use agreement and all additional charges (including, but not limited to, Event Manager, security and setup/teardown fees) will be listed on the contract prior to signing.
- Additional charges may be levied for any damages to the building or equipment after the event.
- Wrenshall does not rent or borrow its tables or chairs for events off of school grounds.

Schedule Conflicts

- It is imperative that all coaches and advisors be aware of the importance of scheduling school facilities through the Community Education Coordinator. School personnel who reserve space should make every effort to use the facility as requested or notify the district that the event has been canceled. Failure to follow this guideline may result in the denial of future requests.
- The activity venues contained in the school facility were designed and built for specific uses. Schedule conflicts should be resolved with this objective in mind.
- Schedule priorities are in order of category groups: category I being scheduled first and category IV being scheduled last.
- In the event of a scheduling conflict, the Community Education Coordinator will resolve the conflict (using the priority list) with the intent of supporting all groups.

Concession Guidelines

- The concession stand will be run by the school district.
- The senior class is responsible for the operation and maintenance of the concession stand.
- The senior class has the right to sell concessions at all events taking place within the school facilities.
- If the senior class does not wish to operate the concession stand during a facility rental, the permit holder may request to sell concessions as a fundraiser. This must be approved by the principal at least one business day before the event.
- Permit holders approved to sell concessions may not use the concession stand. Instead, they may sell concessions on a tiled surface outside of the school's designated concession stand. No items may require cooking. The group is responsible for the cleanup of any mess created by their concessions, which includes the cleanup of popcorn on floors.

- School beverage machines will not be turned off during events and sales from the machines cannot be prohibited during events.



Wrenshaw Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

October 8, 2024

I, _____, introduce the following resolution and move for its adoption:

RESOLUTION FOR ACCEPTANCE OF DONATIONS

WHEREAS the following have been generously donated:

<u>Amount/Value of Item</u>	<u>Donor</u>
\$50 for School Yearbook publication	Pat and Marv Durkee

_____ duly seconded the motion for adoption of the foregoing resolution.

Voting in favor of the resolution:

THEREFORE, BE IT RESOLVED by the Wrenshaw Board of Education to gratefully accept these gifts.

The foregoing resolution was approved on:
October 8, 2024

SCHOOL BOARD OF
INDEPENDENT DISTRICT 100

District Clerk