AGENDA
BOLD BOARD OF EDUCATION REGULAR MEETING
BIRD ISLAND-OLIVIA-LAKE LILLIAN
INDEPENDENT SCHOOL DISTRICT #2534
MONDAY, SEPTEMBER 22, 2025
7:00 PM
BOLD MEDIA CENTER

Mission Statement: Provide all learners in the BOLD community an education designed to develop the creativity, character, confidence, and skills essential to flourish in a changing global society.

I. Call to Order and Roll Call
Chair Frank

II. Pledge of Allegiance

III. Approval of Agenda

IV. Recognition of Visitors to the School Board
Chair Frank
I would like to welcome all visitors that are joining us online and in person tonight. Your vested interest is welcomed by the BOLD School Board.

V. Public Forum
Chair Frank
Public Forum will be placed on the agenda for regular board meetings. During this part of each regular school board meeting time will be allowed for district constituents to address the school board. Pursuant to Policy 206 Section VI the board will make every effort to allow district constituents to speak, but may limit discussion to ensure all business is addressed for the interest of the district. This is a time of "listening" by the school board.

VI. Consent Items
Superintendent Tim Tydlacka
Only one motion is needed to approve all consent items. Any item that is requested to be removed from the consent agenda by a school board member will be discussed and acted on for independent consideration immediately following approval of the consent agenda.

- **Approve Bills for Payment (Attachments)**
- **Approve Minutes (Attachment)**
    - August 25, 2025 Regular School Board Meeting

- **Approve Personnel Changes (Attachment)**

VII. Reports

A. **Superintendent Report**
Superintendent Tim Tydlacka

B. **PK-6 Principal Report**
Kristine Krafka

C. **7-12 Principal Report**
Missy Bodin

D. **Activities Report**

E. **Community Education Report**
Jessica Aaseth

F. Food Service Director Report
Margaret Fleming
Attached is an informational update for the board relating to BOLD's Food Service. This includes informing and providing information on where the board may need to provide legislative feedback that is impacting students in the district.

G. **Pool Report**
Tracey Johnson

H. **Facilities Report**
Brandon Jahnz

I. **School Board Committee Reports**

VIII. New Business

A. Interview and resolution for appointment of Michael Zimmerman to the BOLD board seat vacated by Brad Retterath. (Attachments) (Action)
All Board Members
An approximate ten-minute interview of the appointee candidate will occur first, followed by potential action of the board with the attached resolution.

B. Adopt the Proposed 25 Payable 26 Levy. (Attachment) (Action)
Superintendent Tim Tydlacka

C. Approve the 2025-2026 fundraising activities. (Attachment) (Action)
Fundraising activities list to approve as of September 22, 2025 for the 2025-2026 school year.

D. Single and Final Reading of Policy 415, Mandated Reporting of Maltreatment of Vulnerable Adults. (Attachment) (Action)
Member Clouse
This policy was last adopted and reviewed on 09-23-24. There are minor changes in this red line version that are in the legal references. It

is recommended by the Policy Committee to adopt in a single reading, per policy 208.

E. Third and Final Reading of Policy 532, Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds. (Attachment) (Action)
Member Clouse
This will be the third of three readings for Policy 532, due to significant changes from our existing policy language. It would tentatively be adopted at our September 22, 2025 Regular Board Meeting. This policy was last reviewed in September 2021 and adopted in October 2021.

F. Third and Final Reading of Policy 533, Wellness. (Attachment) (Action)
Member Clouse
This will be the third of three readings on Policy 533, Wellness. Due to substantial changes since the policy was last adopted in July 2017 the Policy Committee recommended three readings prior to adopting tentatively at our September 22, 2025 Regular Meeting. No red line version was provided, so please compare to the policy currently posted on our website.

G. Second reading of Policy 535 Service Animals in Schools and Policy 535.1 Approval Request Form For Use of a Service Animal. (Attachments)
Member Frank
This policy was last adopted and reviewed on March 23, 2020. There are some changes to the policy (red highlights) associated with the 2024 Minnesota legislature, who revised Minn. Stat. 3631.1. Due to the legislative change we will do three readings and this policy and form will be up for final approval at the October 27, 2025 Regular Board Meeting.

H. Second Reading of Policy 806, Crisis Management. (Attachment)
Member Clouse
This policy is required for an annual reading. We last reviewed and adopted it on November 25, 2024. However, there were policy revisions suggested by MSBA in June of 2025. We recommend three reading to review the changes and this policy would tentatively be approved at the October 27, 2025 board meeting.

I. First Reading of Policy 416, Drug, Alcohol, and Cannabis Testing and 416.1, Drug, Alcohol, and Cannabis Testing Forms. (Attachments)
Member Frank
This policy and the forms are new to BOLD, but the recommended model policy has been available from MSBA since 1995. Due to the recent implementation of recreational cannabis products, this is a policy that is necessary and long overdue and recommended by the Policy

Committee to add to our BOLD Policy list. It will require three readings as this is a new introduction. It will be up for tentative approval at our November 24, 2025 Regular Board meeting.

J. First Reading of Policy 612.1, Development of Parent and Family Engagement Policies for Title I Programs. (Attachment)
Member Clouse
Policy 612.1 wa last reviewed on June 24, 2013. The last MSBA model revision occurred in January of 2016. Due to the substantial changes in that revision and also due to the lag of time for the last review the Policy Committee recommends three readings occur. This policy will be up for tentative adoption at our November 24, 2025 Regular Board Meeting.

K. Adopt a Resolution to Acknowledge and Accept Gifts, Grants, and Bequests. (Attachment) (Action)
Chair Frank
Roll call vote.

L. Assign Board Member Clouse as the board representative to the Health and Wellness Committee. (Action)
Health and Wellness Committee will meet to review our Wellness Policy.

IX. **Upcoming dates:**
October 27, 2025 7:00 p.m. Regular Board Meeting in the BOLD Media Center
November 24, 2025 7:00 p.m. Regular Board Meeting in the BOLD Media Center
November 25, 2025 6:30 p.m. Public Hearing Date for Proposed 2025 Property Taxes Payable 2026
December 8, 2025 6:30 p.m. Public Hearing Continuation Date for Proposed 2025 Property Taxes Payable 2026
December 22, 2025 7:00 p.m. Regular Board Meeting in the BOLD Media Center

X. **Adjourn**

September 22 Board Meeting

NEW HIRES:

1. Rachel Schumacher, Custodian
2. Malissa Everson, Volunteer (unpaid) BOLD Volleyball Program

RESIGNATIONS:

1. None

Non-renewed: 2025-2026 School Year

1. Dustin Caspers, SPED

LEAVES OF ABSENCES:

1. None

BIRD ISLAND - OLIVIA - LAKE LILLIAN ISD #2534
Operating Cash Balance
8/31/2025

Bank Name	Account Name	Account Type	Account No.	Interest Rate	Balance
Minnesota School District Liquid Asset Fund	Bird Island-Olivia- Lake Lillian #2534	General Fund	600380	n/a	$0.00
		Payroll Account	601345	n/a	$0.00
Citizens Alliance Bank, Lake Lillian Branch	I S D #2534 Bold Public School	14 Mo. CD			$ -
		Money Market - MMDA	471224	0.70%	$256,102.65
		Checking - Regular DDA	471160	0.00%	$1,966.40
Home Town Bank	ISD 2534	CD Marnold Ostby Estate	209216944	2.75%	$83,436.48
		Marnold Ostby Savings	201002552	3.03%	$9,774.10
		Lentz Music Department	2426	3.04%	$7,942.92
		Lentz Scholarships	2440	3.04%	$30,841.03
		Money Market	202000939	0.25%	$617,607.70
		IntraFi Cash for premium checking	282	3.00%	$4,106,457.91
		Value Checking (Petty Cash)	2300846	0.00%	$306.88
		Premium Checking	2701282	3.04%	($203,062.56)
F&M Bank Minnesota, Olivia	Independent School Dist 2534	Robert Remsberg Scholar Savings Fund	1905418	0.50%	$6,120.83
		Zetah Scholarship Savings Fund	1905143	0.50%	$13,227.88
		Robert Remsberg Scholarship 24 Mo. CD	7793	2.23%	$19,000.00
		Zetah Scholarship 24 Mo.CD	7775	2.23%	$23,090.00
		Robertson Scholarship Savings Fund	6321	0.50%	$5,141.13
		Robertson Scholarship CD	20271	1.77%	$5,000.00
Frandsen Financial Corporation, BI	ISD #2534	Sheila Madsen Mem. Scholarship 12 Mo. CD	111690	0.50%	$819.28
Total Cash Deposits					$4,984,301.71

Fund Summary:

District Funds	$ 4,779,908.06
Trust Funds	$ $204,393.65
Total	**$ 4,984,301.71**

BIRD ISLAND - OLIVIA - LAKE LILLIAN ISD #2534

Referendum Construction Cash Balance

8/31/2025

Bank Name	Account Name	Account Type	Account No.	Interest Rate	Balance
Home Town Bank	ISD #2534	Referendum Checking	1607	4.07%	($2,943,214.45)
Home Town Bank	Independent School Dist 2534	Referendum IntraFi Sweep	607	4.00%	$3,183,721.34
UMB	Independent School Dist 2534	Construction CDARS	22941	5.05%	$23,369,855.82

Construction Balance $23,610,362.71

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 8/22/2025-9/18/2025

Bank	Check No	Pay/Void Ty	Grp	Code	Vendor	Date	Amount	Voucher #	Account Code	Description
HOME		NX	1	01320	AMERIPRISE FINANCIAL SERVICES	08/29/2025	$382.54	97075	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	01321	HORACE MANN INS CO	08/29/2025	$716.70	97081	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	02250	EDUCATION OF MINNESOTA/ ESI	08/29/2025	$818.34	97077	B 01 215 000	Payroll Deductions
HOME		NX	1	02250	EDUCATION OF MINNESOTA/ ESI	08/29/2025	$558.23	97077	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	1677	AMERICAN FUNDS GROUP	08/29/2025	$2,985.89	97074	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	2484	THRIVENT FINANCIAL	08/29/2025	$834.89	97090	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	3531	Farm Bureau Financial Services	08/29/2025	$116.68	97078	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	4419	TASC	08/29/2025	$41.67	97076	B 01 215 095	Flex-Dep Care Odd Year
HOME		NX	1	4419	TASC	08/29/2025	$229.17	97076	B 01 215 096	Flex-Med Care Odd Year
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	08/29/2025	$18,470.70	97079	B 01 215 010	Payroll Deductions FICA W/H-Brd Share
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	08/29/2025	$7,500.94	97080	B 01 215 011	Payroll Deductions Fed W/H
HOME		NX	2	3095	MN DEPT. OF REVENUE	08/29/2025	$4,314.27	97089	B 01 215 013	Payroll Deductions MN St W/H
HOME		NX	2	3096	TEACHERS RETIREMENT ASSN.	08/29/2025	$24,112.59	97091	B 01 215 018	Payroll Deductions TRA W/H-Brd Share
HOME		NX	1	1677	AMERICAN FUNDS GROUP	08/29/2025	$419.17	97115	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	4419	TASC	08/29/2025	$75.00	97116	B 01 215 096	Flex-Med Care Odd Year
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	08/29/2025	$9,836.58	97117	B 01 215 010	Payroll Deductions FICA W/H-Brd Share
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	08/29/2025	$3,653.11	97118	B 01 215 011	Payroll Deductions Fed W/H
HOME		NX	2	3094	PUBLIC EMPLOYEES RETIREMENT	08/29/2025	$3,041.85	97120	B 01 215 017	Payroll Deductions PERA W/H-Brd Share
HOME		NX	2	3095	MN DEPT. OF REVENUE	08/29/2025	$2,162.39	97121	B 01 215 013	Payroll Deductions MN St W/H
HOME		NX	2	3096	TEACHERS RETIREMENT ASSN.	08/29/2025	$6,211.87	97122	B 01 215 018	Payroll Deductions TRA W/H-Brd Share
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	09/03/2025	$307.36	97124	B 01 215 010	Payroll Deductions FICA W/H-Brd Share
HOME		NX	2	3095	MN DEPT. OF REVENUE	09/03/2025	$32.23	97125	B 01 215 013	Payroll Deductions MN St W/H
HOME		NX	2	3096	TEACHERS RETIREMENT ASSN.	09/03/2025	$357.80	97126	B 01 215 018	Payroll Deductions TRA W/H-Brd Share
HOME		NX	1	01320	AMERIPRISE FINANCIAL SERVICES	09/15/2025	$307.52	97197	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	01321	HORACE MANN INS CO	09/15/2025	$787.54	97203	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	02250	EDUCATION OF MINNESOTA/ ESI	09/15/2025	$818.34	97199	B 01 215 000	Payroll Deductions
HOME		NX	1	02250	EDUCATION OF MINNESOTA/ ESI	09/15/2025	$450.05	97199	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	1677	AMERICAN FUNDS GROUP	09/15/2025	$2,630.12	97196	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	2484	THRIVENT FINANCIAL	09/15/2025	$835.05	97216	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	3531	Farm Bureau Financial Services	09/15/2025	$116.68	97200	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	4419	TASC	09/15/2025	$41.67	97198	B 01 215 095	Flex-Dep Care Odd Year
HOME		NX	1	4419	TASC	09/15/2025	$304.17	97198	B 01 215 096	Flex-Med Care Odd Year
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	09/15/2025	$27,583.04	97201	B 01 215 010	Payroll Deductions FICA W/H-Brd Share
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	09/15/2025	$12,194.26	97202	B 01 215 011	Payroll Deductions Fed W/H

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 8/22/2025-9/18/2025

Bank	Check No	Pay/Void Ty	Grp	Code	Vendor	Date	Amount	Voucher #	Account Code	Description
HOME		NX	2	3094	PUBLIC EMPLOYEES RETIREMENT	09/15/2025	$6,205.87	97214	B 01 215 017	Payroll Deductions PERA W/H-Brd Share
HOME		NX	2	3095	MN DEPT. OF REVENUE	09/15/2025	$6,706.32	97215	B 01 215 013	Payroll Deductions MN St W/H
HOME		NX	2	3096	TEACHERS RETIREMENT ASSN.	09/15/2025	$25,654.50	97217	B 01 215 018	Payroll Deductions TRA W/H-Brd Share
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	09/15/2025	$842.64	97219	B 01 215 010	Payroll Deductions FICA W/H-Brd Share
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	09/15/2025	$273.96	97220	B 01 215 011	Payroll Deductions Fed W/H
HOME		NX	2	3095	MN DEPT. OF REVENUE	09/15/2025	$188.12	97221	B 01 215 013	Payroll Deductions MN St W/H
HOME		NX	2	3096	TEACHERS RETIREMENT ASSN.	09/15/2025	$1,055.49	97222	B 01 215 018	Payroll Deductions TRA W/H-Brd Share
HOME		NX	1	00064	BREMER BANK, NA10	08/31/2025	$151.20	97305	E 01 005 110 000 000 305	ACH Billing
HOME		NX	1	1772	XCEL ENERGY	08/31/2025	$1,049.17	97301	E 01 015 810 000 000 330	Electrical Statement
HOME		NX	1	1772	XCEL ENERGY	08/31/2025	$1,691.33	97303	E 01 015 810 000 000 330	Electrical Statement
HOME		NX	1	2390	CENTERPOINT ENERGY	08/31/2025	$247.06	97306	E 01 020 810 000 000 331	Fuel for Buildings
HOME		NX	1	2812	HOMETOWN BANK	08/31/2025	$33.70	97304	E 01 005 110 000 000 305	Merch Bank Billing
HOME		NX	1	4419	TASC	08/31/2025	$377.68	97307	E 01 005 160 000 000 305	Admin fees
HOME		NX	1	4671	DELTA DENTAL MINNESOTA	08/31/2025	$1,783.16	97302	B 01 215 032	Dental Ins
HOME		NX	1	3120	MINNESOTA DEED UI	08/31/2025	$20,598.99	97308	E 01 005 020 000 000 281	Benefits pd/ Adjustments Summer Gap Un
HOME		NX	1	2812	HOMETOWN BANK	08/31/2025	$194.94	97309	E 01 005 110 000 000 305	Merch Bank Billing
HOME		NX	1	3683	Amazon	08/31/2025	$22.49	97312	E 01 020 292 969 000 401	Ipad Case
HOME		NX	1	3683	Amazon	08/31/2025	$1,521.15	97313	E 01 020 301 000 000 430	Welding curtains, hardware, screen with f
HOME		NX	1	3683	Amazon	08/31/2025	$9.98	97314	E 01 020 810 000 000 401	15 amp AC plug to 20 amp
HOME		NX	1	3683	Amazon	08/31/2025	$127.72	97310	E 01 015 216 000 863 401	Migrant Supplies
HOME		NX	1	3683	Amazon	08/31/2025	$272.02	97311	E 05 005 120 000 000 401	Supplies Ink, Pool, First Aid
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$50.00	97317	E 01 005 020 000 000 366	Financial Management Staff Dev
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$60.00	97318	E 01 005 640 000 316 366	Custodial Days Staff Dev
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$9.84	97319	E 01 020 292 000 000 401	Supplies - Athletics
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$50.00	97320	E 02 005 770 000 701 366	MDH Certification
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$1.08	97320	E 02 005 770 000 701 366	MDH Certification
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$100.00	97321	E 01 005 640 000 316 366	SWWC B2S
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$60.00	97322	E 02 005 770 860 701 366	Western MN 5 Shirts
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$190.24	97323	E 21 020 292 921 301 401	Navidium shipping protection, printiable gl
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$800.00	97324	E 01 005 640 000 316 366	SWWC Para
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$100.00	97325	E 01 005 640 000 316 366	SWWC NSTC 101
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$100.00	97325	E 01 005 640 000 316 366	SWWC NSTC 101 - 2nd participant
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$176.53	97326	E 01 005 640 000 316 366	Staff Dev Hotel
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$184.48	97327	E 01 005 110 000 000 366	Disputed Duplicate Charge for Staff Dev H

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 8/22/2025-9/18/2025

Bank	Check No	Pay/Void Ty	Grp	Code	Vendor	Date	Amount	Voucher #	Account Code	Description
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$458.00	97328	E 01 005 640 000 316 366	Staff Dev MN State College
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$880.00	97329	E 01 005 020 000 000 820	MASA Membership
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$50.00	97330	E 01 005 810 000 000 305	Boiler License App Fee
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$50.00	97330	E 01 005 810 000 000 305	Boiler License App Fee
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$401.95	97315	E 01 020 292 969 000 401	Pennant String for FB Field
HOME		NX	2	3614	HARRIS MASTERCARD	08/31/2025	$90.00	97316	E 01 005 640 000 316 366	Tech Connect Staff Dev

Check Total: $206,068.02

Bank HOME Total: $206,068.02

Report Total: $206,068.02

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 8/22/2025-9/18/2025

Pay/Void

Bank	Check No	Ty	Grp	Code	Vendor	Date	Amount	Voucher #	Account Code	Description
HOME	53019	CH	1	4502	Apple Store	08/26/2025	$1,099.00	97110	E 05 005 120 000 000 401	Laptop
						Check Total:		**$1,099.00**		
HOME	53020	CH	1	00555	B & D MARKET Acct#1277	08/26/2025	$28.37	97106	E 01 015 216 000 863 490	tct#0053
HOME	53020	CH	1	00555	B & D MARKET Acct#1277	08/26/2025	$72.02	97106	E 01 005 110 000 000 401	tct#0010
						Check Total:		**$100.39**		
HOME	53021	CH	1	4568	BOLD BASEBALL ASSOCIATION	08/26/2025	$5,000.00	97099	E 01 020 294 976 000 305	2025 Bird Island Groundskeeper Contract
						Check Total:		**$5,000.00**		
HOME	53022	CH	1	6236	Bound Book Scanning, Inc	08/26/2025	$351.50	97100	E 21 020 298 964 301 401	Yearbook Digitization
						Check Total:		**$351.50**		
HOME	53023	CH	1	4951	CHATTERBOX CAFE	08/26/2025	$1,224.08	97112	E 01 005 640 000 316 490	Breakfast for staff dev
						Check Total:		**$1,224.08**		
HOME	53024	CH	1	5011	COUNTRY WIDE LUMBER	08/26/2025	$96.00	97093	E 01 020 298 955 000 401	Musical Play Set
						Check Total:		**$96.00**		
HOME	53025	CH	1	4352	EDMENTUM	08/26/2025	$6,585.50	97108	E 01 025 211 000 305 430	Courseware: College and Career Readines
						Check Total:		**$6,585.50**		
HOME	53026	CH	1	6104	Hudl	08/26/2025	$16,000.00	97097	E 01 020 292 969 000 820	Hudl Streaming Service
						Check Total:		**$16,000.00**		
HOME	53027	CH	1	4350	IMPACT APPLICATIONS	08/26/2025	$550.00	97095	E 01 020 292 969 000 820	1 Year subscription for impact testing
						Check Total:		**$550.00**		
HOME	53028	CH	1	6109	LAKELAND MEDIA	08/26/2025	$255.98	97107	E 01 005 110 000 000 380	advertising
						Check Total:		**$255.98**		
HOME	53029	CH	1	2801	MCGRAW-HILLSCHOOL EDUCATION HOI	08/26/2025	$8,830.44	97109	E 01 015 203 000 000 460	Everyday Math 4 2016
HOME	53029	CH	1	2801	MCGRAW-HILLSCHOOL EDUCATION HOI	08/26/2025	$854.13	97109	E 01 015 203 000 000 460	shipping
						Check Total:		**$9,684.57**		
HOME	53030	CH	1	5599	MINNESOTA STATE HIGH SCHOOL LEAG	08/26/2025	$1,715.00	97098	E 01 020 292 969 000 820	2025-2026 Membership Dues
						Check Total:		**$1,715.00**		
HOME	53031	CH	1	5089	OLIVIA APPLIANCE	08/26/2025	$714.00	97111	E 01 020 301 301 000 430	Whirlpool Range Model #WFES5030RZ
						Check Total:		**$714.00**		
HOME	53032	CH	1	6235	Ryko Enterprises LLC	08/26/2025	$2,919.00	97096	E 01 005 630 257 000 465	Trophy Case Touch Screen Display
						Check Total:		**$2,919.00**		
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$469.53	97104	E 01 005 404 000 740 396	Summer Occupational Therapy - L Neubau
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$159.64	97104	E 01 005 404 000 740 397	Summer Occupational Therapy - L Neubau

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 8/22/2025-9/18/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$100.91	97104	E 01 005 404 000 740 366	Summer Occupational Therapy - L Neubau
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$643.34	97104	E 01 005 404 000 740 396	Summer Physical Therapy - E Flann
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$218.74	97104	E 01 005 404 000 740 397	Summer Physical Therapy - E Flann
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$109.68	97104	E 01 005 404 000 740 366	Summer Physical Therapy - E Flann
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$290.24	97104	E 01 005 401 000 740 396	Summer SLP - L Buckley
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$98.68	97104	E 01 005 401 000 740 397	Summer SLP - L Buckley
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$33.84	97104	E 01 005 401 000 740 366	Summer SLP - L Buckley
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$6,107.14	97103	E 01 005 110 000 000 305	Business Management Services - Finance
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$3,325.00	97103	E 01 005 110 000 000 305	Business Management Services - Payroll
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$4,393.42	97105	E 01 005 110 000 000 316	RMIC Bus/SMART Systems
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$686.89	97105	E 01 005 110 000 000 316	RMIC MARSS
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$2,740.00	97105	E 01 005 865 000 352 305	EOHSM Program
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$1,916.67	97105	E 01 005 640 000 316 305	Teaching & Learning Custom
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	($1,916.67)	97105	E 01 005 640 000 316 305	Teaching & Learning Custom Cr
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$2,517.69	97105	E 01 005 865 000 352 305	Health & Safety Management Assistance
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$2,250.27	97101	E 01 005 720 000 374 316	Coop Student Support - School Nurse
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$2,459.42	97101	E 01 005 720 000 374 316	Coop Student Support - Social Worker
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$9,671.75	97102	E 01 005 404 000 740 396	Occupational Therapy-Neubauer, Lara
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$14,138.50	97102	E 01 005 404 000 740 396	Physical Therapy-Flann, Erin
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$5,270.50	97102	E 01 005 420 000 740 396	School Psychologist J. Nelson
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$478.35	97102	E 01 005 408 000 740 396	Behavior Analyst - Salary - S. Kreuter
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$162.64	97102	E 01 005 408 000 740 397	Behavior Analyst - Benefits - S. Kreuter
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$509.01	97102	E 01 005 408 000 740 366	Behavior Analyst - Other - S. Kreuter
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$20,338.50	97102	E 01 005 401 000 740 396	Speech/Lang Patholigist - Salary - L Buckl
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$1,482.00	97102	E 01 005 405 000 740 396	Deaf/HOH - Salary - K Grems-Nelson
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$846.50	97102	E 01 005 405 000 740 396	Deaf/HOH - Salary - R Schultz
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$192.00	97102	E 01 005 406 000 740 396	Visually Impaired-Olson, K.
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$9,817.50	97102	E 01 005 720 000 342 375	School Nurse Services - D. Brandt
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$5,079.11	97102	E 01 005 408 000 740 396	Mental Health Service - A. Meyer
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$1,726.90	97102	E 01 005 408 000 740 397	Mental Health Service - A. Meyer
HOME	53033	CH	1	00113	SW/WC SERVICE COOP	08/26/2025	$943.99	97102	E 01 005 408 000 740 366	Mental Health Service - A. Meyer
						Check Total:	**$97,261.68**			

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 8/22/2025-9/18/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
HOME	53034	CH	1	2825	WEST CENTRAL CONFERENCE	08/26/2025	$800.00	97094	E 01 020 292 969 000 820	West Central Conference Dues
						Check Total:		**$800.00**		
HOME	53035	CH	1	00063	AFLAC	08/29/2025	$1,029.44	97073	B 01 215 031	AFLAC, Mn Mut, NCPERS, HoraceMannLif
						Check Total:		**$1,029.44**		
HOME	53036	CH	1	00063	AFLAC	08/29/2025	$447.69	97113	B 01 215 031	AFLAC, Mn Mut, NCPERS, HoraceMannLif
						Check Total:		**$447.69**		
HOME	53037	CH	1	4345	BREMER BANK, NATIONAL ASSOCIATIO	08/29/2025	$518.75	97087	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$518.75**		
HOME	53038	CH	1	4924	F&M BANK MINNESOTA	08/29/2025	$30.00	97088	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$30.00**		
HOME	53039	CH	1	2812	HOMETOWN BANK	08/29/2025	$1,164.09	97082	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$1,164.09**		
HOME	53040	CH	1	2812	HOMETOWN BANK	08/29/2025	$137.00	97119	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$137.00**		
HOME	53041	CH	1	4158	KENSINGTON BANK	08/29/2025	$75.00	97086	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$75.00**		
HOME	53042	CH	1	5963	Magnifi Financial	08/29/2025	$75.00	97085	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$75.00**		
HOME	53043	CH	1	5581	Mid Country Bank	08/29/2025	$210.00	97084	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$210.00**		
HOME	53044	CH	1	02290	MN COUNCIL 65 AFSCME	08/29/2025	$116.59	97114	B 01 215 044	Union Dues
						Check Total:		**$116.59**		
HOME	53045	CH	1	4847	UNITED WAY OF WEST CENTRAL MN	08/29/2025	$15.00	97092	B 01 215 000	Payroll Deductions
						Check Total:		**$15.00**		
HOME	53046	CH	1	5559	WELLS FARGO-Willmar	08/29/2025	$62.50	97083	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$62.50**		
HOME	53047	CH	1	5516	ERIC ASCHE	09/05/2025	$140.00	97129	E 01 020 294 973 000 305	9/5 Football
						Check Total:		**$140.00**		
HOME	53048	CH	1	6249	Eric Banken	09/05/2025	$140.00	97130	E 01 020 294 973 000 305	9/5 Football
						Check Total:		**$140.00**		
HOME	53049	CH	1	6240	Groves Learning Organization	09/05/2025	$564.00	97133	E 04 001 590 000 351 460	Knowledge-Based Comprehension Studer
						Check Total:		**$564.00**		

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 8/22/2025-9/18/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
HOME	53050	CH	1	3340	I.S.D. #LAC QUI PARLE VALLEY	09/05/2025	$5,000.00	97135	E 01 020 301 301 000 430	2025 Mobile Meat Lab Lease Agreement
						Check Total:		**$5,000.00**		
HOME	53051	CH	1	5148	IXL LEARNING INC	09/05/2025	$2,437.50	97132	E 04 001 590 000 351 460	IXL Site License (grades K-8 125 studen
						Check Total:		**$2,437.50**		
HOME	53052	CH	1	6140	Jackson Lacek	09/05/2025	$140.00	97131	E 01 020 294 973 000 305	9/5 Football
						Check Total:		**$140.00**		
HOME	53053	CH	1	5393	MARK EKREN	09/05/2025	$140.00	97127	E 01 020 294 973 000 305	9/5 Football
						Check Total:		**$140.00**		
HOME	53054	CH	1	1820	RENAISSANCE LEARNING, INC	09/05/2025	$244.72	97134	E 01 020 620 405 000 470	FastBridge (extra seats needed)
						Check Total:		**$244.72**		
HOME	53055	CH	1	5515	RYAN MOGARD	09/05/2025	$140.00	97128	E 01 020 294 973 000 305	9/5 Football
						Check Total:		**$140.00**		
HOME	53056	CH	1	6216	ArbiterSports LLC	09/09/2025	$685.00	97167	E 01 020 292 964 000 305	Activity Scheduler
						Check Total:		**$685.00**		
HOME	53057	CH	1	6074	Baker Tilly Muncipal Advisors, LLC	09/09/2025	$5,775.00	97140	E 06 005 870 000 000 305	BOLD Monitoring Bond- Project Monitoring
						Check Total:		**$5,775.00**		
HOME	53058	CH	1	5026	BRUCE BELSETH	09/09/2025	$150.00	97188	E 01 020 294 973 000 305	9/12 Football
						Check Total:		**$150.00**		
HOME	53059	CH	1	00435	CITY OF OLIVIA	09/09/2025	$13.31	97177	E 02 005 770 000 701 330	utilities
HOME	53059	CH	1	00435	CITY OF OLIVIA	09/09/2025	$252.83	97177	E 01 020 810 000 000 330	utilities
HOME	53059	CH	1	00435	CITY OF OLIVIA	09/09/2025	$369.82	97180	E 02 005 770 000 701 330	utilities
HOME	53059	CH	1	00435	CITY OF OLIVIA	09/09/2025	$7,026.60	97180	E 01 020 810 000 000 330	utilities
HOME	53059	CH	1	00435	CITY OF OLIVIA	09/09/2025	$7.95	97179	E 02 005 770 000 701 330	utilities
HOME	53059	CH	1	00435	CITY OF OLIVIA	09/09/2025	$150.99	97179	E 01 020 810 000 000 330	utilities
HOME	53059	CH	1	00435	CITY OF OLIVIA	09/09/2025	$5.41	97178	E 02 005 770 000 701 330	utilities
HOME	53059	CH	1	00435	CITY OF OLIVIA	09/09/2025	$102.83	97178	E 01 020 810 000 000 330	utilities
						Check Total:		**$7,929.74**		
HOME	53060	CH	1	6250	Craig Heimerl	09/09/2025	$140.00	97175	E 01 020 296 978 000 305	9/11 Volleyball Official
						Check Total:		**$140.00**		
HOME	53061	CH	1	6250	Craig Heimerl	09/09/2025	$140.00	97174	E 01 020 296 978 000 305	9/9 Volleyball Official
						Check Total:		**$140.00**		

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 8/22/2025-9/18/2025

Pay/Void

Bank	Check No	Ty	Grp	Code	Vendor	Date	Amount	Voucher #	Account Code	Description
HOME	53062	CH	1	5381	DUFAULT PUBLISHING INC	09/09/2025	$3,161.25	97138	E 21 020 298 950 301 401	HS Yearbook , covers etc.
						Check Total:		**$3,161.25**		
HOME	53063	CH	1	4998	EIDE BAILLY LLP	09/09/2025	$333.38	97191	E 01 005 110 000 000 305	Forensic Accounting Consulting Services
						Check Total:		**$333.38**		
HOME	53064	CH	1	1128	ELECTRO WATCHMAN INC	09/09/2025	$89.85	97156	E 01 005 865 000 363 305	Fire Alarm Monitoring Olivia
HOME	53064	CH	1	1128	ELECTRO WATCHMAN INC	09/09/2025	$90.00	97156	E 01 005 865 000 363 305	Fire Alarm Monitoring Bird Island
						Check Total:		**$179.85**		
HOME	53065	CH	1	6245	Farmward Cooperative	09/09/2025	$185.62	97139	E 01 020 810 000 000 401	Roundup/Trimec spray
						Check Total:		**$185.62**		
HOME	53066	CH	1	5072	HORIZON COMMERCIAL POOL SUPPLY	09/09/2025	$204.00	97162	E 05 005 120 000 000 350	Rope Repair
HOME	53066	CH	1	5072	HORIZON COMMERCIAL POOL SUPPLY	09/09/2025	$166.32	97162	E 05 005 120 000 000 350	Hooks
HOME	53066	CH	1	5072	HORIZON COMMERCIAL POOL SUPPLY	09/09/2025	$26.45	97162	E 05 005 120 000 000 350	Ship/Handling
HOME	53066	CH	1	5072	HORIZON COMMERCIAL POOL SUPPLY	09/09/2025	$57.98	97158	E 05 005 120 000 000 350	Testing Supplies
HOME	53066	CH	1	5072	HORIZON COMMERCIAL POOL SUPPLY	09/09/2025	$24.92	97158	E 05 005 120 000 000 350	shipping
						Check Total:		**$479.67**		
HOME	53067	CH	1	00350	HUBIN PUBLISHING	09/09/2025	$289.00	97136	E 01 005 110 000 000 380	Advertising
						Check Total:		**$289.00**		
HOME	53068	CH	1	5673	I KNOW IT	09/09/2025	$300.00	97157	E 01 015 203 000 000 460	3rd gr. Math cirriculum 1 yr. subscription
						Check Total:		**$300.00**		
HOME	53069	CH	1	01045	I.S.D. #0347 WILLMAR	09/09/2025	$502.08	97190	E 01 005 710 000 318 390	FIN 318 Admin.
HOME	53069	CH	1	01045	I.S.D. #0347 WILLMAR	09/09/2025	$36.77	97190	E 01 005 710 000 318 390	FIN 318 Admin- Gamma/Robotics Storage I
HOME	53069	CH	1	01045	I.S.D. #0347 WILLMAR	09/09/2025	$121.65	97190	E 01 005 710 000 318 390	FIN 318 Admin- Supervisor
HOME	53069	CH	1	01045	I.S.D. #0347 WILLMAR	09/09/2025	$5,902.95	97190	E 01 005 710 000 318 390	FIN 318 Direct Services to Students
HOME	53069	CH	1	01045	I.S.D. #0347 WILLMAR	09/09/2025	($3,239.07)	97190	E 01 005 710 000 318 390	FIN 318 Paid to Gamma/Robotics Staff
HOME	53069	CH	1	01045	I.S.D. #0347 WILLMAR	09/09/2025	$1,073.80	97190	E 01 005 710 000 318 390	Fiscal Hosting Fee
						Check Total:		**$4,398.18**		
HOME	53070	CH	1	00567	I.S.D. #0775 KMS	09/09/2025	$100.00	97169	E 01 020 292 970 000 369	9/4 Cross Country Entry Fee
						Check Total:		**$100.00**		
HOME	53071	CH	1	00090	JAHNKE WATER INC	09/09/2025	$230.50	97193	E 01 020 810 000 000 401	salt, bottled water, cooler rental
						Check Total:		**$230.50**		
HOME	53072	CH	1	5239	JEREMY ANDERSON	09/09/2025	$150.00	97185	E 01 020 294 973 000 305	9/12 Football
						Check Total:		**$150.00**		

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 8/22/2025-9/18/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
HOME	53073	CH	1	4916	JESSIE JOHNSON	09/09/2025	$150.00	97187	E 01 020 294 973 000 305	9/12 Football
						Check Total:		**$150.00**		
HOME	53074	CH	1	6243	Lac qui Parle Valley ISD#2853	09/09/2025	$120.00	97171	E 01 020 292 970 000 369	8/28 Cross Country
						Check Total:		**$120.00**		
HOME	53075	CH	1	5214	MAC'S HARDWARE	09/09/2025	$22.98	97143	E 01 020 810 000 000 401	903179 furniture glue, misc
HOME	53075	CH	1	5214	MAC'S HARDWARE	09/09/2025	$45.54	97151	E 01 020 810 000 000 350	903272 keyblans, anchors
HOME	53075	CH	1	5214	MAC'S HARDWARE	09/09/2025	$38.15	97152	E 01 020 810 000 000 350	903264 electrical supplies
HOME	53075	CH	1	5214	MAC'S HARDWARE	09/09/2025	$20.97	97144	E 01 020 810 000 000 401	903225 glue traps
HOME	53075	CH	1	5214	MAC'S HARDWARE	09/09/2025	$59.97	97154	E 01 020 810 000 000 350	903408 fire extinguisher sign, and bracket
HOME	53075	CH	1	5214	MAC'S HARDWARE	09/09/2025	$3,148.40	97145	E 01 020 810 000 000 401	903209 shelving for garage for paper sup
HOME	53075	CH	1	5214	MAC'S HARDWARE	09/09/2025	$24.56	97155	E 01 020 810 000 000 350	903329 clamps, test caps, qwik cap
HOME	53075	CH	1	5214	MAC'S HARDWARE	09/09/2025	$1.99	97146	E 01 020 810 000 000 401	903108 shims
HOME	53075	CH	1	5214	MAC'S HARDWARE	09/09/2025	$33.98	97147	E 01 020 810 000 000 401	903256 drywall anchor mis. hardware
HOME	53075	CH	1	5214	MAC'S HARDWARE	09/09/2025	$113.51	97161	E 05 005 120 000 000 350	Painting Supplies
HOME	53075	CH	1	5214	MAC'S HARDWARE	09/09/2025	$85.98	97153	E 01 020 810 000 000 401	903327 shelf hanging supplies
HOME	53075	CH	1	5214	MAC'S HARDWARE	09/09/2025	$2.54	97148	E 01 020 810 000 000 401	903329 . nuts, wahers, bolts
HOME	53075	CH	1	5214	MAC'S HARDWARE	09/09/2025	$16.99	97142	E 01 020 810 000 000 401	903037 nonmarking swivels
HOME	53075	CH	1	5214	MAC'S HARDWARE	09/09/2025	$13.95	97149	E 01 020 810 000 000 401	903356 Master Keyblank
HOME	53075	CH	1	5214	MAC'S HARDWARE	09/09/2025	$72.74	97150	E 01 020 810 000 000 350	903285 plaster anchors, drywall anchors,
						Check Total:		**$3,702.25**		
HOME	53076	CH	1	00219	MARCO TECHNOLOGIES LLC	09/09/2025	$2,243.00	97182	E 01 005 110 000 000 560	contract payment
						Check Total:		**$2,243.00**		
HOME	53077	CH	1	1883	MARCO TECHNOLOGIES, LLC	09/09/2025	$57.50	97184	E 01 005 110 000 000 305	shred service
HOME	53077	CH	1	1883	MARCO TECHNOLOGIES, LLC	09/09/2025	$57.50	97183	E 01 005 110 000 000 305	shred service
						Check Total:		**$115.00**		
HOME	53078	CH	1	3823	MARK HERMAN	09/09/2025	$140.00	97173	E 01 020 296 978 000 305	9/9 Volleyball Official
						Check Total:		**$140.00**		
HOME	53079	CH	1	4999	MINNESOTA WEST COMMUNITY & TECHI	09/09/2025	$148.00	97192	E 01 005 110 000 000 305	Non-Returned PSEO Book (reimbursed by
						Check Total:		**$148.00**		
HOME	53080	CH	1	5835	NAPA Auto Parts	09/09/2025	$21.65	97137	E 01 020 810 000 000 350	powerated belt
						Check Total:		**$21.65**		
HOME	53081	CH	1	00754	NEW LONDON-SPICER SCHOOL-I.S.D. #(	09/09/2025	$125.00	97170	E 01 020 292 970 000 369	9/11 Cross Country
						Check Total:		**$125.00**		

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 8/22/2025-9/18/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
HOME	53082	CH	1	5989	Peyton Mills	09/09/2025	$150.00	97189	E 01 020 294 973 000 305	9/12 Football
						Check Total:		**$150.00**		
HOME	53083	CH	1	1887	PITNEY BOWES PURCHASE POWER	09/09/2025	$583.98	97181	E 01 005 110 000 000 329	Postage, Activity charge
						Check Total:		**$583.98**		
HOME	53084	CH	1	4741	RANDALL POPP	09/09/2025	$140.00	97176	E 01 020 296 978 000 305	9/11 Volleyball Official
						Check Total:		**$140.00**		
HOME	53085	CH	1	5585	RANDY WIENER	09/09/2025	$150.00	97186	E 01 020 294 973 000 305	9/12 Football
						Check Total:		**$150.00**		
HOME	53086	CH	1	6251	Redwood Falls American Legion	09/09/2025	$75.70	97194	E 01 020 810 000 000 401	replacement flag
						Check Total:		**$75.70**		
HOME	53087	CH	1	4994	Regents of the University of Minnesota	09/09/2025	$75.00	97159	E 01 015 203 000 000 460	12 month renewal subscription to PRESSc
						Check Total:		**$75.00**		
HOME	53088	CH	1	4691	RUSTAD BUS SERVICE	09/09/2025	$2,200.00	97160	E 02 005 770 860 701 366	7/17/20 Boot Camp Western 5 trip to Gene
						Check Total:		**$2,200.00**		
HOME	53089	CH	1	4483	SCHOOL NUTRITION ASSOCIATION	09/09/2025	$213.00	97166	E 02 005 770 000 701 820	SNA MEMBERSHIP FOR 21-22 SCHOOL YI
						Check Total:		**$213.00**		
HOME	53090	CH	1	02219	SHEEHAN'S GAS CO	09/09/2025	$9.00	97163	E 01 015 810 000 000 440	monthly meter
						Check Total:		**$9.00**		
HOME	53091	CH	1	1346	TOTAL GLASS	09/09/2025	$260.00	97141	E 01 020 810 000 000 350	repair for insulated glass in doorway
						Check Total:		**$260.00**		
HOME	53092	CH	1	1907	TRACY PUBLIC SCHOOLS	09/09/2025	$75.00	97172	E 01 020 296 978 000 369	9/13 Volleyball
						Check Total:		**$75.00**		
HOME	53093	CH	1	3193	ULINE	09/09/2025	$717.33	97164	E 01 020 810 000 000 401	Cart for custodians
HOME	53093	CH	1	3193	ULINE	09/09/2025	$482.33	97165	E 01 020 810 000 000 401	Cart for custodians
						Check Total:		**$1,199.66**		
HOME	53094	CH	1	4875	WABASSO PUBLIC SCHOOL	09/09/2025	$150.00	97168	E 01 020 296 978 000 369	9/13 Volleyball Tournament
						Check Total:		**$150.00**		
HOME	53095	CH	1	4924	F&M BANK MINNESOTA	09/15/2025	$30.00	97212	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$30.00**		
HOME	53096	CH	1	5552	Greater Community Credit Union	09/15/2025	$100.00	97205	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$100.00**		

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 8/22/2025-9/18/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
HOME	53097	CH	1	2812	HOMETOWN BANK	09/15/2025	$1,121.17	97204	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$1,121.17**		
HOME	53098	CH	1	4158	KENSINGTON BANK	09/15/2025	$75.00	97209	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$75.00**		
HOME	53099	CH	1	5963	Magnifi Financial	09/15/2025	$75.00	97208	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$75.00**		
HOME	53100	CH	1	5581	Mid Country Bank	09/15/2025	$210.00	97207	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$210.00**		
HOME	53101	CH	1	3630	MN CHILD SUPPORT PMT CENTER	09/15/2025	$128.50	97213	B 01 215 079	Garnish 1
						Check Total:		**$128.50**		
HOME	53102	CH	1	02290	MN COUNCIL 65 AFSCME	09/15/2025	$291.63	97195	B 01 215 044	Union Dues
						Check Total:		**$291.63**		
HOME	53103	CH	1	6247	UMB HSA	09/15/2025	$345.83	97211	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$345.83**		
HOME	53104	CH	1	4847	UNITED WAY OF WEST CENTRAL MN	09/15/2025	$15.00	97218	B 01 215 000	Payroll Deductions
						Check Total:		**$15.00**		
HOME	53105	CH	1	6246	US Bank	09/15/2025	$214.97	97210	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$214.97**		
HOME	53106	CH	1	5559	WELLS FARGO-Willmar	09/15/2025	$62.50	97206	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$62.50**		
HOME	53108	CH	1	00555	B & D MARKET Acct#1277	09/16/2025	$21.13	97231	E 01 005 640 000 316 490	tct#005 staff dev
						Check Total:		**$21.13**		
HOME	53109	CH	1	4488	B & D MARKET ACCT#2501/1278 (COMM	09/16/2025	$20.15	97230	E 04 005 582 000 337 490	tct#0084/0075
						Check Total:		**$20.15**		
HOME	53110	CH	1	6108	BetterU Solutions LLC	09/16/2025	$2,634.00	97237	E 01 005 640 000 316 305	Staff Dev: total contract $7900.00 (1 of 3
						Check Total:		**$2,634.00**		
HOME	53111	CH	1	6156	Bullet Proof Mechanical Services Inc.	09/16/2025	$496.12	97260	E 02 005 770 000 701 350	Equipment troubleshooting and repair
						Check Total:		**$496.12**		
HOME	53112	CH	1	2284	CDWG	09/16/2025	$1,571.70	97242	E 01 005 630 257 302 555	BE75D-H Samsung BE75D-H Business Pro
						Check Total:		**$1,571.70**		
HOME	53113	CH	1	00061	CHAPPELL CENTRAL	09/16/2025	$2,044.88	97233	E 01 005 865 000 380 350	Checked RTU'S, verified both blowers we
						Check Total:		**$2,044.88**		

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 8/22/2025-9/18/2025

Pay/Void

Bank	Check No	Ty	Grp	Code	Vendor	Date	Amount	Voucher #	Account Code	Description
HOME	53114	CH	1	4823	DEPARTMENT OF HUMAN SERVICES	09/16/2025	$49.00	97225	E 01 020 402 000 740 433	SFY 2024 IEP Admin Fee
						Check Total:		**$49.00**		
HOME	53115	CH	1	4477	EDUCATORS BENEFIT CONSULTANTS, L	09/16/2025	$68.20	97245	E 01 005 160 000 000 305	ACS TPA Monthly Fee
						Check Total:		**$68.20**		
HOME	53116	CH	1	3687	EPS OPERATIONS, LLC	09/16/2025	$199.50	97238	E 01 015 203 000 000 460	#9780838860434 Words I Use When I Writ
HOME	53116	CH	1	3687	EPS OPERATIONS, LLC	09/16/2025	$29.93	97238	E 01 015 203 000 000 460	shipping
						Check Total:		**$229.43**		
HOME	53117	CH	1	02501	FARMER'S CO-OP OIL COMPANY OF REI	09/16/2025	$142.50	97229	E 01 005 760 000 733 442	vehicle supplies
						Check Total:		**$142.50**		
HOME	53118	CH	1	6061	Granite Telecommunications, LLC	09/16/2025	$195.32	97256	E 01 020 810 000 000 320	communications
						Check Total:		**$195.32**		
HOME	53119	CH	1	6240	Groves Learning Organization	09/16/2025	$760.00	97240	E 04 001 590 000 351 460	Knowledge-Based Comprehension Books
						Check Total:		**$760.00**		
HOME	53120	CH	1	00350	HUBIN PUBLISHING	09/16/2025	$117.00	97223	E 01 005 110 000 000 380	Advertising
						Check Total:		**$117.00**		
HOME	53121	CH	1	00047	I.S.D. #0413 MARSHALL	09/16/2025	$40.00	97254	E 01 020 296 978 000 369	9/13 Volleyball Entry Fee
						Check Total:		**$40.00**		
HOME	53122	CH	1	1161	I.S.D. #2190 YME DISTRICT	09/16/2025	$100.00	97253	E 01 020 292 970 000 369	9/22 Cross Country
						Check Total:		**$100.00**		
HOME	53123	CH	1	5470	Indianhead Foodservice Distributor, Inc.	09/16/2025	$107.95	97269	E 02 005 770 000 701 490	SY - Lunch
HOME	53123	CH	1	5470	Indianhead Foodservice Distributor, Inc.	09/16/2025	($209.55)	97273	E 02 005 770 000 705 490	Credit - Juice
HOME	53123	CH	1	5470	Indianhead Foodservice Distributor, Inc.	09/16/2025	$903.20	97264	E 02 005 770 000 705 490	SY - Breakfast
HOME	53123	CH	1	5470	Indianhead Foodservice Distributor, Inc.	09/16/2025	$638.06	97265	E 02 005 770 000 705 490	SY - Breakfast
HOME	53123	CH	1	5470	Indianhead Foodservice Distributor, Inc.	09/16/2025	$1,437.47	97266	E 02 005 770 000 701 490	SY - Lunch
HOME	53123	CH	1	5470	Indianhead Foodservice Distributor, Inc.	09/16/2025	$79.26	97267	E 02 005 770 000 701 490	SY - Lunch
HOME	53123	CH	1	5470	Indianhead Foodservice Distributor, Inc.	09/16/2025	$3,394.47	97268	E 02 005 770 000 701 490	SY - Lunch
HOME	53123	CH	1	5470	Indianhead Foodservice Distributor, Inc.	09/16/2025	$343.40	97270	E 02 005 770 000 709 490	Summer Meals
HOME	53123	CH	1	5470	Indianhead Foodservice Distributor, Inc.	09/16/2025	$55.22	97270	E 02 005 770 000 709 401	Supplies
HOME	53123	CH	1	5470	Indianhead Foodservice Distributor, Inc.	09/16/2025	$161.12	97271	E 02 005 770 000 709 490	Summer Meals
HOME	53123	CH	1	5470	Indianhead Foodservice Distributor, Inc.	09/16/2025	$217.79	97272	E 02 005 770 000 701 401	SY - SUPPLIES
						Check Total:		**$7,128.39**		
HOME	53124	CH	1	00453	J. W. PEPPER & SON, INC	09/16/2025	$65.00	97252	E 01 020 258 233 000 430	11391760E Take Me Home, Country Roads
HOME	53124	CH	1	00453	J. W. PEPPER & SON, INC	09/16/2025	$55.00	97252	E 01 020 258 233 000 430	2462679E I WANT YOU BACK EPRINT

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 8/22/2025-9/18/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
HOME	53124	CH	1	00453	J. W. PEPPER & SON, INC	09/16/2025	$19.99	97252	E 01 020 258 233 000 430	shipping
						Check Total:		**$139.99**		
HOME	53125	CH	1	6109	LAKELAND MEDIA	09/16/2025	$235.46	97235	E 01 005 110 000 000 380	advertising
						Check Total:		**$235.46**		
HOME	53126	CH	1	4735	LAKEVIEW HIGH SCHOOL	09/16/2025	$1,000.00	97227	E 01 005 630 257 302 555	Gen 8 ipads, 32G, used
						Check Total:		**$1,000.00**		
HOME	53127	CH	1	4176	LEE THUNSTROM	09/16/2025	$140.00	97249	E 01 020 296 978 000 305	9/18 Volleyball
						Check Total:		**$140.00**		
HOME	53128	CH	1	2103	MAX'S GRILL	09/16/2025	$2,445.60	97226	E 01 005 640 000 316 366	Meals
						Check Total:		**$2,445.60**		
HOME	53129	CH	1	5554	MN Public Employees Insurance Program	09/16/2025	$49,524.00	97255	B 01 215 030	BCBS-Payroll Deductions
						Check Total:		**$49,524.00**		
HOME	53130	CH	1	4185	NISSEN'S DAIRY DELIVERY	09/16/2025	$1,356.00	97261	E 02 005 770 000 701 495	Olivia-Lunch-Milk
HOME	53130	CH	1	4185	NISSEN'S DAIRY DELIVERY	09/16/2025	$1,698.00	97262	E 02 005 770 000 701 495	Olivia-Lunch-Milk
HOME	53130	CH	1	4185	NISSEN'S DAIRY DELIVERY	09/16/2025	$1,394.16	97263	E 02 005 770 000 701 495	Olivia-Lunch-Milk
						Check Total:		**$4,448.16**		
HOME	53131	CH	1	00444	PAAPE ENERGY SERVICES	09/16/2025	$951.21	97232	E 01 020 810 000 000 350	Secrutiry Camera Repair
						Check Total:		**$951.21**		
HOME	53132	CH	1	00765	PAN-0-GOLD BAKING CO	09/16/2025	$125.52	97258	E 02 005 770 000 701 490	Bread
HOME	53132	CH	1	00765	PAN-0-GOLD BAKING CO	09/16/2025	$223.12	97259	E 02 005 770 000 701 490	Bread
HOME	53132	CH	1	00765	PAN-0-GOLD BAKING CO	09/16/2025	$192.40	97257	E 02 005 770 000 701 490	Bread
						Check Total:		**$541.04**		
HOME	53133	CH	1	1925	PITNEY BOWES GLOBAL FINANCIAL SEF	09/16/2025	$564.00	97247	E 01 005 110 000 000 370	Mailing System lease
						Check Total:		**$564.00**		
HOME	53134	CH	1	2196	RENCO PUBLISHING, INC.	09/16/2025	$1,659.90	97228	E 01 005 110 000 000 380	advertising
						Check Total:		**$1,659.90**		
HOME	53135	CH	1	1194	RICH POHLMEIER	09/16/2025	$140.00	97250	E 01 020 296 978 000 305	9/18 Volleyball
						Check Total:		**$140.00**		
HOME	53136	CH	1	5662	SAVVAS LEARNING COMPANY	09/16/2025	$675.00	97239	E 01 015 203 000 000 460	#9781418361723 D'Nealian Handwriting St
HOME	53136	CH	1	5662	SAVVAS LEARNING COMPANY	09/16/2025	$54.00	97239	E 01 015 203 000 000 460	shipping
						Check Total:		**$729.00**		
HOME	53137	CH	1	6121	SCHOLASTIC	09/16/2025	$99.90	97248	E 01 020 402 000 740 433	Action Magazine

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 8/22/2025-9/18/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
HOME	53137	CH	1	6121	SCHOLASTIC	09/16/2025	$29.97	97248	E 01 020 402 000 740 433	Choices Magazine
HOME	53137	CH	1	6121	SCHOLASTIC	09/16/2025	$42.45	97248	E 01 020 402 000 740 433	Math Magazine
HOME	53137	CH	1	6121	SCHOLASTIC	09/16/2025	$49.95	97248	E 01 020 402 000 740 433	Scope
HOME	53137	CH	1	6121	SCHOLASTIC	09/16/2025	$19.98	97248	E 01 020 402 000 740 433	New York Times
HOME	53137	CH	1	6121	SCHOLASTIC	09/16/2025	$24.24	97248	E 01 020 402 000 740 433	shipping
						Check Total:		**$266.49**		
HOME	53138	CH	1	4721	SQUIRES, WALDSPURGER, & MACE, PA.	09/16/2025	$1,624.00	97224	E 01 005 150 000 000 305	Legal Correspondence
						Check Total:		**$1,624.00**		
HOME	53139	CH	1	01069	ST. MARY'S SCHOOL	09/16/2025	$68.70	97241	E 04 001 590 000 351 460	Ulitmate Writing Unit
						Check Total:		**$68.70**		
HOME	53140	CH	1	3193	ULINE	09/16/2025	$225.00	97246	E 01 020 810 000 000 401	Trash can
HOME	53140	CH	1	3193	ULINE	09/16/2025	$62.63	97246	E 01 020 810 000 000 401	shipping
						Check Total:		**$287.63**		
HOME	53141	CH	1	6023	United States Postal Service	09/16/2025	$45.29	97251	E 04 005 580 000 325 329	bulk mailing for ECFE
						Check Total:		**$45.29**		
HOME	53142	CH	1	02546	WEST CENTRAL SANITATION	09/16/2025	$738.80	97244	E 01 015 810 000 000 332	sanitation services BI
HOME	53142	CH	1	02546	WEST CENTRAL SANITATION	09/16/2025	$616.95	97243	E 01 015 810 000 000 332	sanitation services BI
						Check Total:		**$1,355.75**		
HOME	53143	CH	1	00023	AMERICAN WELDING & GAS, INC	09/16/2025	$111.39	97234	E 01 005 865 000 363 305	fire ext. maint., replacement parts inv#085
HOME	53143	CH	1	00023	AMERICAN WELDING & GAS, INC	09/16/2025	$434.61	97236	E 01 005 865 000 363 305	Fire Extinguisher Inspection
						Check Total:		**$546.00**		
HOME	53144	CH	1	6216	ArbiterSports LLC	09/16/2025	$746.00	97300	E 05 005 120 000 000 305	Registration Subscription - Pool
HOME	53144	CH	1	6216	ArbiterSports LLC	09/16/2025	$1,119.00	97300	E 04 005 505 000 321 305	Registration Subscription - Comm Ed
						Check Total:		**$1,865.00**		
						Bank HOME Total:		**$280,722.05**		
REFC	5200	CH	1	5072	HORIZON COMMERCIAL POOL SUPPLY	08/28/2025	$46,760.00	97123	E 06 005 870 000 000 305	Install New 3 Panel Alta Thermal Welded P
						Check Total:		**$46,760.00**		
REFC	5201	CH	1	6212	Admiral Coatings, Inc.	09/16/2025	$75,620.00	97293	E 06 005 870 000 000 305	App 4 7/15/2025-8/31/2025 BOLD BP02 C
REFC	5201	CH	1	6212	Admiral Coatings, Inc.	09/16/2025	$14,867.50	97294	E 06 005 870 000 000 305	App 5 9/1/2025-9/30/2025 BOLD BP02 O
						Check Total:		**$90,487.50**		
REFC	5202	CH	1	6224	Amquist Flooring	09/16/2025	$145,861.58	97292	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$145,861.58**		

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 8/22/2025-9/18/2025

Pay/Void

Bank	Check No	Ty	Grp	Code	Vendor	Date	Amount	Voucher #	Account Code	Description
REFC	5203	CH	1	00061	CHAPPELL CENTRAL	09/16/2025	$9,942.22	97296	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$9,942.22**		
REFC	5204	CH	1	6193	Commercial Drywall, Inc.	09/16/2025	$90,861.04	97287	E 06 005 870 000 000 530	BOLD BP02 Olivia and Bird Island Additon
						Check Total:		**$90,861.04**		
REFC	5205	CH	1	6195	Design Electric Inc.	09/16/2025	$151,174.30	97277	E 06 005 870 000 000 305	App 5 BOLD BP02 Olivia and Bird Island A
						Check Total:		**$151,174.30**		
REFC	5206	CH	1	5463	DUININCK INC. - MN	09/16/2025	$195,254.86	97279	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$195,254.86**		
REFC	5207	CH	1	6188	Evenson Concrete Systems	09/16/2025	$13,775.00	97284	E 06 005 870 000 000 305	(6)BOLD BP02 Olivia Bird Island Additions
REFC	5207	CH	1	6188	Evenson Concrete Systems	09/16/2025	$13,400.70	97299	E 06 005 870 000 000 305	(8)BOLD BP02 Olivia Bird Island Additions
						Check Total:		**$27,175.70**		
REFC	5208	CH	1	6167	FORD METRO , Inc.	09/16/2025	$28,595.00	97286	E 06 005 870 000 000 305	BOLD BP02 Olivia and BI Additions and Re
						Check Total:		**$28,595.00**		
REFC	5209	CH	1	6179	Grazzini Brothers & Company	09/16/2025	$6,650.00	97289	E 06 005 870 000 000 305	app 4 8/13/2025-9/9/2025 BOLD BP02 Oli
REFC	5209	CH	1	6179	Grazzini Brothers & Company	09/16/2025	$41,610.00	97288	E 06 005 870 000 000 305	app3 7/8/2025-8/12/2025 BOLD BP02 Oliv
						Check Total:		**$48,260.00**		
REFC	5210	CH	1	5394	INSTITUTE FOR ENVIRONMENTAL ASSES	09/16/2025	$12,354.88	97275	E 06 005 870 000 000 305	58875 2025 Olivia School Abatement Renc
REFC	5210	CH	1	5394	INSTITUTE FOR ENVIRONMENTAL ASSES	09/16/2025	$6,706.16	97276	E 06 005 870 000 000 305	58875 Bird Island School 2025 West Renc
REFC	5210	CH	1	5394	INSTITUTE FOR ENVIRONMENTAL ASSES	09/16/2025	$2,475.49	97274	E 06 005 870 000 000 305	59288 Bird Island School 2025 West Renc
						Check Total:		**$21,536.53**		
REFC	5211	CH	1	3611	JOHNSON CONTROLS, INC	09/16/2025	$32,599.65	97281	E 06 005 870 000 000 530	App 2 8/1/2025-8/31/2025 BOLD BP02 O
REFC	5211	CH	1	3611	JOHNSON CONTROLS, INC	09/16/2025	$159,648.30	97280	E 06 005 870 000 000 530	App 1 7/1/2025-7/31/2025 BOLD BP02 O
						Check Total:		**$192,247.95**		
REFC	5212	CH	1	6210	Lakeside Construction& Masonry	09/16/2025	$83,837.50	97285	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$83,837.50**		
REFC	5213	CH	1	6158	Masters Plumbing, Heating & Cooling LLC	09/16/2025	$66,025.00	97295	E 06 005 870 000 000 305	App 9 BOLD BP02 Olivia and Bird Island A
						Check Total:		**$66,025.00**		
REFC	5214	CH	1	5040	MCDOWALL COMPANY	09/16/2025	$150,510.40	97297	E 06 005 870 000 000 305	App 5 BOLD BP02 Olivia and Bird Island A
						Check Total:		**$150,510.40**		
REFC	5215	CH	1	6194	Multiple Concepts Interiors (MCI)	09/16/2025	$26,479.03	97290	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$26,479.03**		

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 8/22/2025-9/18/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
REFC	5216	CH	1	6054	Nexus Solutions LLc	09/16/2025	$220,329.48	97282	E 06 005 870 000 000 305	Project Development, Program Managemer
						Check Total:		**$220,329.48**		
REFC	5217	CH	1	6118	Robert W. Carlstrom Co., Inc	09/16/2025	$679,580.31	97283	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additons
						Check Total:		**$679,580.31**		
REFC	5218	CH	1	6223	St. Cloud Acoustics	09/16/2025	$61,569.50	97291	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$61,569.50**		
REFC	5219	CH	1	6189	UHL Company	09/16/2025	$53,015.70	97298	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additio
						Check Total:		**$53,015.70**		
REFC	5220	CH	1	6166	WILLMAR ELECTRIC	09/16/2025	$403,466.52	97278	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$403,466.52**		
						Bank REFC Total:		**$2,792,970.12**		
						Report Total:		**$3,073,692.17**		

BOLD BOARD OF EDUCATION
REGULAR MEETING
Monday, August 25, 2025 7:00 PM Central

BOLD Media Center
701 South 9th Street
Olivia, MN 56277

Brad Aaseth:	Present
Sandy Benson:	Present
Mary Ella Clouse:	Present
Dr. Todd Frank:	Present
Greg Peppel:	Present
Brad Retterath:	Present
Todd Sheehan:	Present

Present: 7.

Brad Retterath: Absent

Present: 6, Absent: 1.

I. Call to Order and Roll Call
Meeting called to order at 7:00 PM.

II. Pledge of Allegiance

III. Approval of Agenda
I move to approve the agenda as published in the board packet. This motion, made by Mary Ella Clouse and seconded by Brad Aaseth, Carried.
Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Brad Retterath: Yea, Todd Sheehan: Yea
Yea: 7, Nay: 0

IV. Recognition of Visitors to the School Board

V. Public Forum

VI. Consent Items
I move to approve the consent items of approving bill payments, the July 28, 2025 minutes, and personnel changes as published in the board packet. This motion, made by Greg Peppel and seconded by Sandy Benson, Carried.
Brad Aaseth: Abstain (With Conflict), Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Brad Retterath: Yea, Todd Sheehan: Yea
Yea: 6, Nay: 0, Abstain (With Conflict): 1

- Our budget report is subject to change as we continue working on year end
    - Some of our annual expenses such as liability and property insurance premiums for the whole year, curriculum and educational needs/resources, inspections for safety systems, etc hit in July along with new rates for staff benefits
    - On these reports anything tied to HOME bank is our regular operating and REFC is construction expenses
    -
- 1. Checks

- Scorevision is the software that runs the scoreboard - @Aimee Dale may know more details.
- USI Consulting is the fee for doing our GASB 75 Actuarial Disclosures. This is required of us annually and USI has assisted us previously. I did attach their report here. This is also something we will have to provide to CDS for our audit.
-

2. Wires for IRS

A Schmidt was not filing our Quarterly 941s so we ended up getting levied IRS penalties for 4 quarters back to 2023. The IRS informed me over the phone that if we choose to file the form 820 to abate the penalties we are still required to pay these penalties while they process our abatement request or they would continue to increase. They will credit us the penalty amounts back should they approve our request. We submitted the requests with the form 820 request form, the copies of the filed 941s filed as soon as we were made aware they weren't, the good faith payment confirmations for the penalties, and a letter from both myself and the Renville County attorney Kelsie Kingstrom. I have not heard back about our requests yet from the IRS but understand it does take some time.

3. Budget deficit

Staff are aware of their budgets and have been asking questions and thinking creatively. We will be working with Lori Volz to do some ADM evaluating which will help us with being as accurate as we can with our revenues.

VII. Reports
- VII.A. **Superintendent Report**
- VII.B. **PK-6 Principal Report**
- VII.C. **7-12 Principal Report**
- VII.D. **Activities Report**
- VII.E. **Community Education Report**
- VII.F. **Food Service Director Report**
- VII.G. **Pool Report**
- VII.H. **Facilities Report**
- VII.I. **School Board Committee Reports**

VIII. New Business

VIII.A. Designate TimTydlacka, Superintendent, as the Identified Official with Authority for the MDE External User Access Recertification System. (Action)

Motion to approve Tom Kroes's contract for the 2025-26 school year. This motion, made by Greg Peppel and seconded by Sandy Benson, Carried. Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Brad Retterath: Yea, Todd Sheehan: Yea Yea: 7, Nay: 0

VIII.B. Approve the revised 2025-2026 Fall Athletic Coaching list as published in the board packet. (Attachment) (Action)

I move to approve the revised 2025-2026 Fall Athletic Coaching list as published in the board packet. This motion, made by Mary Ella Clouse and seconded by Brad Aaseth, Carried.
Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Brad Retterath: Yea, Todd Sheehan: Yea
Yea: 7, Nay: 0

VIII.C. Approve administration to seek bids for 2026 lawn care.(Action)

I move to approve the administration to start the process and seek bids for 2026 lawn care of the district facilities. This motion, made by Todd Sheehan and seconded by Greg Peppel, Carried.
Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Brad Retterath: Yea, Todd Sheehan: Yea
Yea: 7, Nay: 0

VIII.D. Approve the 2024-2026 Custodians Labor Agreement between Local Union 1686, Council 65, AFSCME, AFL-CIO and BOLD School District. (Attachment) (Action)

I move to approve the 2024-2026 Custodians Labor Agreement between Local Union 1686, Council 65, AFSCME, AFL-CIO and BOLD School District. This motion, made by Mary Ella Clouse and seconded by Greg Peppel, Carried.
Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Brad Retterath: Yea, Todd Sheehan: Yea
Yea: 7, Nay: 0

VIII.E. Approve the 2024-2026 Administrative Assistants Labor Agreement between Council 65, AFSCME, AFL-CIO and BOLD School District. (Attachment) (Action)

I move to approve the 2024-2026 Administrative Assistants Labor Agreement between Council 65, AFSCME, AFL-CIO and BOLD School District. This motion, made by Sandy Benson and seconded by Todd Sheehan, Carried.
Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Brad Retterath: Yea, Todd Sheehan: Yea
Yea: 7, Nay: 0

VIII.F. Approve the 2024-2026 Food Service Labor Agreement between Council 65, AFSCME, AFL-CIO and BOLD School District. (Attachment) (Action)

I move to approve the 2024-2026 Food Service Labor Agreement between Council 65, AFSCME, AFL-CIO and BOLD School District. This motion, made by Brad Aaseth and seconded by Mary Ella Clouse, Carried.
Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Brad Retterath: Yea, Todd Sheehan: Yea
Yea: 7, Nay: 0

VIII.G. Approve the 2024-2026 Paraprofessionals Labor Agreement between Council 65, AFSCME, AFL-CIO and BOLD School District. (Attachment) (Action)

I move to approve the 2024-2026 Paraprofessionals Labor Agreement between Council 65, AFSCME, AFL-CIO and BOLD School District. This motion, made by Greg Peppel and seconded by Brad Aaseth, Carried.
Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Brad Retterath: Yea, Todd Sheehan: Yea
Yea: 7, Nay: 0

VIII.H. Approve a contract for Tom Kroes, Social Worker.

I move to approve the contract for Tom Kroes, Social Worker, as published in the board packet. This motion, made by Mary Ella Clouse and seconded by Greg Peppel, Carried.
Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Brad Retterath: Yea, Todd Sheehan: Yea
Yea: 7, Nay: 0

VIII.I. Set Public Hearing Dates for Proposed Property Taxes Payable 2026. (Action)

Recommendation:

Hearing Date: Tuesday, November 25, 2025
Continuation Hearing Date: Monday, December 8, 2025
Location: Media Center - Olivia
Time: 6:30 p.m. (both dates)

Timelines:

On/By September 29, 2025.....Certify Truth-in-Taxation and Continuation Hearing Dates to County Auditors
September 22, 2025 (Regular Mtg).....Adopt Proposed 25 Payable 26 Levy
On/Before September 29, 2025.....Certify Proposed 25 Payable 26 Levy to County Auditor
November 25, 2025 @ 6:30 p.m.....Hold Public Hearing (Special Meeting)
December 8, 2025 @ 6:30 p.m.....Continuation Hearing if Necessary (Special Meeting)
December 22, 2025 (Regular Mtg).....Adopt Final 24 Payable 25 Levy
On/By December 28, 2025.....Certify Final 24 Payable 25 Levy to County Auditor
On/By December 28, 2025.....Notify the Department of Education of Final Certified Levy

I move to approve the Public Hearing Dates for Proposed Property Taxes Payable 2026 as recommendated below: Hearing Date: Monday, November 25, 2025 Continuation Hearing Date: Monday, December 8, 2025 Location: Media Center - Olivia Time: 6:30 p.m. (both dates)
Timelines: On/By September 29, 2025.....Certify Truth-in-Taxation and Continuation Hearing Dates to County Auditors September 22, 2025 (Regular Mtg).....Adopt Proposed 25 Payable 26 Levy On/Before September 29, 2025.....Certify Proposed 25 Payable 26 Levy to County Auditor November 25, 2025 @ 6:30 p.m.....Hold Public Hearing (Special Meeting) December 8, 2025 @ 6:30 p.m.....Continuation Hearing

if Necessary (Special Meeting) December 22, 2025 (Regular Mtg).....Adopt Final 24 Payable 25 Levy On/By December 28, 2025.....Certify Final 24 Payable 25 Levy to County Auditor On/By December 28, 2025.....Notify the Department of Education of Final Certified Levy. This motion, made by Brad Aaseth and seconded by Sandy Benson, Carried.
Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Brad Retterath: Yea, Todd Sheehan: Yea
Yea: 7, Nay: 0

VIII.J. Approval of a contract with Titan Environmental for the Bird Island Building Abatement. (Action) (Attachment)
I move to approve a contract with Titan Environmental for the sum of $257,700.00 with the workscope in the attachment to the board packet for the abatement on the Bird Island building. This motion, made by Todd Sheehan and seconded by Greg Peppel, Carried.
Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Brad Retterath: Yea, Todd Sheehan: Yea
Yea: 7, Nay: 0

VIII.K. Revisit the process for appointment to fill the vacated seat of Member Retterath, whose term expires on January 4, 2027. (Action)
I move to have a committee of Members _____ to put together a list of names in prioritized order. The committee would then ask the individuals, starting at the top of the priority list, if they would accept the appointment. When the highest prioritized candidate states yes, they would accept the appointment, then the committee process starts. The committee will notify the Board Chair and Superintendent of the name of that candidate. An agenda item with the recommended name for the appointment would be brought forward to be voted upon by the full board at the September 22, 2025 Regular Board Meeting. This motion, made by Brad Aaseth and seconded by Mary Ella Clouse, Carried.
Brad Retterath: Absent, Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Todd Sheehan: Yea
Yea: 6, Nay: 0, Absent: 1

VIII.L. Third and Final Reading of Policy 410, Family and Medical Leave Policy. (Attachment) (Action)
I move to adopt Policy 410, Family and Medical Leave Policy, as published in the board packet. This motion, made by Brad Aaseth and seconded by Todd Sheehan, Carried.
Brad Retterath: Absent, Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Todd Sheehan: Yea
Yea: 6, Nay: 0, Absent: 1

VIII.M. First and Final Reading of Policy 413, Harassment and Violence with Form and Policy 413.1, Harassment and Violence Report Form. (Attachments) (Action)
I move to approve Policy 413, Harassment and Violence with Form and 413.1, Harassment and Violence Report Form as published in the board

packet. This motion, made by Mary Ella Clouse and seconded by Sandy Benson, Carried.
Brad Retterath: Absent, Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Todd Sheehan: Yea
Yea: 6, Nay: 0, Absent: 1

VIII.N. Third and FInal Reading of Policy 516, Student Medication and Telehealth. (Attachment) (Action)
I move to approve Policy 516, Student Medication and Telehealth, as published in the board packet. This motion, made by Greg Peppel and seconded by Brad Aaseth, Carried.
Brad Retterath: Absent, Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Todd Sheehan: Yea
Yea: 6, Nay: 0, Absent: 1

VIII.O. Third and Final Reading of Policy 520, Student Surveys. (Attachment) (Action)
I move to approve Policy 520, Student Surveys, as published in the board packet. This motion, made by Todd Sheehan and seconded by Sandy Benson, Carried.
Brad Retterath: Absent, Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Todd Sheehan: Yea
Yea: 6, Nay: 0, Absent: 1

VIII.P. Third and Final Reading of Policy 807, Health and Safety Policy. (Attachment) (Action)
I move to adopt Policy 807, Health and Safety Policy, as published in the board packet. This motion, made by Brad Aaseth and seconded by Mary Ella Clouse, Carried.
Brad Retterath: Absent, Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Todd Sheehan: Yea
Yea: 6, Nay: 0, Absent: 1

VIII.Q. Single and Final Reading of Policy 901, Community Education. (Attachment) (Action)
I move to approve Policy 901, Community Education, as published in the board packet. This motion, made by Mary Ella Clouse and seconded by Brad Aaseth, Carried.
Brad Retterath: Absent, Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Todd Sheehan: Yea
Yea: 6, Nay: 0, Absent: 1

VIII.R. Second Reading of Policy 532, Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds. (Attachment)

VIII.S. Second Reading of Policy 533, Wellness. (Attachment)

VIII.T. First reading of Policy 535 Service Animals in Schools and Policy 535.1 Approval Request Form For Use of a Service Animal. (Attachments)

VIII.U. First Reading of Policy 806, Crisis Management. (Attachment)

VIII.V. Adopt a Resolution to Acknowledge and Accept Gifts, Grants, and Bequests.
(Attachment) (Action)

Adopt a Resolution to Acknowledge and Accept Gifts, Grants, and Bequests. (Attachment) (Action). This motion, made by Brad Aaseth and seconded by Mary Ella Clouse, Carried.
Brad Retterath: Absent, Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Todd Sheehan: Yea
Yea: 6, Nay: 0, Absent: 1

VIII.W. **Upcoming dates:**

September 22, 2025 7:00 p.m. Regular Board Meeting in the BOLD Media Center

October 27, 2025 7:00 p.m. Regular Board Meeting in the BOLD Media Center

November 24, 2025 7:00 p.m. Regular Board Meeting in the BOLD Media Center

IX. **Adjourn**

I move to adjourn the meeting. This motion, made by Todd Sheehan and seconded by Brad Aaseth, Carried.
Brad Retterath: Absent, Brad Aaseth: Yea, Sandy Benson: Yea, Mary Ella Clouse: Yea, Dr. Todd Frank: Yea, Greg Peppel: Yea, Todd Sheehan: Yea
Yea: 6, Nay: 0, Absent: 1
Meeting was adjourned at 8:36 pm.

Jim Menton <jim.menton@bold.k12.mn.us>

MREA Membership Renewal Pending Payment

1 message

MREA <info@mreavoice.org> Wed, Jul 9, 2025 at 10:07 AM
Reply-To: MREA <info@mreavoice.org>
To: James Menton <jim.menton@bold.k12.mn.us>



Dear James Menton,

Thank you for your membership in the Minnesota Rural Education Association! Your membership helps us proactively engage with legislators and state officials to address Greater Minnesota public education funding and policy issues. Bird Island-Olivia-Lake Lillian School District (BOLD)'s renewed membership is fundamental to MREA's advocacy targeting support for student learning and reducing funding gaps in Greater Minnesota education.

Membership Renewal – July 1, 2025 – June 30, 2026

Membership fees are calculated with a base fee of $1,100 plus a legislative fee of $1/APU. Bird Island-Olivia-Lake Lillian School District (BOLD)'s renewed membership is based on 642 APU, with a total of $1,742.00. Please use this email as your invoice. Thank you for submitting a copy of this invoice with your check payable to MREA at:

Minnesota Rural Education Association
2233 Roosevelt Rd, Ste 7
St. Cloud, MN 56301

INVOICE | MEMBERSHIP DUES

Membership Status: Pending

Membership Year: July 1, 2025 - June 30, 2026

Membership Dues: $1,742.00

Due Date: August 29

MREA's membership year is July 1 - June 30, so we ask that you pay your membership dues by August 29 to ensure there's no lapse in membership benefits.

Thank you for your continued support as we advocate for Greater Minnesota education. We'll notify you as soon as we receive your payment. Please contact us at info@mreavoice.org or (320) 762-6574 with questions or if you want to pay via credit card.

Office hours are Tuesday, Wednesday and Thursday, 9 a.m. to 1 p.m. CST.

Sincerely,

Your MREA Team

(833)-MNVOICE

MREA is a nonprofit 501(c)(4) membership association and dues are not tax deductible as charitable contributions. We estimate 41.8% of FY26 dues will be attributable to non-deductible lobbying activity and are not deductible under Internal Revenue Code Section 162 as an ordinary and necessary business expense. Notify your accountant and/or tax preparer.

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 07/24/2025-08/21/2025

Pay/Void

Bank	Check No	Ty	Grp	Code	Vendor	Date	Amount	Voucher #	Account Code	Description
HOME	52913	CH	1	4502	Apple Store	07/24/2025	$1,099.00	96843	E 05 005 120 000 000 401	MW1G3LL/A
						Check Total:		**$1,099.00**		
HOME	52914	CH	1	6074	Baker Tilly Muncipal Advisors, LLC	07/24/2025	$5,775.00	96872	E 06 005 870 000 000 305	BOLD Monitoring Bond- Project Monitoring
						Check Total:		**$5,775.00**		
HOME	52915	CH	1	6107	BOELTER COMPANIES INC.	07/24/2025	$6,737.17	96881	E 02 005 770 000 701 530	Cart - Grant Funded
						Check Total:		**$6,737.17**		
HOME	52916	CH	1	5079	BROTHER'S FIRE AND SECURITY INC	07/24/2025	$1,350.00	96870	E 01 005 865 000 363 305	Annual Alarm Inspections
HOME	52916	CH	1	5079	BROTHER'S FIRE AND SECURITY INC	07/24/2025	$1,801.00	96871	E 01 005 865 000 363 305	Annual Fire Sprinkler Inspection - BI
HOME	52916	CH	1	5079	BROTHER'S FIRE AND SECURITY INC	07/24/2025	$1,835.00	96869	E 01 005 865 000 363 305	Annual Fire Sprinkler Inspections
						Check Total:		**$4,986.00**		
HOME	52917	CH	1	3615	BSN SPORTS, LLC	07/24/2025	$154.98	96849	E 01 020 294 973 000 401	Football Supplies
HOME	52917	CH	1	3615	BSN SPORTS, LLC	07/24/2025	$3,199.00	96850	E 01 020 294 973 000 305	Helmet Reconditioning
HOME	52917	CH	1	3615	BSN SPORTS, LLC	07/24/2025	$2,365.00	96851	E 01 020 294 973 000 401	JH Helmets
HOME	52917	CH	1	3615	BSN SPORTS, LLC	07/24/2025	$4,000.00	96852	E 04 005 505 000 321 401	Youth Helmets
HOME	52917	CH	1	3615	BSN SPORTS, LLC	07/24/2025	$1,085.00	96847	E 01 020 294 973 000 401	Football Jackets
HOME	52917	CH	1	3615	BSN SPORTS, LLC	07/24/2025	$2,274.95	96848	E 01 020 294 973 000 401	Football Supplies
						Check Total:		**$13,078.93**		
HOME	52918	CH	1	3474	CEV MULTIMEDIA	07/24/2025	$1,500.00	96877	E 01 020 211 000 000 460	MN Turnkey Package, MN Family & Consu
						Check Total:		**$1,500.00**		
HOME	52919	CH	1	00887	CITY OF BIRD ISLAND	07/24/2025	$227.76	96873	E 01 015 810 000 000 330	utilities
						Check Total:		**$227.76**		
HOME	52920	CH	1	00435	CITY OF OLIVIA	07/24/2025	$36.71	96875	E 02 005 770 000 701 330	utilities
HOME	52920	CH	1	00435	CITY OF OLIVIA	07/24/2025	$697.46	96875	E 01 020 810 000 000 330	utilities
HOME	52920	CH	1	00435	CITY OF OLIVIA	07/24/2025	$357.43	96874	E 02 005 770 000 701 330	utilities
HOME	52920	CH	1	00435	CITY OF OLIVIA	07/24/2025	$6,791.16	96874	E 01 020 810 000 000 330	utilities
HOME	52920	CH	1	00435	CITY OF OLIVIA	07/24/2025	$10.67	96876	E 02 005 770 000 701 330	utilities
HOME	52920	CH	1	00435	CITY OF OLIVIA	07/24/2025	$202.79	96876	E 01 020 810 000 000 330	utilities
						Check Total:		**$8,096.22**		
HOME	52921	CH	1	6191	Denny Spielmann	07/24/2025	$1,500.00	96853	E 01 020 810 000 000 350	License Fee
HOME	52921	CH	1	6191	Denny Spielmann	07/24/2025	$203.50	96853	E 01 020 810 000 000 350	Consult/Questions
						Check Total:		**$1,703.50**		
HOME	52922	CH	1	5381	DUFAULT PUBLISHING INC	07/24/2025	$4.95	96878	E 01 020 211 600 000 401	Diploma inserts

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 07/24/2025-08/21/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
HOME	52922	CH	1	5381	DUFAULT PUBLISHING INC	07/24/2025	$13.00	96878	E 01 020 211 600 000 401	shipping
						Check Total:		**$17.95**		
HOME	52923	CH	1	02205	ECOLAB PEST ELIMINATION DIVISION, IN	07/24/2025	$152.82	96868	E 01 015 050 000 000 401	pest control
						Check Total:		**$152.82**		
HOME	52924	CH	1	4477	EDUCATORS BENEFIT CONSULTANTS, L	07/24/2025	$68.20	96856	E 01 005 160 000 000 305	ACS TPA Monthly Fee
						Check Total:		**$68.20**		
HOME	52925	CH	1	02501	FARMER'S CO-OP OIL COMPANY OF REI	07/24/2025	$188.47	96859	E 01 005 760 000 733 442	fuel
						Check Total:		**$188.47**		
HOME	52927	CH	1	6232	Liberty Mutual Insurance	07/24/2025	$133,612.00	96855	E 01 005 940 000 000 340	Annual Insurance Policy
						Check Total:		**$133,612.00**		
HOME	52928	CH	1	5554	MN Public Employees Insurance Program	07/24/2025	$47,946.74	96879	B 01 215 030	BCBS-Payroll Deductions
						Check Total:		**$47,946.74**		
HOME	52929	CH	1	4185	NISSEN'S DAIRY DELIVERY	07/24/2025	$224.25	96844	E 02 005 770 000 709 495	Milk
						Check Total:		**$224.25**		
HOME	52930	CH	1	1887	PITNEY BOWES PURCHASE POWER	07/24/2025	$59.81	96854	E 01 005 110 000 000 329	Postage, Activity charge
						Check Total:		**$59.81**		
HOME	52931	CH	1	4647	REED STADTHER	07/24/2025	$200.00	96882	E 01 020 294 976 000 305	Apr/May Umpiring 4 games
						Check Total:		**$200.00**		
HOME	52932	CH	1	2196	RENCO PUBLISHING, INC.	07/24/2025	$237.60	96861	E 01 005 110 000 000 380	advertising
HOME	52932	CH	1	2196	RENCO PUBLISHING, INC.	07/24/2025	$44.00	96861	E 01 005 110 000 000 820	Office Subscription
						Check Total:		**$281.60**		
HOME	52933	CH	1	2487	RRSWA	07/24/2025	$373.38	96858	E 01 020 810 000 000 401	Fluorescent Bulbs
						Check Total:		**$373.38**		
HOME	52934	CH	1	5364	SCOREVISION	07/24/2025	$5,900.00	96845	E 01 005 292 965 000 305	Scorevision Annual Subscription
						Check Total:		**$5,900.00**		
HOME	52935	CH	1	5479	ST. CLOUD AREA SCHOOL DISTRICT	07/24/2025	$642.42	96880	E 01 998 211 000 000 390	Educational Services for Students in Care
						Check Total:		**$642.42**		
HOME	52936	CH	1	00113	SW/WC SERVICE COOP	07/24/2025	$9,048.75	96864	E 01 005 210 000 514 304	Technology Support
HOME	52936	CH	1	00113	SW/WC SERVICE COOP	07/24/2025	$491.21	96864	E 01 005 630 257 302 305	Cybersecurity Service
HOME	52936	CH	1	00113	SW/WC SERVICE COOP	07/24/2025	$6,107.14	96862	E 01 005 110 000 000 305	Business Management Services - Finance
HOME	52936	CH	1	00113	SW/WC SERVICE COOP	07/24/2025	$3,325.00	96862	E 01 005 110 000 000 305	Business Management Services - Payroll
HOME	52936	CH	1	00113	SW/WC SERVICE COOP	07/24/2025	$9,048.75	96863	E 01 005 210 000 514 304	Technology Support

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 07/24/2025-08/21/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
HOME	52936	CH	1	00113	SW/WC SERVICE COOP	07/24/2025	$491.21	96863	E 01 005 630 257 302 305	Cybersecurity Service
						Check Total:		**$28,512.06**		
HOME	52937	CH	1	6233	USI Consulting Group	07/24/2025	$950.00	96865	E 01 005 110 110 000 305	Actuarial Disclosures GASB 75
						Check Total:		**$950.00**		
HOME	52938	CH	1	02339	VOSIKA SEWER SERVICE	07/24/2025	$314.57	96857	E 01 020 292 969 000 335	Portible Toilet Rental for Softball Field
HOME	52938	CH	1	02339	VOSIKA SEWER SERVICE	07/24/2025	$555.00	96857	E 01 020 292 964 000 305	Portible Toilet Rental for Track Field
						Check Total:		**$869.57**		
HOME	52939	CH	1	1957	WEIS OIL CO	07/24/2025	$12.00	96860	E 01 020 810 000 000 442	diesel
						Check Total:		**$12.00**		
HOME	52940	CH	1	02546	WEST CENTRAL SANITATION	07/24/2025	$738.80	96866	E 01 015 810 000 000 332	sanitation services BI
HOME	52940	CH	1	02546	WEST CENTRAL SANITATION	07/24/2025	$611.82	96867	E 01 015 810 000 000 332	sanitation services BI
						Check Total:		**$1,350.62**		
HOME	52941	CH	1	01942	WEST CENTRAL TROPHIES	07/24/2025	$952.94	96846	E 01 020 292 972 000 401	Track and Field Ribbons
						Check Total:		**$952.94**		
HOME	52942	CH	1	00063	AFLAC	07/30/2025	$1,029.44	96821	B 01 215 031	AFLAC, Mn Mut, NCPERS, HoraceMannLif
						Check Total:		**$1,029.44**		
HOME	52943	CH	1	00063	AFLAC	07/30/2025	$427.01	96904	B 01 215 031	AFLAC, Mn Mut, NCPERS, HoraceMannLif
						Check Total:		**$427.01**		
HOME	52944	CH	1	4345	BREMER BANK, NATIONAL ASSOCIATIO	07/30/2025	$518.75	96835	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$518.75**		
HOME	52945	CH	1	4924	F&M BANK MINNESOTA	07/30/2025	$30.00	96836	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$30.00**		
HOME	52946	CH	1	2812	HOMETOWN BANK	07/30/2025	$1,164.09	96830	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$1,164.09**		
HOME	52947	CH	1	2812	HOMETOWN BANK	07/30/2025	$137.00	96910	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$137.00**		
HOME	52948	CH	1	4158	KENSINGTON BANK	07/30/2025	$75.00	96834	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$75.00**		
HOME	52949	CH	1	5963	Magnifi Financial	07/30/2025	$75.00	96833	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$75.00**		
HOME	52950	CH	1	5581	Mid Country Bank	07/30/2025	$210.00	96832	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$210.00**		

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 07/24/2025-08/21/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
HOME	52951	CH	1	3630	MN CHILD SUPPORT PMT CENTER	07/30/2025	$128.50	96911	B 01 215 079	Garnish 1
						Check Total:		**$128.50**		
HOME	52952	CH	1	02290	MN COUNCIL 65 AFSCME	07/30/2025	$71.34	96905	B 01 215 044	Union Dues
						Check Total:		**$71.34**		
HOME	52953	CH	1	4847	UNITED WAY OF WEST CENTRAL MN	07/30/2025	$15.00	96840	B 01 215 000	Payroll Deductions
						Check Total:		**$15.00**		
HOME	52954	CH	1	5559	WELLS FARGO-Willmar	07/30/2025	$62.50	96831	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$62.50**		
HOME	52955	CH	1	5072	HORIZON COMMERCIAL POOL SUPPLY	07/28/2025	$552.69	96915	E 05 005 120 000 000 350	Stenner Feed Pump Tubing
						Check Total:		**$552.69**		
HOME	52956	CH	1	5389	APPLE FINANCIAL SERVICES	07/30/2025	$22,357.50	96920	E 01 005 630 257 302 560	Apple Equipment Master Lease Agreemen
						Check Total:		**$22,357.50**		
HOME	52957	CH	1	5079	BROTHER'S FIRE AND SECURITY INC	07/30/2025	$2,625.00	96927	E 05 005 120 000 000 350	Sprinkler System - Replace Pipe in Chemica
HOME	52957	CH	1	5079	BROTHER'S FIRE AND SECURITY INC	07/30/2025	$1,600.00	96927	E 01 005 865 000 363 305	Gym and Locker room
						Check Total:		**$4,225.00**		
HOME	52958	CH	1	1931	FOLLETT SCHOOL SOLUTIONS INC	07/30/2025	$135.84	96940	E 01 020 620 405 000 470	Titlepeek H.S
HOME	52958	CH	1	1931	FOLLETT SCHOOL SOLUTIONS INC	07/30/2025	$135.84	96940	E 01 015 620 405 000 470	Titlepeek Elem
						Check Total:		**$271.68**		
HOME	52959	CH	1	3766	FRONTLINE TECHNOLOGIES GROUP LLC	07/30/2025	$6,358.26	96924	E 01 005 110 000 000 305	Absence and Substitute Management
HOME	52959	CH	1	3766	FRONTLINE TECHNOLOGIES GROUP LLC	07/30/2025	$5,026.22	96923	E 01 005 110 000 000 305	Recruiting and Hiring Solution
						Check Total:		**$11,384.48**		
HOME	52960	CH	1	5910	Infinite Campus, Inc	07/30/2025	$22,287.80	96921	E 01 005 108 405 000 405	License and Support 7/1/25-6/30/26
						Check Total:		**$22,287.80**		
HOME	52961	CH	1	5214	MAC'S HARDWARE	07/30/2025	$81.31	96933	E 01 020 810 000 000 401	902482 wasp spray, oil, etc
HOME	52961	CH	1	5214	MAC'S HARDWARE	07/30/2025	$2.38	96935	E 01 020 810 000 000 401	902523 3 inch vinyl letters
HOME	52961	CH	1	5214	MAC'S HARDWARE	07/30/2025	$8.69	96937	E 01 020 810 000 000 401	902607 cold weld compound
HOME	52961	CH	1	5214	MAC'S HARDWARE	07/30/2025	$324.95	96932	E 01 020 294 973 000 401	326486 field marking paint
HOME	52961	CH	1	5214	MAC'S HARDWARE	07/30/2025	$408.99	96936	E 01 020 810 000 000 401	902544 bullseye laser, impact drill kit
HOME	52961	CH	1	5214	MAC'S HARDWARE	07/30/2025	$959.14	96934	E 01 020 294 973 000 401	902294 marking paint, primer football fieldc
HOME	52961	CH	1	5214	MAC'S HARDWARE	07/30/2025	$64.99	96931	E 01 020 294 973 000 401	26486 field marking paint
						Check Total:		**$1,850.45**		

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 07/24/2025-08/21/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
HOME	52963	CH	1	01326	MESPA	07/30/2025	$703.00	96941	E 01 015 050 000 000 820	MESPA Membership Renewal 2024
						Check Total:		**$703.00**		
HOME	52964	CH	1	5151	MINNESOTA ELEMENTARY SCHOOL PRI	07/30/2025	$195.00	96922	E 01 005 640 000 316 366	Mankato Legal Seminar
						Check Total:		**$195.00**		
HOME	52965	CH	1	5520	MOSYLE CORPORATION	07/30/2025	$5,175.50	96917	E 01 005 630 257 000 405	Mosyle Manager License Fee 7/16/25-7/15
HOME	52965	CH	1	5520	MOSYLE CORPORATION	07/30/2025	$380.00	96917	E 01 005 630 257 000 405	Mosyle Auth add-on 7/16/25-7/15/2026
						Check Total:		**$5,555.50**		
HOME	52966	CH	1	5991	MSBA	07/30/2025	$760.00	96938	E 01 005 010 000 000 820	Policy Service Subscription
HOME	52966	CH	1	5991	MSBA	07/30/2025	$3,840.00	96938	E 01 005 010 000 000 820	ISD Membership
HOME	52966	CH	1	5991	MSBA	07/30/2025	$3,225.00	96938	E 01 005 010 000 000 820	BoardBook Subscription
						Check Total:		**$7,825.00**		
HOME	52967	CH	1	5971	Mystery Science	07/30/2025	$999.00	96919	E 01 015 203 000 000 460	Mystery Science for District 2024-2025
						Check Total:		**$999.00**		
HOME	52968	CH	1	5835	NAPA Auto Parts	07/30/2025	$181.79	96930	E 01 020 810 000 000 350	battery for skid loader
						Check Total:		**$181.79**		
HOME	52969	CH	1	4374	REGION 1	07/30/2025	$2,255.57	96925	E 01 020 620 405 000 470	FY26 Library Manager Support and Hostin
						Check Total:		**$2,255.57**		
HOME	52970	CH	1	1820	RENAISSANCE LEARNING, INC	07/30/2025	$5,043.50	96916	E 01 015 216 000 401 430	Fastbridge Subscription - 550 seats
						Check Total:		**$5,043.50**		
HOME	52971	CH	1	4490	SCHOOL NUTRITION DIRECTORS OF MIN	07/30/2025	$100.00	96926	E 02 005 770 000 701 820	Membership fee
						Check Total:		**$100.00**		
HOME	52972	CH	1	6234	Second Step	07/30/2025	$7,092.00	96942	E 01 005 203 000 000 433	K-8 Single Site
						Check Total:		**$7,092.00**		
HOME	52973	CH	1	5671	SEESAW LEARNING, INC	07/30/2025	$2,788.85	96918	E 01 015 203 000 000 460	SeeSaw renewal 25-26
						Check Total:		**$2,788.85**		
HOME	52974	CH	1	5978	Tackle Box Web & Printing, Inc.	07/30/2025	$60.00	96928	E 01 005 110 000 000 380	BOLD Signs
						Check Total:		**$60.00**		
HOME	52975	CH	1	6229	Themes & Variations (Music On-Line)	07/30/2025	$150.00	96929	E 04 001 590 000 351 460	Annual Teacher License- Music On Line
						Check Total:		**$150.00**		
HOME	52976	CH	1	4345	BREMER BANK, NATIONAL ASSOCIATIO	08/15/2025	$518.75	96956	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$518.75**		

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 07/24/2025-08/21/2025

Bank	Check No	Pay/Void Ty	Grp	Code	Vendor	Date	Amount	Voucher #	Account Code	Description
HOME	52977	CH	1	4924	F&M BANK MINNESOTA	08/15/2025	$30.00	96957	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$30.00**		
HOME	52978	CH	1	2812	HOMETOWN BANK	08/15/2025	$1,164.09	96951	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$1,164.09**		
HOME	52979	CH	1	2812	HOMETOWN BANK	08/15/2025	$137.00	96967	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$137.00**		
HOME	52980	CH	1	4158	KENSINGTON BANK	08/15/2025	$75.00	96955	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$75.00**		
HOME	52981	CH	1	5963	Magnifi Financial	08/15/2025	$75.00	96954	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$75.00**		
HOME	52982	CH	1	5581	Mid Country Bank	08/15/2025	$210.00	96953	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$210.00**		
HOME	52983	CH	1	3630	MN CHILD SUPPORT PMT CENTER	08/15/2025	$128.50	96968	B 01 215 079	Garnish 1
						Check Total:		**$128.50**		
HOME	52984	CH	1	02290	MN COUNCIL 65 AFSCME	08/15/2025	$92.02	96962	B 01 215 044	Union Dues
						Check Total:		**$92.02**		
HOME	52985	CH	1	4847	UNITED WAY OF WEST CENTRAL MN	08/15/2025	$15.00	96961	B 01 215 000	Payroll Deductions
						Check Total:		**$15.00**		
HOME	52986	CH	1	5559	WELLS FARGO-Willmar	08/15/2025	$62.50	96952	B 01 215 028	Payroll Deductions - HSA
						Check Total:		**$62.50**		
HOME	52987	CH	1	4008	ANOKA-HENNIPEN ISD #11	08/13/2025	$350.00	96984	E 02 005 770 000 701 305	25/26 MSFBG Admin Fee
						Check Total:		**$350.00**		
HOME	52988	CH	1	5891	Bluum	08/13/2025	$3,150.00	96995	E 01 005 630 257 000 305	GAPP-EDU-PLUS-STUDENT-1USER-12mor
						Check Total:		**$3,150.00**		
HOME	52989	CH	1	00061	CHAPPELL CENTRAL	08/13/2025	$597.53	96985	E 01 020 810 000 000 350	Rebuilt rpz and tested (temp kitchen)
						Check Total:		**$597.53**		
HOME	52990	CH	1	00887	CITY OF BIRD ISLAND	08/13/2025	$281.89	96972	E 01 015 810 000 000 330	utilities
						Check Total:		**$281.89**		
HOME	52991	CH	1	00435	CITY OF OLIVIA	08/13/2025	$69.42	96973	E 02 005 770 000 701 330	utilities
HOME	52991	CH	1	00435	CITY OF OLIVIA	08/13/2025	$1,319.05	96973	E 01 020 810 000 000 330	utilities
HOME	52991	CH	1	00435	CITY OF OLIVIA	08/13/2025	$12.13	96976	E 02 005 770 000 701 330	utilities
HOME	52991	CH	1	00435	CITY OF OLIVIA	08/13/2025	$230.55	96976	E 01 020 810 000 000 330	utilities

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 07/24/2025-08/21/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
HOME	52991	CH	1	00435	CITY OF OLIVIA	08/13/2025	$118.54	96974	E 02 005 770 000 701 330	utilities
HOME	52991	CH	1	00435	CITY OF OLIVIA	08/13/2025	$2,252.17	96974	E 01 020 810 000 000 330	utilities
HOME	52991	CH	1	00435	CITY OF OLIVIA	08/13/2025	$15.83	96975	E 02 005 770 000 701 330	utilities
HOME	52991	CH	1	00435	CITY OF OLIVIA	08/13/2025	$300.83	96975	E 01 020 810 000 000 330	utilities
						Check Total:		**$4,318.52**		
HOME	52992	CH	1	4477	EDUCATORS BENEFIT CONSULTANTS, L	08/13/2025	$68.20	96980	E 01 005 160 000 000 305	ACS TPA Monthly Fee
						Check Total:		**$68.20**		
HOME	52993	CH	1	6061	Granite Telecommunications, LLC	08/13/2025	$173.25	96981	E 01 020 810 000 000 320	communications
						Check Total:		**$173.25**		
HOME	52994	CH	1	00090	JAHNKE WATER INC	08/13/2025	$10.00	96977	E 01 020 810 000 000 401	bottled water, cooler rental
						Check Total:		**$10.00**		
HOME	52995	CH	1	5214	MAC'S HARDWARE	08/13/2025	$19.98	96994	E 01 020 810 000 000 401	spackling, sponge
HOME	52995	CH	1	5214	MAC'S HARDWARE	08/13/2025	$13.48	96992	E 01 020 810 000 000 401	picture hanging strips
HOME	52995	CH	1	5214	MAC'S HARDWARE	08/13/2025	$9.26	96993	E 01 020 810 000 000 401	paint brush, paint, tensile
						Check Total:		**$42.72**		
HOME	52996	CH	1	00219	MARCO TECHNOLOGIES LLC	08/13/2025	$2,243.00	96991	E 01 005 110 000 000 560	contract payment
						Check Total:		**$2,243.00**		
HOME	52997	CH	1	00529	MASSP	08/13/2025	$195.00	96986	E 01 005 640 000 316 305	2025-2026 MASSP School Law Seminar
						Check Total:		**$195.00**		
HOME	52998	CH	1	5554	MN Public Employees Insurance Program	08/13/2025	$47,116.80	96982	B 01 215 030	BCBS-Payroll Deductions
						Check Total:		**$47,116.80**		
HOME	52999	CH	1	02219	SHEEHAN'S GAS CO	08/13/2025	$9.00	96983	E 01 015 810 000 000 440	monthly meter
						Check Total:		**$9.00**		
HOME	53000	CH	1	1014	SUCCESS BY DESIGN, INC	08/13/2025	$626.40	96987	E 01 015 200 000 000 401	5020-36 Daily Planner
HOME	53000	CH	1	1014	SUCCESS BY DESIGN, INC	08/13/2025	$111.12	96987	E 01 015 200 000 000 401	shipping
HOME	53000	CH	1	1014	SUCCESS BY DESIGN, INC	08/13/2025	($40.50)	96987	E 01 015 200 000 000 401	discount
						Check Total:		**$697.02**		
HOME	53001	CH	1	5217	SUPERIOR TRANSPORTATION SERVICES	08/13/2025	$15,934.75	96989	E 01 015 216 000 863 360	Migrant Program - June Routes
HOME	53001	CH	1	5217	SUPERIOR TRANSPORTATION SERVICES	08/13/2025	$15,934.75	96990	E 01 015 216 000 863 360	Migrant Program - July Routes
						Check Total:		**$31,869.50**		
HOME	53002	CH	1	00536	SUPREME SCHOOL SUPPLY	08/13/2025	$120.00	96988	E 01 015 200 000 000 401	(36) Teachers Daily Reference Planner
HOME	53002	CH	1	00536	SUPREME SCHOOL SUPPLY	08/13/2025	$115.00	96988	E 01 020 211 000 000 401	Form 40 Teachers Daily Plan Book

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 07/24/2025-08/21/2025

Pay/Void

Bank	Check No	Ty	Grp	Code	Vendor	Date	Amount	Voucher #	Account Code	Description
HOME	53002	CH	1	00536	SUPREME SCHOOL SUPPLY	08/13/2025	$18.44	96988	E 01 020 211 000 000 401	shipping
						Check Total:		**$253.44**		
HOME	53003	CH	1	02546	WEST CENTRAL SANITATION	08/13/2025	$616.95	96979	E 01 015 810 000 000 332	sanitation services BI
HOME	53003	CH	1	02546	WEST CENTRAL SANITATION	08/13/2025	$738.80	96978	E 01 015 810 000 000 332	sanitation services BI
						Check Total:		**$1,355.75**		
HOME	53004	CH	1	6074	Baker Tilly Muncipal Advisors, LLC	08/21/2025	$5,775.00	97001	E 06 005 870 000 000 305	BOLD Monitoring Bond- Project Monitoring
						Check Total:		**$5,775.00**		
HOME	53005	CH	1	6107	BOELTER COMPANIES INC.	08/21/2025	$3,120.99	97006	E 02 005 770 000 701 401	Insulated Mobile Cabinet
HOME	53005	CH	1	6107	BOELTER COMPANIES INC.	08/21/2025	$221.23	97006	E 02 005 770 000 701 401	Milk crate doly
HOME	53005	CH	1	6107	BOELTER COMPANIES INC.	08/21/2025	$239.00	97006	E 02 005 770 000 701 401	freight
						Check Total:		**$3,581.22**		
HOME	53006	CH	1	6239	City of Willmar	08/21/2025	$197.00	96998	E 01 015 216 000 863 369	Migrant Program DOAC Trip
						Check Total:		**$197.00**		
HOME	53007	CH	1	6191	Denny Spielmann	08/21/2025	$1,500.00	96997	E 01 020 810 000 000 350	License Fee
HOME	53007	CH	1	6191	Denny Spielmann	08/21/2025	$148.00	96997	E 01 020 810 000 000 350	Consult/Questions
						Check Total:		**$1,648.00**		
HOME	53008	CH	1	6238	Every Meal	08/21/2025	$809.70	96996	E 01 015 216 000 863 490	Migrant
						Check Total:		**$809.70**		
HOME	53009	CH	1	02501	FARMER'S CO-OP OIL COMPANY OF REI	08/21/2025	$524.99	97005	E 01 005 760 000 733 442	vehicle supplies
						Check Total:		**$524.99**		
HOME	53010	CH	1	00350	HUBIN PUBLISHING	08/21/2025	$147.40	97004	E 01 005 110 000 000 380	Advertising
						Check Total:		**$147.40**		
HOME	53011	CH	1	1793	MAAE (MINNESOTA ASSOC OF AG ED	08/21/2025	$245.00	97045	E 01 020 211 000 000 820	25/26 Active Membership: one year for A.
						Check Total:		**$245.00**		
HOME	53012	CH	1	5214	MAC'S HARDWARE	08/21/2025	$107.97	97010	E 01 020 810 000 000 350	902873 interior paint
HOME	53012	CH	1	5214	MAC'S HARDWARE	08/21/2025	$25.99	97013	E 01 020 810 000 000 350	902980 sprayer
HOME	53012	CH	1	5214	MAC'S HARDWARE	08/21/2025	$17.98	97007	E 01 020 810 000 000 350	902788 hx wsh
HOME	53012	CH	1	5214	MAC'S HARDWARE	08/21/2025	$27.99	97008	E 01 020 810 000 000 350	902848 hand truck wheel
HOME	53012	CH	1	5214	MAC'S HARDWARE	08/21/2025	($34.76)	97012	E 01 020 810 000 000 350	credit/ return air filter
HOME	53012	CH	1	5214	MAC'S HARDWARE	08/21/2025	$59.00	97012	E 01 020 810 000 000 350	902944 poly flm
HOME	53012	CH	1	5214	MAC'S HARDWARE	08/21/2025	$9.59	97009	E 01 020 810 000 000 350	902860 misc.

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 07/24/2025-08/21/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
HOME	53012	CH	1	5214	MAC'S HARDWARE	08/21/2025	$34.76	97011	E 01 020 810 000 000 350	902920 air filter
						Check Total:		**$248.52**		
HOME	53013	CH	1	2801	MCGRAW-HILLSCHOOL EDUCATION HOI	08/21/2025	$0.00	96999	E 01 020 211 000 000 460	Everyday Mathmatics 4 materials
HOME	53013	CH	1	2801	MCGRAW-HILLSCHOOL EDUCATION HOI	08/21/2025	$4,201.05	96999	E 01 020 211 000 000 460	AGA
HOME	53013	CH	1	2801	MCGRAW-HILLSCHOOL EDUCATION HOI	08/21/2025	$1,522.80	96999	E 01 020 211 000 000 460	Science
HOME	53013	CH	1	2801	MCGRAW-HILLSCHOOL EDUCATION HOI	08/21/2025	$3,312.15	96999	E 01 020 211 000 000 460	Glencoe 9-12 Science
HOME	53013	CH	1	2801	MCGRAW-HILLSCHOOL EDUCATION HOI	08/21/2025	$4,423.50	96999	E 01 020 211 000 000 460	Networks 6-12
HOME	53013	CH	1	2801	MCGRAW-HILLSCHOOL EDUCATION HOI	08/21/2025	$0.00	96999	E 01 020 211 000 000 460	estimated shipping
						Check Total:		**$13,459.50**		
HOME	53014	CH	1	3120	MINNESOTA DEED UI	08/21/2025	$5,646.22	97020	E 01 005 020 000 000 281	Benefits pd/ Adjustments
						Check Total:		**$5,646.22**		
HOME	53015	CH	1	4532	NCS PEARSON, INC.	08/21/2025	$351.00	97003	E 04 001 590 000 351 460	AIMSWEBPLUS Complete
HOME	53015	CH	1	4532	NCS PEARSON, INC.	08/21/2025	$6.50	97003	E 04 001 590 000 351 460	AIMSWEBPLUS Dyslexia
						Check Total:		**$357.50**		
HOME	53016	CH	1	4185	NISSEN'S DAIRY DELIVERY	08/21/2025	$87.80	97027	E 02 005 770 000 709 495	Milk
						Check Total:		**$87.80**		
HOME	53017	CH	1	2196	RENCO PUBLISHING, INC.	08/21/2025	$965.27	97000	E 01 005 110 000 000 380	advertising
						Check Total:		**$965.27**		
HOME	53018	CH	1	4721	SQUIRES, WALDSPURGER, & MACE, PA.	08/21/2025	$1,232.00	97002	E 01 005 150 000 000 305	Legal Correspondence
						Check Total:		**$1,232.00**		
						Bank HOME Total:		**$495,505.45**		
REFC	5161	CH	1	6224	Amquist Flooring	07/28/2025	$6,043.16	96890	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$6,043.16**		
REFC	5162	CH	1	00061	CHAPPELL CENTRAL	07/28/2025	$15,508.26	96892	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$15,508.26**		
REFC	5163	CH	1	5463	DUININCK INC. - MN	07/28/2025	$131,086.68	96895	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$131,086.68**		
REFC	5164	CH	1	5394	INSTITUTE FOR ENVIRONMENTAL ASSES	07/28/2025	$33,743.96	96900	E 06 005 870 000 000 305	Sample Collections
REFC	5164	CH	1	5394	INSTITUTE FOR ENVIRONMENTAL ASSES	07/28/2025	$8,172.42	96899	E 06 005 870 000 000 305	Project Management & Review
						Check Total:		**$41,916.38**		
REFC	5165	CH	1	6225	Jackson & Associates, LLC	07/28/2025	$284,407.01	96888	E 06 005 870 000 000 305	BOLD BP01 Summer 2024 Building Improv
						Check Total:		**$284,407.01**		

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 07/24/2025-08/21/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
REFC	5166	CH	1	6210	Lakeside Construction& Masonry	07/28/2025	$22,800.00	96887	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$22,800.00**		
REFC	5167	CH	1	6100	Laketown Electric Corporation	07/28/2025	$10,557.30	96885	E 06 005 870 000 000 305	BOLD BP01 Summer 2024 Building Improv
						Check Total:		**$10,557.30**		
REFC	5168	CH	1	6230	Midwest Mechanical Solutions	07/28/2025	$17,658.60	96896	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$17,658.60**		
REFC	5169	CH	1	6194	Multiple Concepts Interiors (MCI)	07/28/2025	$99,596.39	96889	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$99,596.39**		
REFC	5170	CH	1	6054	Nexus Solutions LLc	07/28/2025	$169,892.71	96883	E 06 005 870 000 000 305	Project Development, Program Managemer
						Check Total:		**$169,892.71**		
REFC	5171	CH	1	3995	RAPIDS FOODSERVICE CONTRACT & DE	07/28/2025	$28,514.78	96891	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$28,514.78**		
REFC	5172	CH	1	6118	Robert W. Carlstrom Co., Inc	07/28/2025	$12,122.66	96884	E 06 005 870 000 000 305	App4 BOLD BP01 Summer 2024 Building Ir
REFC	5172	CH	1	6118	Robert W. Carlstrom Co., Inc	07/28/2025	$327,662.03	96886	E 06 005 870 000 000 305	App6 BOLD BP01 Summer 2024 Building I
						Check Total:		**$339,784.69**		
REFC	5173	CH	1	6231	Schwab Vollhaber Lubratt	07/28/2025	$197,096.50	96897	E 06 005 870 000 000 305	250935 BOLD BP02 Olivia and Bird Island
REFC	5173	CH	1	6231	Schwab Vollhaber Lubratt	07/28/2025	$141,393.25	96897	E 06 005 870 000 000 305	250974 BOLD BP02 Olivia and Bird Island
						Check Total:		**$338,489.75**		
REFC	5174	CH	1	6203	Summit Companies	07/28/2025	$101,816.25	96893	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$101,816.25**		
REFC	5175	CH	1	6204	Titan Environmental	07/28/2025	$159,296.00	96898	E 06 005 870 000 000 305	Construction Olivia School
						Check Total:		**$159,296.00**		
REFC	5176	CH	1	6166	WILLMAR ELECTRIC	07/28/2025	$238,571.71	96894	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$238,571.71**		
REFC	5177	CH	1	6212	Admiral Coatings, Inc.	08/21/2025	$64,946.75	97057	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Addition
						Check Total:		**$64,946.75**		
REFC	5178	CH	1	6224	Amquist Flooring	08/21/2025	$38,520.38	97056	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$38,520.38**		
REFC	5179	CH	1	6178	COLLINS PRECAST	08/21/2025	$16,652.12	97049	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Isand Additions
						Check Total:		**$16,652.12**		
REFC	5180	CH	1	6193	Commercial Drywall, Inc.	08/21/2025	$133,308.74	97052	E 06 005 870 000 000 530	App 3 BOLD BP02 Olivia and Bird Island A

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 07/24/2025-08/21/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
REFC	5180	CH	1	6193	Commercial Drywall, Inc.	08/21/2025	$245,463.00	97053	E 06 005 870 000 000 530	App 4 BOLD BP02 Olivia and Bird Island A
						Check Total:		**$378,771.74**		
REFC	5181	CH	1	6195	Design Electric Inc.	08/21/2025	$38,950.00	97064	E 06 005 870 000 000 305	App 5 BOLD BP02 Olivia and Bird Island A
REFC	5181	CH	1	6195	Design Electric Inc.	08/21/2025	$143,561.15	97065	E 06 005 870 000 000 305	App 6 BOLD BP02 Olivia and Bird Island A
						Check Total:		**$182,511.15**		
REFC	5182	CH	1	6188	Evenson Concrete Systems	08/21/2025	$12,776.45	97048	E 06 005 870 000 000 305	BOLD BP02 Olivia Bird Island Additions an
						Check Total:		**$12,776.45**		
REFC	5183	CH	1	6167	FORD METRO , Inc.	08/21/2025	$25,887.09	97051	E 06 005 870 000 000 305	BOLD BP02 Olivia and BI Additions and Re
						Check Total:		**$25,887.09**		
REFC	5184	CH	1	5072	HORIZON COMMERCIAL POOL SUPPLY	08/21/2025	$46,760.00	97071	E 06 005 870 000 000 305	Install New 3 Panel Alta Thermal Welded P
REFC	5184	CH	1	5072	HORIZON COMMERCIAL POOL SUPPLY	08/21/2025	$75.00	97071	E 06 005 870 000 000 305	shipping
						Check Total:		**$46,835.00**		
REFC	5185	CH	1	2970	HORIZON ROOFING & SHEET METAL	08/21/2025	$8,733.40	97069	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Addition
						Check Total:		**$8,733.40**		
REFC	5186	CH	1	6210	Lakeside Construction& Masonry	08/21/2025	$43,225.00	97050	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$43,225.00**		
REFC	5187	CH	1	6158	Masters Plumbing, Heating & Cooling LLC	08/21/2025	$154,639.99	97058	E 06 005 870 000 000 305	App 9 BOLD BP02 Olivia and Bird Island A
REFC	5187	CH	1	6158	Masters Plumbing, Heating & Cooling LLC	08/21/2025	$132,952.50	97059	E 06 005 870 000 000 305	App 10 BOLD BP02 Olivia and Bird Island
						Check Total:		**$287,592.49**		
REFC	5188	CH	1	5040	MCDOWALL COMPANY	08/21/2025	$188,732.22	97060	E 06 005 870 000 000 305	App 5 BOLD BP02 Olivia and Bird Island A
REFC	5188	CH	1	5040	MCDOWALL COMPANY	08/21/2025	$241,493.32	97061	E 06 005 870 000 000 305	App 6 BOLD BP02 Olivia and Bird Island A
						Check Total:		**$430,225.54**		
REFC	5189	CH	1	6230	Midwest Mechanical Solutions	08/21/2025	$10,822.40	97067	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$10,822.40**		
REFC	5190	CH	1	6194	Multiple Concepts Interiors (MCI)	08/21/2025	$36,454.53	97054	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$36,454.53**		
REFC	5191	CH	1	6054	Nexus Solutions LLc	08/21/2025	$169,892.70	97046	E 06 005 870 000 000 305	Project Development, Program Managemer
						Check Total:		**$169,892.70**		
REFC	5192	CH	1	6237	Northland Glass & Glazing	08/21/2025	$57,076.00	97070	E 06 005 870 000 000 305	BOLD BP03- Olivia Exterior Building Improv
						Check Total:		**$57,076.00**		
REFC	5193	CH	1	6118	Robert W. Carlstrom Co., Inc	08/21/2025	$546,273.53	97047	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additons
						Check Total:		**$546,273.53**		

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 07/24/2025-08/21/2025

Bank	Check No	Ty	Grp	Code	Vendor	Pay/Void Date	Amount	Voucher #	Account Code	Description
REFC	5194	CH	1	6231	Schwab Vollhaber Lubratt	08/21/2025	$76,669.75	97068	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additio
						Check Total:		**$76,669.75**		
REFC	5195	CH	1	6223	St. Cloud Acoustics	08/21/2025	$26,970.49	97055	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$26,970.49**		
REFC	5196	CH	1	6115	Sullivan's Electric	08/21/2025	$34,950.00	97072	E 06 005 870 000 000 305	Summer 2024 Building Improvements, Play
						Check Total:		**$34,950.00**		
REFC	5197	CH	1	6203	Summit Companies	08/21/2025	$40,090.00	97062	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$40,090.00**		
REFC	5198	CH	1	6189	UHL Company	08/21/2025	$108,947.90	97063	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additio
						Check Total:		**$108,947.90**		
REFC	5199	CH	1	6166	WILLMAR ELECTRIC	08/21/2025	$323,560.59	97066	E 06 005 870 000 000 305	BOLD BP02 Olivia and Bird Island Additior
						Check Total:		**$323,560.59**		
						Bank REFC Total:		**$4,974,324.67**		
						Report Total:		**$5,469,830.12**		

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 07/24/2025-08/21/2025

Bank	Check No	Pay/Void Ty	Grp	Code	Vendor	Date	Amount	Voucher #	Account Code	Description
HOME		NX	1	01320	AMERIPRISE FINANCIAL SERVICES	07/30/2025	$382.54	96823	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	01321	HORACE MANN INS CO	07/30/2025	$716.70	96829	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	02250	EDUCATION OF MINNESOTA/ ESI	07/30/2025	$818.34	96825	B 01 215 000	Payroll Deductions
HOME		NX	1	02250	EDUCATION OF MINNESOTA/ ESI	07/30/2025	$558.39	96825	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	1677	AMERICAN FUNDS GROUP	07/30/2025	$2,985.97	96822	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	2484	THRIVENT FINANCIAL	07/30/2025	$835.05	96838	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	3531	Farm Bureau Financial Services	07/30/2025	$116.68	96826	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	4419	TASC	07/30/2025	$41.67	96824	B 01 215 095	Flex-Dep Care Odd Year
HOME		NX	1	4419	TASC	07/30/2025	$229.17	96824	B 01 215 096	Flex-Med Care Odd Year
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	07/30/2025	$18,470.66	96827	B 01 215 010	Payroll Deductions FICA W/H-Brd Share
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	07/30/2025	$7,501.15	96828	B 01 215 011	Payroll Deductions Fed W/H
HOME		NX	2	3095	MN DEPT. OF REVENUE	07/30/2025	$4,314.34	96837	B 01 215 013	Payroll Deductions MN St W/H
HOME		NX	2	3096	TEACHERS RETIREMENT ASSN.	07/30/2025	$24,112.82	96839	B 01 215 018	Payroll Deductions TRA W/H-Brd Share
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	07/30/2025	$6,770.82	96901	B 01 215 010	Payroll Deductions FICA W/H-Brd Share
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	07/30/2025	$14,418.08	96902	B 01 215 011	Payroll Deductions Fed W/H
HOME		NX	2	3095	MN DEPT. OF REVENUE	07/30/2025	$4,086.96	96903	B 01 215 013	Payroll Deductions MN St W/H
HOME		NX	1	1677	AMERICAN FUNDS GROUP	07/30/2025	$419.17	96906	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	4419	TASC	07/30/2025	$75.00	96907	B 01 215 096	Flex-Med Care Odd Year
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	07/30/2025	$9,543.92	96908	B 01 215 010	Payroll Deductions FICA W/H-Brd Share
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	07/30/2025	$3,443.66	96909	B 01 215 011	Payroll Deductions Fed W/H
HOME		NX	2	3094	PUBLIC EMPLOYEES RETIREMENT	07/30/2025	$2,700.21	96912	B 01 215 017	Payroll Deductions PERA W/H-Brd Share
HOME		NX	2	3095	MN DEPT. OF REVENUE	07/30/2025	$2,254.65	96913	B 01 215 013	Payroll Deductions MN St W/H
HOME		NX	2	3096	TEACHERS RETIREMENT ASSN.	07/30/2025	$6,073.12	96914	B 01 215 018	Payroll Deductions TRA W/H-Brd Share
HOME		NX	1	01320	AMERIPRISE FINANCIAL SERVICES	08/15/2025	$382.54	96944	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	01321	HORACE MANN INS CO	08/15/2025	$716.70	96950	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	02250	EDUCATION OF MINNESOTA/ ESI	08/15/2025	$818.34	96946	B 01 215 000	Payroll Deductions
HOME		NX	1	02250	EDUCATION OF MINNESOTA/ ESI	08/15/2025	$558.39	96946	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	1677	AMERICAN FUNDS GROUP	08/15/2025	$2,985.97	96943	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	2484	THRIVENT FINANCIAL	08/15/2025	$835.05	96959	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	3531	Farm Bureau Financial Services	08/15/2025	$116.68	96947	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	4419	TASC	08/15/2025	$41.67	96945	B 01 215 095	Flex-Dep Care Odd Year
HOME		NX	1	4419	TASC	08/15/2025	$229.17	96945	B 01 215 096	Flex-Med Care Odd Year
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	08/15/2025	$18,592.56	96948	B 01 215 010	Payroll Deductions FICA W/H-Brd Share
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	08/15/2025	$7,570.26	96949	B 01 215 011	Payroll Deductions Fed W/H

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 07/24/2025-08/21/2025

Bank	Check No	Pay/Void Ty	Grp	Code	Vendor	Date	Amount	Voucher #	Account Code	Description
HOME		NX	2	3095	MN DEPT. OF REVENUE	08/15/2025	$4,359.10	96958	B 01 215 013	Payroll Deductions MN St W/H
HOME		NX	2	3096	TEACHERS RETIREMENT ASSN.	08/15/2025	$24,112.82	96960	B 01 215 018	Payroll Deductions TRA W/H-Brd Share
HOME		NX	1	1677	AMERICAN FUNDS GROUP	08/15/2025	$419.17	96963	B 01 215 005	Payroll Deductions Annuity W/H
HOME		NX	1	4419	TASC	08/15/2025	$75.00	96964	B 01 215 096	Flex-Med Care Odd Year
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	08/15/2025	$8,874.28	96965	B 01 215 010	Payroll Deductions FICA W/H-Brd Share
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	08/15/2025	$3,339.41	96966	B 01 215 011	Payroll Deductions Fed W/H
HOME		NX	2	3094	PUBLIC EMPLOYEES RETIREMENT	08/15/2025	$2,617.90	96969	B 01 215 017	Payroll Deductions PERA W/H-Brd Share
HOME		NX	2	3095	MN DEPT. OF REVENUE	08/15/2025	$2,027.70	96970	B 01 215 013	Payroll Deductions MN St W/H
HOME		NX	2	3096	TEACHERS RETIREMENT ASSN.	08/15/2025	$6,078.79	96971	B 01 215 018	Payroll Deductions TRA W/H-Brd Share
HOME		NX	1	00064	BREMER BANK, NA10	07/31/2025	$88.20	97023	E 01 005 110 000 000 305	ACH Billing
HOME		NX	1	1772	XCEL ENERGY	07/31/2025	$1,764.25	97019	E 01 015 810 000 000 330	Electrical Statement
HOME		NX	1	2390	CENTERPOINT ENERGY	07/31/2025	$812.03	97022	E 01 020 810 000 000 331	Fuel for Buildings
HOME		NX	1	3120	MINNESOTA DEED UI	07/31/2025	$5,646.22	96841	E 01 005 930 000 000 280	Benefits pd/ Adjustments
HOME		NX	1	4419	TASC	07/31/2025	$377.68	97021	E 01 005 160 000 000 305	Admin fees
HOME		NX	1	4671	DELTA DENTAL MINNESOTA	07/31/2025	$1,804.70	97018	B 01 215 032	Dental Ins
HOME		NX	1	6069	UMB Bank, N.A.	07/31/2025	$0.00	97024	E 07 005 920 000 000 710	2024 A Bond Payment - Principal
HOME		NX	1	6069	UMB Bank, N.A.	07/31/2025	$984,875.00	97024	E 07 005 910 000 000 720	2024 A Bond Payment - Interest
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	07/31/2025	$3,794.50	97014	E 01 005 110 000 000 305	Q1 2024 941 Penalty
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	07/31/2025	$4,060.19	97016	E 01 005 110 000 000 305	Q4 2023 941 Penalty
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	07/31/2025	$4,669.73	97017	E 01 005 110 000 000 305	Q1 2023 941 Penalty
HOME		NX	2	3093	IRS USA DEPARTMENT OF TREASURY	07/31/2025	$4,335.87	97015	E 01 005 110 000 000 305	Q2 2024 941 Penalty
HOME		NX	1	2812	HOMETOWN BANK	07/31/2025	$47.43	97025	E 01 005 110 000 000 305	Merchant Bank Billing
HOME		NX	1	4419	TASC	07/31/2025	$770.22	97026	B 01 215 095	Flex-Dep Care Odd Year
HOME		NX	1	4419	TASC	07/31/2025	$343.52	97026	B 01 215 096	Flex-Med Care Odd Year
HOME		NX	1	4419	TASC	07/31/2025	$1.02	97026	B 01 215 096	rounding
HOME		NX	1	3683	Amazon	07/31/2025	$32.99	97030	E 01 020 301 000 000 430	tire iron
HOME		NX	1	3683	Amazon	07/31/2025	$13.99	97030	E 01 020 301 000 000 430	tire patches
HOME		NX	1	3683	Amazon	07/31/2025	$35.05	97030	E 01 020 301 000 000 430	patch kits
HOME		NX	1	3683	Amazon	07/31/2025	$23.98	97030	E 01 020 301 000 000 430	clutch spider tool
HOME		NX	1	3683	Amazon	07/31/2025	$13.45	97030	E 01 020 301 000 000 430	vulcanizing fluid
HOME		NX	1	3683	Amazon	07/31/2025	$24.15	97030	E 01 020 301 000 000 430	tube mounting compoound
HOME		NX	1	3683	Amazon	07/31/2025	$9.99	97030	E 01 020 301 000 000 430	stem puller and installer
HOME		NX	1	3683	Amazon	07/31/2025	$12.88	97030	E 01 020 301 000 000 430	tire lubricant brush
HOME		NX	1	3683	Amazon	07/31/2025	$131.23	97030	E 01 020 301 000 000 430	manual tire changer

Bird Island - Olivia - Lake Lillian District #2534

Payment Reg by Check-No Voids

Check Number: 0-2147483647 Payment Date: 07/24/2025-08/21/2025

Bank	Check No	Pay/Void Ty	Grp	Code	Vendor	Date	Amount	Voucher #	Account Code	Description
HOME		NX	1	3683	Amazon	07/31/2025	($50.00)	97030	E 01 020 301 000 000 430	credit
HOME		NX	1	3683	Amazon	07/31/2025	$20.99	97031	E 01 005 110 000 000 401	Office Supplies
HOME		NX	1	3683	Amazon	07/31/2025	$74.04	97032	E 01 005 110 000 000 401	Office Supplies
HOME		NX	1	3683	Amazon	07/31/2025	$157.78	97033	E 01 001 216 000 401 430	St Mary's NonPublic Title Supplies - Eiler
HOME		NX	1	3683	Amazon	07/31/2025	$550.63	97028	E 01 020 301 000 830 433	equipment for carb cleaning, blasting abra
HOME		NX	1	3683	Amazon	07/31/2025	$34.95	97029	E 01 015 620 343 000 401	Last day of school treats
HOME		NX	2	3614	HARRIS MASTERCARD	07/31/2025	$60.73	97036	E 01 020 292 972 000 369	Wal Mart
HOME		NX	2	3614	HARRIS MASTERCARD	07/31/2025	$49.75	97036	E 01 020 292 972 000 369	Subway
HOME		NX	2	3614	HARRIS MASTERCARD	07/31/2025	$82.99	97036	E 01 020 292 972 000 369	Buffalo Wild Wings
HOME		NX	2	3614	HARRIS MASTERCARD	07/31/2025	$401.30	97037	E 01 020 292 972 000 369	State Track Hotel Rooms
HOME		NX	2	3614	HARRIS MASTERCARD	07/31/2025	$401.30	97037	E 01 020 292 972 000 369	State Track Hotel Rooms
HOME		NX	2	3614	HARRIS MASTERCARD	07/31/2025	$361.18	97037	E 01 020 292 972 000 369	State Track Hotel Rooms
HOME		NX	2	3614	HARRIS MASTERCARD	07/31/2025	$186.76	97038	E 01 020 640 000 316 366	Hotel Comfort Inn 6/9/2025 (boiler license
HOME		NX	2	3614	HARRIS MASTERCARD	07/31/2025	$183.01	97039	E 01 020 640 000 316 366	Staff Dev meals
HOME		NX	2	3614	HARRIS MASTERCARD	07/31/2025	$20.00	97040	E 01 005 020 000 000 820	OpenAI Subscription
HOME		NX	2	3614	HARRIS MASTERCARD	07/31/2025	$117.09	97041	E 01 015 216 000 863 401	Migrant supplies
HOME		NX	2	3614	HARRIS MASTERCARD	07/31/2025	$85.36	97042	E 01 005 640 000 316 490	Food service meeting lunch
HOME		NX	2	3614	HARRIS MASTERCARD	07/31/2025	$102.15	97043	E 01 005 020 000 000 820	MASA Registration
HOME		NX	2	3614	HARRIS MASTERCARD	07/31/2025	$25.00	97044	E 01 020 298 955 000 401	Musical Fees and Scripts
HOME		NX	2	3614	HARRIS MASTERCARD	07/31/2025	$10.00	97034	E 01 020 292 969 000 401	Canva Presentation Fee
HOME		NX	2	3614	HARRIS MASTERCARD	07/31/2025	$87.58	97035	E 01 020 292 969 000 401	MSHSL Supply Order

Check Total: $1,212,271.43

Bank HOME Total: $1,212,271.43

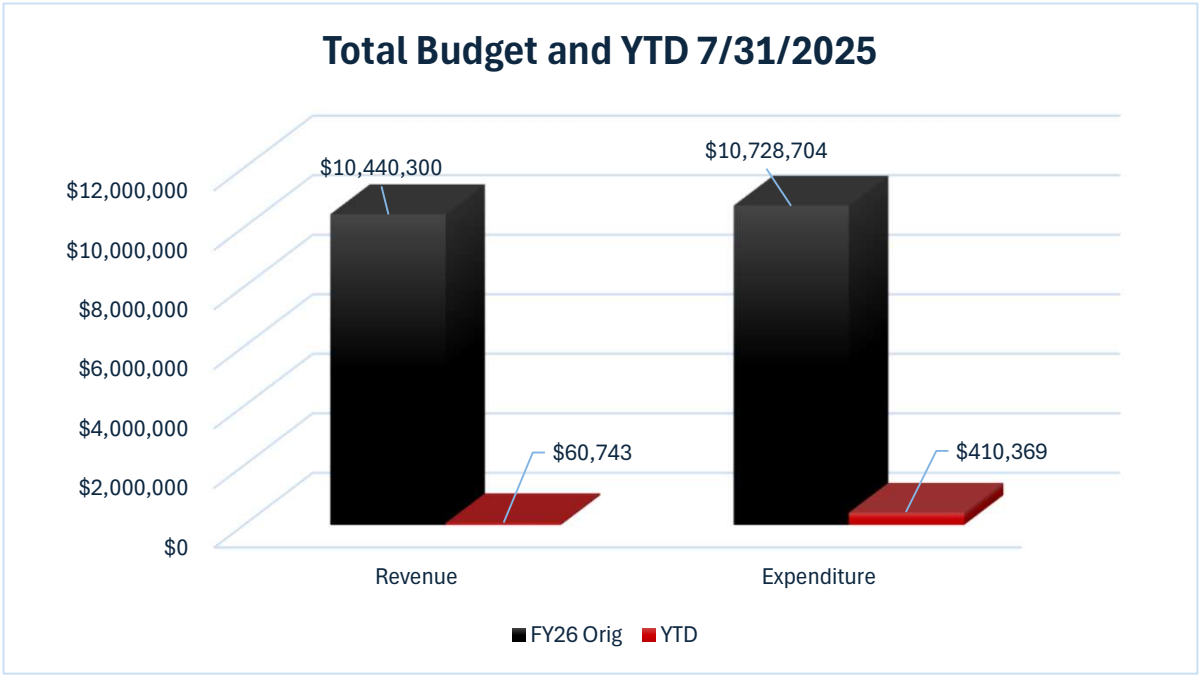
Report Total: $1,212,271.43

BOLD ISD #2534

Monthly Operating Budget Report July 31, 2025

	Revenue		Expense	
FY26 Original	$10,440,300		$10,728,704	
Month Ending:		% of Total FY25 ORIG		% of Total FY25 ORIG
7/31/2025*	$60,743	0.6%	$410,369	3.8%
8/31/2025*		0.0%		0.0%
9/30/2025		0.0%		0.0%
10/31/2025		0.0%		0.0%
11/30/2025		0.0%		0.0%
12/31/2025		0.0%		0.0%
1/31/2026		0.0%		0.0%
2/28/2026		0.0%		0.0%
3/31/2026		0.0%		0.0%
4/30/2026		0.0%		0.0%
5/31/2026		0.0%		0.0%
6/30/2026		0.0%		0.0%
Total YTD	$60,743	0.6%	$410,369	3.82%

* subject to change pending year end adjustments



BIRD ISLAND - OLIVIA - LAKE LILLIAN ISD #2534
Operating Cash Balance
7/31/2025

Bank Name	Account Name	Account Type	Account No.	Interest Rate	Balance
Minnesota School District Liquid Asset Fund	Bird Island-Olivia- Lake Lillian #2534	General Fund	600380	n/a	$0.00
		Payroll Account	601345	n/a	$0.00
Citizens Alliance Bank, Lake Lillian Branch	I S D #2534 Bold Public School	14 Mo. CD			$ -
		Money Market - MMDA	471224	0.70%	$255,960.29
		Checking - Regular DDA	471160	0.00%	$1,966.40
Home Town Bank	ISD 2534	CD Marnold Ostby Estate	209216944	2.75%	$83,436.48
		Marnold Ostby Savings	201002552	3.03%	$9,774.10
		Lentz Music Department	2426	3.04%	$7,922.73
		Lentz Scholarships	2440	3.04%	$30,762.65
		Money Market	202000939	0.25%	$1,358.64
		IntraFi Cash for premium checking	282	3.00%	$3,893,389.57
		Value Checking (Petty Cash)	2300846	0.00%	$156.88
		Premium Checking	2701282	3.04%	($199,290.33)
F&M Bank Minnesota, Olivia	Independent School Dist 2534	Robert Remsberg Scholar Savings Fund	1905418	0.50%	$6,120.83
		Zetah Scholarship Savings Fund	1905143	0.50%	$13,227.88
		Robert Remsberg Scholarship 24 Mo. CD	7793	2.23%	$19,000.00
		Zetah Scholarship 24 Mo.CD	7775	2.23%	$23,090.00
		Robertson Scholarship Savings Fund	6321	0.50%	$5,141.13
		Robertson Scholarship CD	20271	1.77%	$5,000.00
Frandsen Financial Corporation, BI	ISD #2534	Sheila Madsen Mem. Scholarship 12 Mo. CD	111690	0.50%	$819.28
Total Cash Deposits					$4,158,365.61

Fund Summary:

District Funds	$ 3,954,070.53
Trust Funds	$ $204,295.08
Total	**$ 4,158,365.61**

BIRD ISLAND - OLIVIA - LAKE LILLIAN ISD #2534

Referendum Construction Cash Balance

7/31/2025

Bank Name	Account Name	Account Type	Account No.	Interest Rate	Balance
Home Town Bank	ISD #2534	Referendum Checking	1607	4.07%	$188,451.88
Home Town Bank	Independent School Dist 2534	Referendum IntraFi Sweep	607	4.00%	$2,055,745.71
UMB	Independent School Dist 2534	Construction CDARS	22941	5.05%	$24,258,212.98

Construction Balance $26,502,410.57

August 25 Board Meeting

NEW HIRES:

1. Lauren Schaub, C-Squad Volleyball Coach
2. Madyson Herdina, Junior High Girls Basketball Coach
3. Will Hanson, Junior High Football Coach
4. Kathy Reese, Musical Vocal Director
5. Robyn Sullivan, K-6 Sped teacher
6. Zachary Kubesh, SpEd Paraprofessional
7. Kya Sacul, SpEd Paraprofessional
8. Jessica Aaseth, Community Education Coordinator
9. Grant Liebl, Custodian
10. Cassandra Hennager, pre-school para
11. Madyson Herdina, Jr. High Volleyball Coach
12. Malissa Everson, Volunteer (unpaid) BOLD Volleyball Program

RESIGNATIONS:

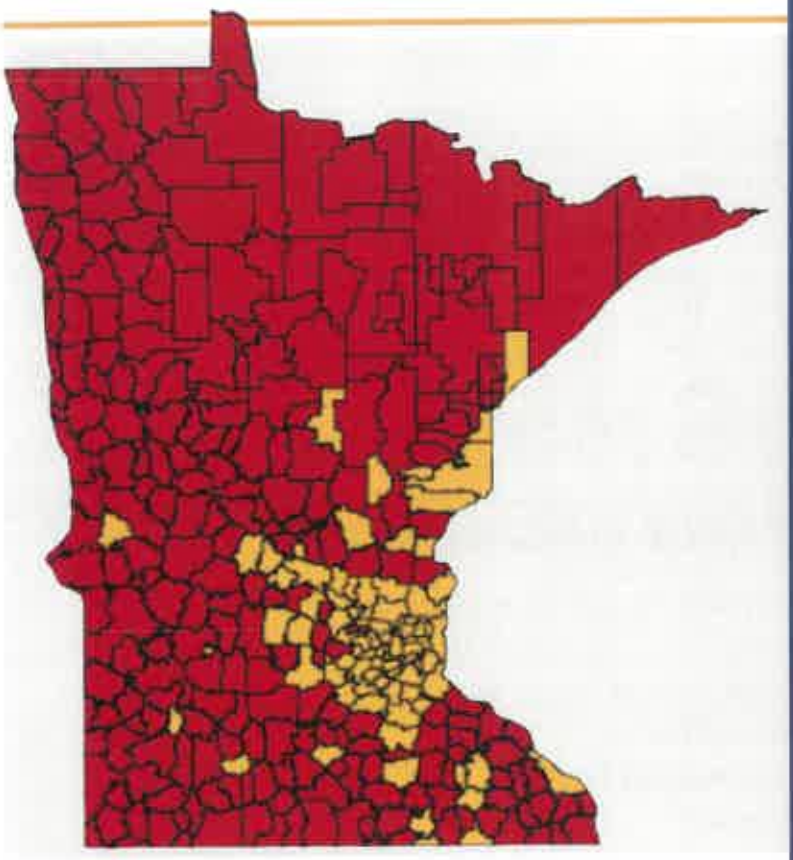
1. Carol Bohlin, Custodian, effective August 15, 2025
2. Aimee Dale, Elementary Yearbook
3. Skyllar Schmidt Retterath Track Coach
4. Malissa Everson, Jr. High Volleyball Coach

Non-renewed: 2025-2026 School Year

1. None

LEAVES OF ABSENCES:

1. None



MREA Member School District



MREA

Voice For Greater Minnesota Education

LEARN MORE AT MREAVOICE.ORG
CONTACT US AT
INFO@MREAVOICE.ORG | (833) MNVOICE

How MREA serves YOU

ADVOCATE

- Lobbyists at the Capitol every day advocating for students
- Weekly Advocacy Briefings during legislative session
- Interactive maps and analysis showing impacts of major changes
- Action alerts to help encourage engagement

EDUCATE

- Professional development and networking at Annual Conference
- MREA Maps that show funding impact by district / region.
- Regional meetings and trainings to provide input and stay informed
- Member benefits providing learning opportunities
- Discounts on partner programs

COMMUNICATE & CELEBRATE

- Weekly Insider Briefs with education updates relevant to rural districts
- Website with resources, news, and updates
- Celebration and sharing of accomplishments and best practices
- Awards for teachers and innovative school programs
- In-person visits to keep a pulse on district accomplishments & needs

"MREA is a strong force for advocating for rural students and schools. MREA's communications are effective and timely, the staff is incredible, the website is a valuable resource, and their advocacy at the State Capitol is exemplary."

KARLA BECK, DIRECTOR OF TEACHING & LEARNING
REDWOOD AREA SCHOOL DISTRICT



MREA

Leading Advocacy for Greater Minnesota Students Led by school board members, administrators, teachers and other education-focused partners, MREA elevates Greater Minnesota schools through advocacy, education and recognition.

2025 LEGISLATIVE ACCOMPLISHMENTS

BUILDING A FAIR & EQUITABLE FUNDING SYSTEM

MREA Successfully Advocated for Greater Minnesota Students Through:

- Preserving the current law inflationary factor for the basic education allowance by defeating a Senate proposal to repeal this statute.
- Acquiring school board authority to levy "above the line" for major roof repair and replacement costs as part of the LTFM program.
- Improving TRA so educators can access retirement benefits at age 60 with 30 years of service.
- Securing a one-time funding infusion of $55 million to backfill Compensatory Aid falloff with the state moving to Direct Certification.
- Securing state funding for two more years of estimated state mandated summer Unemployment Insurance costs.
- Making the short call substitute licensure flexibility pilot program permanent law, allowing schools to use current paraprofessionals with at least one year of service to the district or persons with an Associates Degree and eliminating the state mandated $200 daily rate of pay.
- Preserving QComp funding as we seek to expand the program statewide.
- Allowing schools to start on or after Sept. 1 for the 26-27 and 28-29 school years.
- Flexibility for Cooperatives to use $5,000 of Student Support Personnel Aid to cover associated staff costs including job-embedded coaching and travel.

MREA PRIORITIES IN DEVELOPMENT FOR 2026 SUPPLEMENTAL BUDGET SESSION: CLOSING GAPS

ADVANCING SEASONAL RECREATIONAL TAX BASE REPLACEMENT AID: HF 1161/SF 1997

Create state funding to reduce local property taxpayer costs of an operating referendum through state reimbursement of Seasonal & Recreational tax base value.

ADVANCING LOCAL OPTIONAL REVENUE: HF 1989/SF 2239

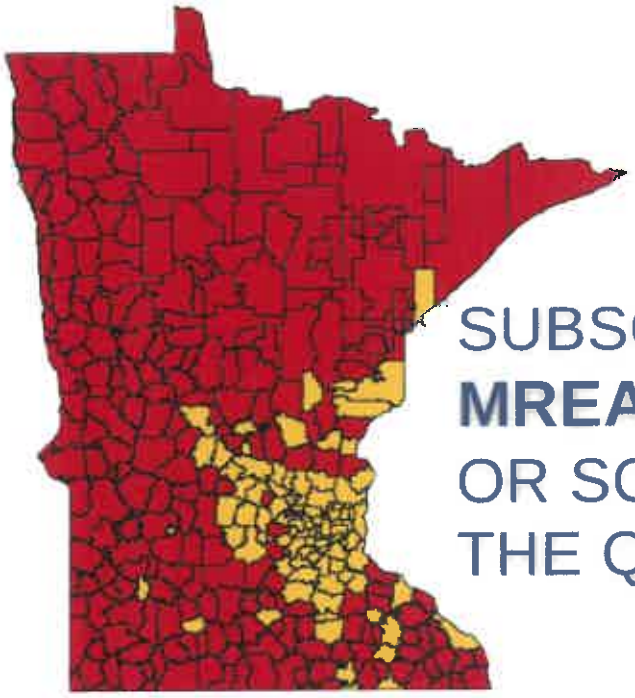
Increase from $724/pupil to $974/pupil, equalized levy, and link LOR to the formula effective in FY28 and beyond.

MREA

Voice For Greater Minnesota Education

STAY CONNECTED

TO MREA COMMUNICATIONS FOR WEEKLY INSIDER BRIEFS, LEGISLATIVE ACTION ALERTS, SUMMIT UPDATES AND MORE!



MREA Member District

SUBSCRIBE AT
MREAVOICE.ORG/SUBSCRIBE
OR SCAN
THE QR CODE

WHO CAN SUBSCRIBE?

- School Board Trustees
- Principals
- Teachers / Teacher Leaders
- District Administrators & Staff
- Business Managers
- Community Education Directors
- Curriculum Directors
- Human Resources Staff
- Facilities Staff
- Transportation Directors

Subscribers may receive a separate email requiring them to opt-in to the mailing list.

THE VOICE FOR GREATER MINNESOTA EDUCATION

mreavoice.org
(833) - MNVOICE
PO Box 187
St. Cloud, MN 56302

MREA
Voice For Greater Minnesota Education

Greater Education
SUMMIT













REGISTER TODAY!

NOVEMBER 16 - 18, 2025
CRAGUN'S RESORT, BRAINERD

SUNDAY EVENING

Celebrate the incredible work impacting students in Greater MN districts at the MREA Educator of Excellence & Innovation Program Awards Banquet.

MONDAY AND TUESDAY

Be inspired by keynote speakers and choose from over 40 practical breakout sessions featuring ideas and tools you can share at your district!

Learn More at www.MREASummit.org

BOLD Public Schools

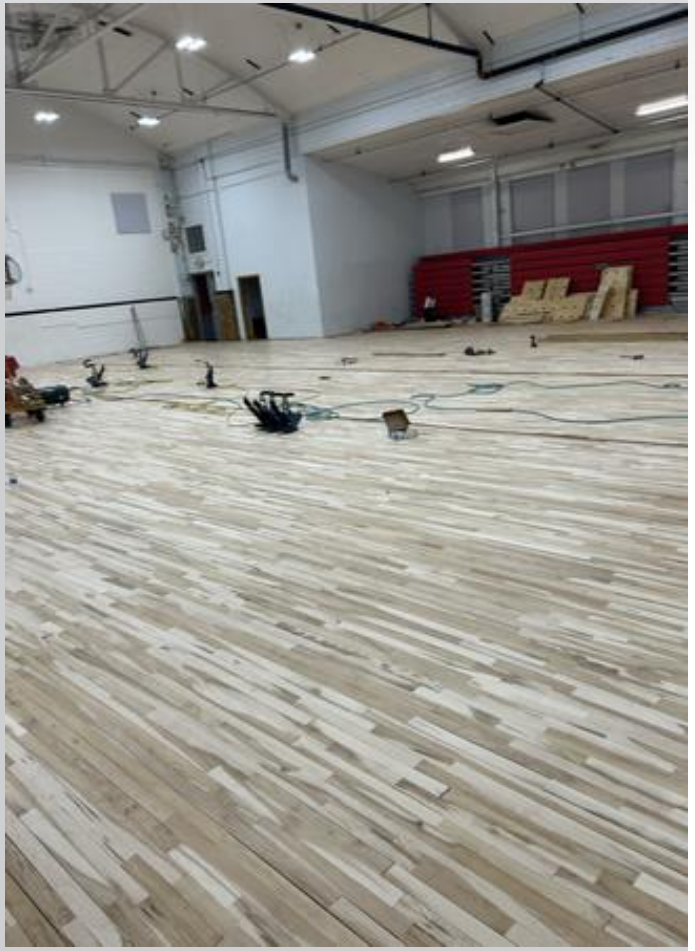
CONSTRUCTION UPDATE | August 25, 2025



CONSTRUCTION UPDATE | August 25, 2025

Bird Island Renovations





LOCKER ROOM & DANCE GYM

Ongoing Work

- Dance Gym Floor is at 65%
- Tile is 70% Complete
  - Joist lead time delay
- Drywall is 90% Complete
  - Joist lead time delay
- Panel Retrofits are at 50%

Up Next

- HVAC System Installation
- HVAC Structural Supports Installation

nexus SOLUTIONS®

CONSTRUCTION UPDATE | August 25, 2025

Bird Island Renovations





N CORRIDOR & SOUTH BUILDING

Ongoing Work

- Wire Pulled to Switchgear
- Concrete Floor Sealed
- Lighting Retrofit Complete

Up Next

- Ceiling Tile Installation
- Structural Column Installation in Corridor

nexus SOLUTIONS®

CONSTRUCTION UPDATE | August 25, 2025

Olivia Renovations







ELEMENTARY SCHOOL WING

Ongoing Work

- Lockers are 99% Complete
  - Waiting on locker blanks
- Painting is 100% Complete
- Ceiling Grid is Complete
- New & Retrofit Lighting is 100% Complete

Up Next

- HVAC Startup

nexus SOLUTIONS®

CONSTRUCTION UPDATE | August 25, 2025

Olivia Renovations



FRONT ENTRANCE

Ongoing Work

- Coal Room
  - Demolished Roof
  - Poured Footings
  - Placed Structural Steel: *Columns, Beams, and Roof Decking*
  - Poured Concrete Topping

Up Next

- Fuel Tank Removal
- Soil Correction
- Footings & Foundations
- Utility Work

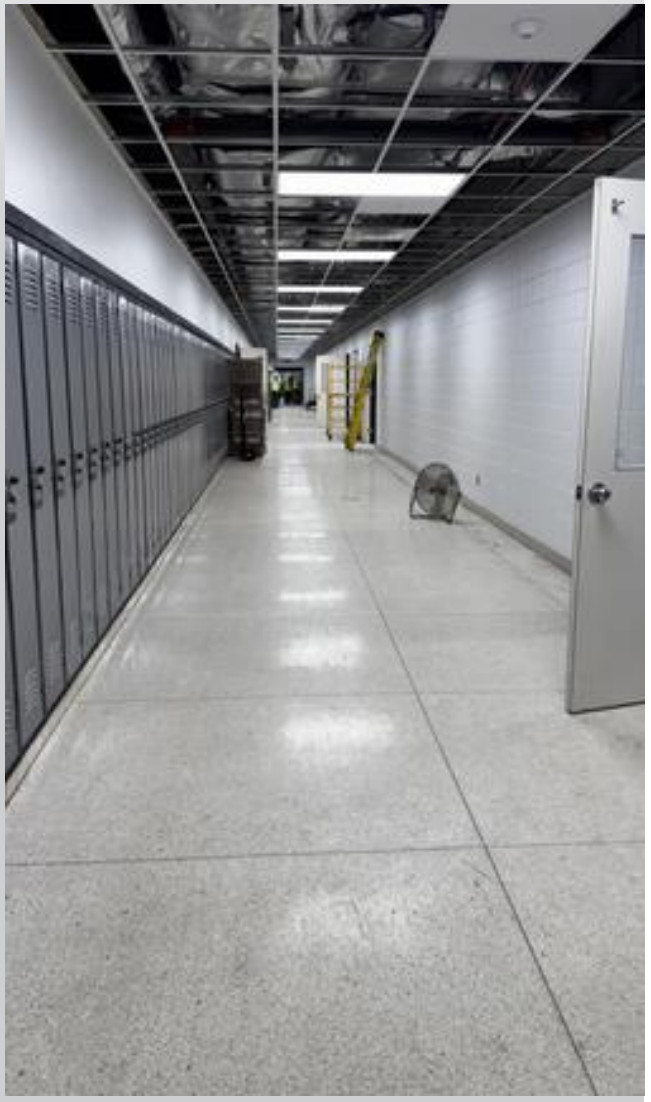
nexus SOLUTIONS®

CONSTRUCTION UPDATE | August 25, 2025

Olivia Renovations







HIGH SCHOOL WING

Ongoing Work

- Classroom Furniture in Rooms
- Flooring Installed
- Lighting Installed
- Bathrooms Complete
- Paining Complete

Up Next

- Place HVAC Units
- Complete Woods and Metals

nexus SOLUTIONS®

CONSTRUCTION UPDATE | August 25, 2025

Olivia Renovations



STORM SHELTER

Ongoing Work

- Flooring Complete
- Doors Installed
- Wrestling Mat Hoist Installed, Mats Delivered
- Wall Mats Installed

Up Next

- Office Furniture Installation
- Window Finishes

NEXUS SOLUTIONS®

CONSTRUCTION UPDATE | August 25, 2025

Olivia Renovations





OLD DISTRICT OFFICE

Work Completed

- Punch Walk is 90% Complete
- Furniture is 100% Complete
- Classroom Turned Over

nexus SOLUTIONS®

Superintendent Board Report
BOLD Public Schools
August 25, 2025

- **Gratitude:**
    - BOLD staff

- **General Updates:**
    - We will be ready to roll on Sept. 2nd

- **Legislative Updates:**
    - Met with Bob from MREA who made me aware of monthly calls I can join to receive legislative updates
        - Bob also encouraged the board and me to attend the MREA conference in January

- **Facilities Updates:**
    - Construction
        - See attached documents
            - Construction progress
            - expenditures/balance
        - Abatement bid
            - Titan Environmental wond the bid
        - School readiness
            - Gerry got projectors/tvs in rooms
            - Custodians got pallets delivered to classrooms
            - Teachers got rooms set up
            - Principals were running around supporting everyone
            - Admin assist duantlessly worked in the sauna to assist with registrations, communications, etc.
        - Flooding
        - Parking

- **Community Engagement**
        - Hometown Bank former student Parker wants to start a chess club at BOLD
        - Paraguayan conversations with Just Coffee folk
        - Moved to Bird Island
            - Cultural Center
            - Farmer's Market

        - Olivia Hospital and Clinic tour

- **Working on**
    - Will be negotiating teacher and district office staff contracts
    - EMC Insurance Claim
        - Working with Paul Johannes and Eide Bailly, our forensic auditor
            - No charges filed yet/still investigating
    - Nexus meetings/walk throughs
    - Building superintendent network
    - SWWC training
    - Back to school planning
    - Meeting staff
    - Identifying communication gaps
        - Nexus and Facilities Committee
    - Will be working with Baker Tilly and Nicole V. on budget analysis and forecasting
    - Learning from staff

Superintendent Board Report
BOLD Public Schools
July 28, 2025

- **Gratitude:**
    - Board members
    - District Office staff/Admin.
    - Custodial staff
    - Cooking staff
    - Migrant program staff
    - Nexus project management and crews
    - BOLD community

- **General Updates:**
    - Proposing to start school on Sept. 2nd
        - Staff need more time to prepare for students
        - Staff will still come in on the regularly scheduled date

- **Legislative Updates:**

    - **Letter to House and Senate**
        - **Title I, Part C – Migrant Education State Grants**
        - **Title II, Part A – Supporting Effective Instruction State Grants**
        - **Title III, Part A – English Language Acquisition Grants**
        - **Title IV, Part A – Student Support and Academic Enrichment Grants**
        - **Title IV, Part B – 21st Century Community Learning Centers**

- **Facilities Updates:**
    - Construction
        - Staff ideas for walls in BI building
            - Data Sheet
        - See attached photos
    - Progress Update:
        - Notes
- **Community Engagement**
    - Met librarians from the 3 public libraries of BOLD
    - Met the good people of East Side Casey's
    - Met the good people of West Side Casey's
    - Met the wise old guys or old wise guys at the gas station in Lake Lillian
        - Very concerned about cell phones in schools
    - Met with the morning patrons of the Chatterbox
    - Met with morning patrons of the Shell Station in Bird Island
    - Met some guys at the Cenex station in Olivia
    - Participated in Kris Krafka's book club at Nester Park on July 16th
        - We are reading *The Anxious Generation,* by Jonathan Haidt
    - Attended the Hometown Bank Luau
    - Attended the dinner theatre
    - Attended the Corn Capital Days parade (with t shirt!)
    - Introduced myself to people at
        - B &D Market
        - ACTS thrift store
        - Hometown Bank
- **Working on**
    - Negotiated contract agreements to be sent to legal for language check
        - Paras
        - Food service

        - Admin. Asst.
        - Custodians
    - EMC Insurance Claim
        - Working with Paul Johannes and Eide Bailly, our forensic auditor
    - Nexus meetings/walk throughs
    - Building superintendent network
    - SWWC training
    - Back to school planning
    - Meeting staff
    - Learning the ropes
    - Identifying communication gaps
    - Learning from staff



NO PARKING

Student/Staff Parking

OPEN TO ALL

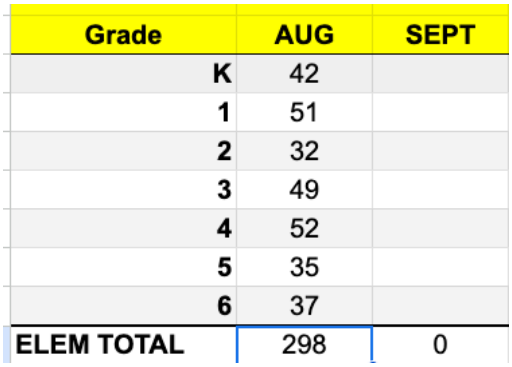
BOLD Elementary School Board Reports

[BOLD Public School Strategic Plan 2022-2025]

Mission Statement
"The mission of the BOLD School District is to:
Provide all learners in the BOLD community an education designed to develop the creativity, character, confidence, and skills essential to flourish in a changing global society."

Vision Statement
The BOLD School District: United to achieve excellence and expecting the best – Be BOLD.

August 2025

ENROLLMENT	
ACHIEVEMENT & OPPORTUNITY GOAL: Build a diverse range of academic and extracurricular opportunities that the BOLD community can access.	New to 5th & 6th Grade this year - FACS (Family and Consumer Science) - iPads will stay at school Working with Jess Johnson, Renville County Public Health - Opportunities to partner this year Field Trip Fundraising Opportunity - "School Store": Kickoff September 22
RECRUITMENT & RETENTION GOAL: Build an environment in which our employees thrive. Hire, train, and retain high quality staff.	New Teacher Training - August 13 - 4 new teachers - Worked with Gerry (IT), Nancy (HR), and principals LETRS training - August 18 - 1st day back for teachers Joe Beckman - August 21 for staff; additional date in September for students - Amazing message! Great energy, attitude, and TEAMWORK!
SAFETY & WELLNESS GOAL: Build an environment that prioritizes safety by promoting physical and mental wellness for all.	Drop off/Pick up - Video showing pick up and drop off route Working with SHIP Coordinator, Rose Erickson. - Planning some events for the school year

Grade	AUG	SEPT
K	42	
1	51	
2	32	
3	49	
4	52	
5	35	
6	37	
ELEM TOTAL	298	0

FACILITIES & MAINTENANCE GOAL: Build a facilities plan to help maintain and enhance our educational and technological infrastructure.	Thank you to the Maintenance & Custodial Crew - Delivered desks/chairs into classrooms and pallets & boxes to the hallway

BOLD High School Board Report

BOLD Public School Strategic Plan 2022-2025

Mission Statement
"The mission of the BOLD School District is to:
Provide all learners in the BOLD community an education designed to develop the creativity, character, confidence, and skills essential to flourish in a changing global society."

Vision Statement
The BOLD School District: United to achieve excellence and expecting the best – Be BOLD.

BOLD Pillars of Engagement
Engaged BOLD students are: problem solvers, feel respected and respect others, are empathetic human beings, and engaged BOLD students want to learn, they are responsible and take ownership of their learning.

August 2025 Report

ACHIEVEMENT & OPPORTUNITY GOAL: Build a diverse range of academic and extracurricular opportunities that the BOLD community can access.	❖ 25-26 Attendance and Behaviors ❖ Joe Beckman will be presenting to students on September 18. ❖ Homecoming week begins September 22. ❖ Enrolled in MNMTSS cohort. ❖ Schedule is tight with one less teacher. ❖ Larger than expected 7th grade class
RECRUITMENT & RETENTION GOAL: Build an environment in which our employees thrive. Hire, train, and retain high-quality staff.	❖ PLC's will begin their work in September.
SAFETY & WELLNESS GOAL: Build an environment that prioritizes safety by promoting physical and mental wellness for all.	❖ Speaker Joe Beckman presented to staff on Aug 21, 2025. He talked about the importance of human connection. We had a good time!
FACILITIES & MAINTENANCE GOAL: Build a facilities plan to help maintain and enhance our educational and technological infrastructure.	❖ Construction is progressing. . .

High School Enrollment Report K-12 Enrollment by Month 7-12 Enrollment by Month

Grade	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
7										
8										
9										
10										
11										
12										
Total	300									

BOLD Activities Report – 8/25/25

1. ARBITER REGISTRATIONS

A. The transition to Arbiter Registration has been difficult for the activities office and for families. We are still learning the new system in terms of running reports, editing registrations to include physical and impact testing dates, and troubleshooting issues for parents. This should get easier as families get more used to the system.

B. For 2025-26 we did not absorb the credit card processing fee into our end of the payment. We are charging the fee to families, and that has dissuaded many from wanting to pay online with credit cards, which means that we have received far more payments via check this fall. The use of credit card payments seems to be contingent upon BOLD absorbing that credit card service fee. My recommendation for 26-27 will be to increase the cost of athletic registration so that we can absorb that and this will save Brittany and I time with processing the payments while also having to handle less cash and checks through the office.

2. COACHING VACANCIES

A. We have now filled all of our fall coaching vacancies, and we are getting much closer for the winter. We are still in need of 2-3 basketball coaches for this winter. It looks like our numbers could necessitate a second junior high girls team/coach. This is a position that we haven't filled in several years because numbers were low. This is a good problem, but without applicants to fill these coaching positions, we will need to have some coaches double up on positions again to cover c-squad basketball just like we did last winter.

3. FACILITY CONCERNS

A. VOLLEYBALL:

i. I am moving some times/dates for volleyball games to accommodate the inability to use Bird Island for games this fall. The schedule was built to host varsity and JH at different sights, but since every game will be in Olivia, we will have to start one JH game at 4 PM and we had to move 1-2 dates.

B. FOOTBALL:

i. Our football fields are going to get beat up really bad with this construction reducing our usable outdoor space. We have been reduced from 2.5 practice fields down to 1.5 and those grass areas need to accommodate six football teams (varsity, JV, 8th grade, 7th grade, 6th grade, & 5th grade) plus they will be used by Phy. Ed. We also have to play all games for all teams on the game field, since we can't use the junior high field this fall. We will use the game field for more practices late in the season as our practice fields harden from the amount of use they will get. We may need to do extra reseeding on these areas next summer to make these spaces functional next year.

	Fall Sport Coaches 2025-2026		Approved	ENCLOSURE # 24	
Position	**Name**	**FTE**	Level		
Head Football Coach	Derek Flann	1	A	$5,200	
Assistant Football Coach	Kyle Athmann	1	B	$4,100	
Assistnat Football Coach	Daren Sagedahl	1	B	$4,100	
Assistant Football Coach	Justin Martinson	1	B	$4,100	
JH Football Coach	Matt Sullivan	1	C	$3,050	
JH Football Coach	Will Hanson	1	C	$3,050	
Assistant JH Football Coach	Steve Solem	1	C	$3,050	
Volunteer Football Coach	Brian Kingery	-	-		
Head Volleyball Coach	Brian Kingery	1	A	$5,200	
Assistant Volleyball Coach	Leigh Ann Snow	1	B	$4,100	
C-Squad Volleyball Coach	Lauren Schaub	1	B	$4,100	
JH Volleyball Coach	Madyson Herdina	1	C	$3,050	
JH Volleyball Coach	Kory Eiler	1	C	$3,050	
Volunteer Volleyball Coach	Makayla Snow	-	-		
Volunteer Volleyball Coach	Brittany Gay	-	-		
Volunteer Volleyball Coach	Malissa Everson				
Head Cross Country Coach	Jen Jahnke	1	A	$5,200	
Assistant Cross Country Coach	Brent Henriksen	1	B	$4,100	
** Fall Sports are paid Aug 30, Sept 15, Sept 30, Oct 15 and Oct 30 payrolls.					

August 25, 2025

Food service:

- My staff is working hard at getting the kitchen cleaned and ready to go for the school year.
- We had 15 of the cafeteria tables that we put up for sale.
- New this year will be a grab-and-go breakfast cart for our 7th- to 12th-grade students located near the small gym.
- My staff and I went to General Mills for a day of training on the new sugar regulations, food safety, and new recipes.

BOLD Community Pool – Report 8-2025

Construction is still happening in the pool hallway and connecting the pool to the new addition. Construction is continuing in the pool area as school gets closer with different lockers that were installed in the girls locker room and some touch up painting. Hallway tile, ceiling tile and electrical are continuing to move forward.

Session One AM lessons we had 66 swimmers, Session Two AM lessons we had 33 swimmers and Session Three Am lessons we had 26 swimmers. June Evening Lessons Preschool and Parent/Child lessons there were 19 swimming students. July Evening Lessons Levels 1-4 there were 13 students. Finally from May when we reopened to August we have had 7 private lessons. We had some new faces and many returning swimming students. It was great to see.

The Migrant Program came in June and July. We did a short safety and then an open swim. We continue to see more kids getting comfortable in the water as well as respect the water.

Staff have had several in-service nights, one in May, June, July and August. I have a great staff and had a lot of great comments from patrons and parents.

In August we have AM Adult Lap Swim on Monday, Wednesday and Fridays and Water Ex/Eve Lap Swim on Monday and Wednesday's. We have had a few private lessons and are getting ready for Fall. Orcas will be starting in September.

Sharing Locker rooms with sporting events teams is happening starting in September and running through winter. I hope to have a Lifeguarding course this fall dates to be announced and some open swim during winter break in December.

Sunday Open Swims in January and February is something that I am planning on bringing back. Starting In January and/or February I am hoping to start a WSI Class with one Sunday a Month for the winter month to finish in the spring.

I hope to have new employees with every new advanced course. We are still short staffed. Currently we have one pool rental for Fall and tentatively another for March.

Information is on the City of Olivia and The Bold school websites as well as facebook and other means of communication.

Thank you

Please let me know if you have any questions
Tracey Johnson, Pool Coordinator BOLD Community Pool
Tracey.johnson@bold.k12.mn.us 320-523-1031 ext 3152

Facilities board report (8/21/25)

struggles/concerns:

Flooding- on 8-16 we had water in the north entrance from high amounts of rain. I was informed about it and came up here to assess the situation and started trying to remove the water. The water was in the two front entrances as well as the concessions area with no initial signs of any water being in the gym. Upon further notice, there was a small crack on the north wall of the gym and is presumed the water seeped its way into the gym through that crack which ultimately buckled the gym floor. The water was too much for us to handle so I called in servpro to assist with the removal. The water was said to have come from a clogged drain pipe due to an access cap being off by the coaches room. Called Chappell central out to unclog said drain but ultimately concluded there were no restrictions leading out to the sewer and determined that we must have had so much rain in a short period of time and backed up the drain.

After doing a walk through we also noticed the media center and steam room had a good amount of water due to the ongoing demo of the old building which is where that water came in from. Servpro was contacted again to come out and assist with the restoration of those two rooms.

Accomplishments:

Teachers received all their pallets and the small gym has been cleared out of their stuff! Everyone has been doing their part in making sure this is a smooth transition for everyone!

We were able to get some floors sealed/waxed that needed to be done.

Got whiteboards and cork boards hung

Hung towel and soap dispensers

Hired a 4th custodian, believe he will be a good fit for our team!

Working on:

Still working on getting the teachers their stuff out of the connex containers.

Cleaning building as we are able.

Getting the school ready for students to come!

BOLD

Bird island-Olivia-Lake
Lillian School District
ISD 2534-01

701 S. 9th Street
Olivia, MN 56277
Ph.# 320-523-1031 Fax: 320-523-2399
Tim Tydlacka, Superintendent
Kristine Flohrs Krafka, K-6 Principal
Melissa Hoffman Bodin, 7-12 Principal
Derek Flann, Dean of Students/Activities Director

May 12th, 2025
Notice of Assignment
School Year 2025-26

Subject to:
(Master Agreement-Article VI, Section B) All teachers shall be given written notice of their classroom assignments for the forthcoming school year no later than the first Friday in May. In the event that changes in assignments are proposed, all teachers so affected shall be notified promptly and consulted prior to final approval of such changes. Except for unforeseen emergency situations, changes in teachers' assignments shall not be made later than August 15th for the coming school year.

Teacher: Tom Kroes

Salary: $65,372

Lane/Step: BA+0

FTE:1.00

Assignment: Guidance Counselor 10-days Extra Days. $361.17 X 10 + $3,611.70 = $68,983.70

Based on BOLD EA AGREEMENT 2025-2026

Teacher Signature:_____ Date:_____

Supervisor: _____ Date:_____
PLEASE SIGN AND RETURN ONE COPY TO THE DISTRICT OFFICE

	Fall Sport Coaches 2025-2026		Approved	ENCLOSURE # 24	
Position	**Name**	**FTE**	Level		
Head Football Coach	Derek Flann	1	A	$5,200	
Assistant Football Coach	Kyle Athmann	1	B	$4,100	
Assistnat Football Coach	Daren Sagedahl	1	B	$4,100	
Assistant Football Coach	Justin Martinson	1	B	$4,100	
JH Football Coach	Matt Sullivan	1	C	$3,050	
JH Football Coach	Will Hanson	1	C	$3,050	
Assistant JH Football Coach	Steve Solem	1	C	$3,050	
Volunteer Football Coach	Brian Kingery	-	-		
Head Volleyball Coach	Brian Kingery	1	A	$5,200	
Assistant Volleyball Coach	Leigh Ann Snow	1	B	$4,100	
C-Squad Volleyball Coach	Lauren Schaub	1	B	$4,100	
JH Volleyball Coach	Madyson Herdina	1	C	$3,050	
JH Volleyball Coach	Kory Eiler	1	C	$3,050	
Volunteer Volleyball Coach	Makayla Snow	-	-		
Volunteer Volleyball Coach	Brittany Gay	-	-		
Volunteer Volleyball Coach	Malissa Everson				
Head Cross Country Coach	Jen Jahnke	1	A	$5,200	
Assistant Cross Country Coach	Brent Henriksen	1	B	$4,100	
** Fall Sports are paid Aug 30, Sept 15, Sept 30, Oct 15 and Oct 30 payrolls.					

Local Union 1686-0008, Council 65, AFSCME, AFL-CIO
&
BOLD School District

Labor Agreement
(Custodians)

2024-2026

TABLE OF CONTENTS

ARTICLE I - RECOGNITION…….,, 3

ARTICLE II – DEFINITIONS…… ……3

ARTICLE III – SCHOOL BOARD RIGHTS…… ……4

ARTICLE IV – UNION SECURITY……...5

ARTICLE V – GRIEVANCE PROCEDURE……..5

ARTICLE VI – HOURS OF WORK……....8

ARTICLE VII – HOLIDAYS……10

ARTICLE VIIII – VACATION……..11

ARTICLE IX – SICK LEAVE……12

ARTICLE X – LEAVES OF ABSENCE……13

ARTICLE XI – SENIORITY……..14

ARTICLE XII – JOB POSTING……15

ARTICLE XIII – DISCIPLINE AND DISCHARGE……..15

ARTICLE XIV – COMPENSATION……16

ARTICLE XV – GROUP INSURANCE……17

ARTICLE XVI – RESIGNATION AND RETIREMENT……..18

ARTICLE XVII – SEVERANCE……18

ARTICLE XVIII – LABOR MANAGEMENT COMMITTEE……..18

ARTICLE IX – DURATION……...18

SIGNATURE PAGE……20

APPENDIX A ……..21

2024-2026

BOLD SCHOOLS – I.S.D. #2534
OLIVIA, MINNESOTA

AND

LOCAL UNION 1686, COUNCIL 65, AFSCME, AFL-CIO

This Memorandum is entered into by and between the Bird Island-Olivia-Lake Lillian Public School, Independent School District No. 2534, hereinafter called the EMPLOYER, and Local Union No. 1686, affiliated with Minnesota Council No. 65 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called the UNION.

ARTICLE I - RECOGNITION

Section A.

Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services Case No. 91-PCE-2198, the Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment for:

All custodial and maintenance employees of Independent School District No. 2534, Bird Island, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential, and all other employees.

Section B.

The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Union as sole and exclusive representative for said employees.

ARTICLE II - DEFINITIONS

Section A.

The following terms used in this Agreement shall be defined as follows:

Terms and Conditions of Employment: The term "terms and conditions of employment" mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the Employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" are subject to the provisions of PELRA.

School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.
Employee: A member of the exclusively recognized bargaining unit as defined in Article I of this Agreement.

Permanent Employee: An employee who has completed the required probationary period for newly hired or rehired employees.

Probationary Employee: An employee who has not completed the required probationary period for newly hired or rehired employees.

Part-time Employee: An employee who is employed less than forty hours per week. Such an employee will receive benefits on a pro-rata basis. Eligibility for insurance benefits is subject to the provisions of the insurance carrier and other providers of benefits.

Layoff: Reduction in the employee's scheduled hours of work or complete separation from service with the Employer, necessitated by lack of work, lack of funds, or other reasons without reference to incompetence, misconduct, or other behavioral consideration.

Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE III - SCHOOL BOARD RIGHTS

Section A.

Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, selection, direction, and number of personnel.

Section B.

Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section C.

Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules and regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section D.

Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE IV - UNION SECURITY

In recognition of the Union as the Exclusive Representative, the Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.

The Union shall provide the formula or schedule to calculate the actual dues deduction to the employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of union dues. The employer shall remit such deductions to AFSCME Council 65, 3335 West St. Germain Street, Suite 107, St. Cloud, MN 56301.

The employer shall deduct fair share fees in accordance with the provisions of Minnesota Statues, Section 179A.06, Subd. 3.

Information to the Union

The employer will provide the Union with the add/drop report each one hundred twenty (120) days electronically. The add/drop report shall include the name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the employer.

The employer shall provide the Union with a report each one-hundred twenty (120) days which shall identify new hires by name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.
If a bargaining unit employee is hired, separates from employment or transfers out of the bargaining unit, the employer will provide the information to the Union within twenty (20) calendar days. Pursuant to MN Statute 179A. Subd. 8.

Further, the employer shall refer newly hired AFSCME-represented employees to a Union orientation session, up to thirty (30) minutes in length.

ARTICLE V - GRIEVANCE PROCEDURE

Section A.

A grievance is defined as a dispute or disagreement as to the interpretation or application of the terms and conditions of this Agreement.

Section B.

The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit, having the duties and responsibilities established by the Article. The Union shall notify the Employer, in writing, of the names of such Union representatives and of their successors when so designated.

Section C.

Definitions and Interpretation:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section D.

Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section E.

The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

STEP 1. If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

STEP 2. In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

STEP 3. In the event the grievance is not resolved in Step 2, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Step 2. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty

(20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

STEP 4. Should the parties fail to reach a mediated settlement of the dispute within twenty (20) working days either party may, by written notice to the other party, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the parties. If the Employer and the Union fail to agree upon an arbitrator within ten (10) working days, the moving party shall request a list of five (5) arbitrators from the Bureau of Mediation Services. Both the Employer and the Union shall have the right to strike two (2) names from the list. The party requesting arbitration shall strike the first name, and the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. A hearing on the grievance shall be held promptly by the arbitrator and a decision rendered by the arbitrator within thirty (30) working days from the date of hearing. The decision of the arbitrator shall be binding on the Employer, Union, and the grievant.

STEP 5. All expenses for the cost of the arbitrator shall be shared equally by and assessed equally to the Employer and the Union. Each party shall be responsible for their own expenses for compensation of their representatives, witnesses, and connection with the presentation of its case. If either party desires verbatim record of the proceedings, it may cause such a record to be made, providing it pays the associated costs.

Section F.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the grievant(s), to the extent established by the PELRA of 1971, as amended.

Section G.

Election of Remedies and Waivers: A party instituting any action, proceeding, or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

Section H.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a

grievance is not appealed to the next step within the specified time limit or any agreed upon extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the grievance is presumed to have been denied. The time limit in each step may be extended by mutual agreement of the parties.

ARTICLE VI - HOURS OF WORK

Section A.

Basic Work Week/Work Year: The regular work week and work year, exclusive of lunch, shall be prescribed through consultation between the District's Superintendent and the Director of Building and Grounds. The School District shall have final authority to assign work schedules.

Part-time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of the regular employees.

Shifts and Starting Time: All employees will be assigned a starting time and shifts as determined through consultation between the District's Superintendent, the Director of Building and Grounds and the union. The School District shall have final authority to assign shifts and starting time.

a. Weekend/Extra Shifts: Employees shall be given seven (7) days' notice of shifts for weekends and evenings.

b. Employees shall be notified two weeks in advance of a permanent schedule change.

c. The district agrees there will be no split shifts on weekends for any employee unless it is mutually agreed upon by the employee and the district.

d. During the summer months, employees may adjust schedules for certain duties to be completed when the air is cooler (i.e. waxing floors when lower temperatures and humidity) upon approval of the district.

Lunch/Rest Break Period: All full-time employees shall be provided with a duty-free lunch period of at least thirty (30) minutes.

Employees shall be eligible for a fifteen (15) minute rest period scheduled during the middle, if possible, of each one-half (4-hour) work shift.

Building Checks: A building check is a scheduled check on a holiday or weekend. These are pre-scheduled checks in advance of a holiday or weekend. Building checks on a weekend will be paid at seventy-five dollars ($75.00) per day. Building checks on a holiday will be paid at one hundred dollars ($100.00) per day.

School Closing: In the event that school starts late or is dismissed early for an unusual or unanticipated circumstance and the employees are not required to perform services, the employees' compensation shall not be reduced.

In the event that the School District participates in an MSHSL state-sponsored event, whereby school is closed for the purpose of attending the MSHSL state-sponsored event, employees shall have the option to work attend the event or use accumulated sick leave for the day school is closed. The employees'

pay shall not be reduced or increased for the day.

Section B.

All work performed in excess of forty (40) hours per week shall be considered overtime and shall be compensated at time and one-half (1 ½) the employee's regular rate of pay. No employee will be required to take time off during his/her normal work cycle to avoid payment of overtime.

Section C.

All work performed on a paid holiday as designated by this agreement shall be compensated at time and one-half rates (1 ½) in addition to the normal holiday pay.

Section D.

Any employee called back to work outside his/her regular work schedule by the District's representative shall be paid at the time and one-half rates of pay with a minimum of two (2) hours.

Section E.

For the purpose of computing overtime, hours worked shall not be pyramided, compounded, or paid twice for the same hours worked. Vacation, sick leave, and other paid leaves shall be considered as time worked for the purpose of computing overtime.

Section F.

During the period of June 15 through August 15, provided that school is not in session, employees with prior approval of the District, may choose to adjust the work week to four (4), ten (10) hour days. However, in no case shall this modification of the weekly work schedule cause there to be a day in the normal workweek during which no custodial/maintenance employee is on duty for at least eight (8) hours. During the week, which includes the 4th of July the normal work schedule shall revert to five (5), eight (8) hour days.

Section G.

Custodians who are scheduled to work shall receive a daily school lunch provided by the school cafeteria at no charge to compensate them for the normal interruptions of their duty-free lunchtime.

Section H.

Custodians who hold a current Minnesota Boilers License shall receive an additional one dollar ($1.00) per hour above their base wage. Custodians who hold a current Second-Class MN Boilers License shall receive an additional one dollar and fifty cents ($1.50) per hour above their base pay. Custodians who hold a First Class MN Boilers License shall receive an additional two dollars ($2.00) per hour above their base pay. Custodians who have a pool and spa license shall receive seventy-five cents ($0.75) per hour above their base pay. (Amounts are actual and do not "stack".)

Section I. Training

Custodians who are required by the district to obtain training will be paid their regular hourly rate of pay for all training.

ARTICLE VII - HOLIDAYS

Section A.

Paid Holidays: Regular employees shall be granted the following paid holidays:

New Year's Eve Day	New Year's Day	Good Friday
Juneteenth	Independence Day (July 4th)	Memorial Day
Labor Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day	2 Floating Holidays

Commented [AL1]: The bargaining unit is not in agreement to reduce to one floating holiday.

Section B.

Weekends: Holidays that fall on weekends will be observed on a day established by the School District.

Section C.

School in Session: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section D.

Application: In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless on an excused illness, leave, or on vacation under these provisions.

Section E.

Eligibility: Holiday benefits as defined in this Article shall apply only to regular employees as defined in Article II of this Agreement.

Section F.

Regular employees shall be allowed to use one (1) of their two (2) personal days for compensated time off on the Friday after Thanksgiving if an employee so notifies the District. Granting or denying a personal day in conjunction with any other paid holiday shall be at the sole discretion of the District.

ARTICLE VIII - VACATION

Section A.

Eligibility: This Article shall apply only to employees who are regularly employed on a twelve (12) month basis and forty (40) hour week.

Section B.

Earned Vacations: Full-time employees under these provisions shall accrue vacation as follows:

At the beginning of fiscal year:

1st year	80 hours	11th year	128 hours	16th year	168 hours
2nd & 3rd years	88 hours	12th year	136 hours	17th year	176 hours
4th & 5th years	96 hours	13th year	144 hours	18th year	184 hours
6th & 7th years	104 hours	14th year	152 hours	19th year	192 hours
8th & 9th years	112 hours	15th year	160 hours	20th year	200 hours
10th year	120 hours				

Accumulation of Vacation: Unused vacation hours will be accumulated to 160 hours. Employees shall have 90 days to use down any vacation hours beyond the maximum accrual. Any unused vacation days existing beyond 90 days will be paid out at the employee's regular rate of pay. Employees hired prior to 1987 shall maintain the original 600 maximum accrual.

Section C.

Application:

Subd. 1. Vacation leave must be taken at least one (1) hour at a time and shall be granted for such periods as are requested by the employee, provided that no employee may utilize more than twenty (20) days or four (4) calendar weeks during any summer vacation period without the express written consent of the supervisor and Superintendent. Under no circumstances will an employee be required to deplete his/her accrued vacation prior to taking parental leave or any other approved leave of absence. Application for vacation leave must be made within three (3) days of planned vacation.

Subd. 2. If the employee resigns before completing a full year of service the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one year of service shall be entitled to receive the prorate pay for unused vacation time provided such employee provides the School District with at least two (2) weeks advance notice of the resignation time.

Subd. 3. All vacation time must have prior approval by the Superintendent.

Section D.

All paid holidays and paid leave shall be considered as time worked for the purpose of accruing vacation time.

Section E.

Absence due to illness, injury, or disability in excess of accrued sick leave shall, at the request of the employee, be charged against vacation leave accrual.

Section F.

If an employee contracts any illness or disability during his/her vacation which requires the attention of a physician, after two (2) days of illness or disability the remaining period of illness or disability shall be charged as sick leave, and the charge against vacation leave reduced accordingly. The illness or disability must be verified by a signed certificate from the attending physician.

ARTICLE IX - SICK LEAVE

Section A.

All employees shall earn sick leave at the rate of ten (10) hours per month, accumulative to 960 hours.

Section B.

Subd. 1. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness and/or disability which prevented attendance and performance of duties on that day or days.

Subd. 2. The provisions of the Federal Family and Medical Leave Act shall govern the granting of family sick leave.

Subd. 3. Use: Employees may use sick leave for any ESST-qualifying reason outlined in Minnesota Statute Section 181.9447, as amended. Employees shall notify their immediate supervisor as far in advance as practical of their request for sick leave

Section C.

Documentation. The District may require employees to provide reasonable documentation as outlined in Minnesota Statutes Section 181.9447, as amended, indicating that the sick leave is being used for an ESST-qualifying reason. The final determination as to the eligibility of an employee for sick leave is reserved to the District. In the event that documentation will be required, the employee will be so advised

Section D.

Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section E.

Sick leave will be approved for the amount of time actually used. Using or claiming sick leave for a purpose not included in Section B. may be cause for disciplinary action.

Section F.

Regular employees retiring after January 1, 2001, who are at least fifty-five (55) years of age, shall receive as severance pay accrued unused sick leave at the time of retirement on the following formula:

1. Upon completion of at least ten (10) years of full-time service with the Employer, they shall receive twenty percent (20%) of the accumulated sick leave at their regular rate of pay.

2. Upon completion of at least twenty (20) years of full-time service with the Employer, they shall receive thirty-five percent (35%) of their accumulated sick leave at their regular rate of pay.

ARTICLE X - LEAVES OF ABSENCE

Section A. - General Conditions:

Subd. 1. Employees shall be eligible for leave of absence after six (6) months' service with the Employer.

Subd. 2. Any request for a leave of absence shall be submitted in writing by the employee to the immediate supervisor and approved by the superintendent. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Subd. 3. Authorization for leave of absence, if granted, shall be furnished in writing to the employee by the supervisor.

Subd. 4. Any request for a leave of absence shall be answered promptly. Requests for immediate leaves, such as bereavement leave, shall be answered before the end of the shift during which the request is submitted when reasonably possible.

Subd. 5. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.

Section B. - Paid Leaves:

Subd. 1. Jury Duty - Any employee shall be granted a leave of absence with pay for service on a jury. Such employee shall return fees for such jury service to the Employer. If excused, he/she shall return as immediately as possible to complete the workday. The employee shall be allowed to retain mileage reimbursement.

Subd. 2. Court Duty - Employees required to appear before a court on behalf of the District on any matter related to their work shall be granted a leave of absence with pay.

Subd. 3. Personal Leave - Each employee shall be granted two (2) days of personal leave per year. Personal leave will be allowed only for situations which cannot be dealt with outside of the employee's normal work shift

Subd. 4. Bereavement Leave - Up to three days of bereavement leave will be approved by the Superintendent because of death in the immediate family. Immediate family shall include spouse, parent, child, brother,

sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, or any person residing in the household of the employee. Employee may use one (1) day of bereavement leave for the death of a friend. Additional days may be added at the discretion of the Superintendent.

Section C. - Unpaid Leaves of Absence:

Subd. 1. Leave Without Pay - A leave of absence without compensation may be granted upon good cause shown to the Superintendent with the approval of the School Board. Such leave of absence usually will not exceed six (6) months but may be extended to a maximum of one (1) year. No benefits of vacation or sick leave or seniority shall accrue during said leave period. Employees on leave without pay shall be allowed to continue their participation in the group insurance coverage by paying the entire cost of premiums for coverage.

Subd. 2. Union Leave - Upon written request of the Union, leave shall be granted to employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer.

Subd. 3. Medical Leave - The employee shall have the option of utilizing either the Minnesota Parenting Leave Statute or the Federal Family and Medical Leave Act. The employee must indicate in writing to the Employer under which provision he/she is requesting medical leave.

ARTICLE XI - SENIORITY

Section A.

The parties recognize the principle of seniority in the application of this Agreement, within pay grade then bargaining unit wide, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain seniority and the right to recall, within pay grade, in seniority order for a period of twelve (12) months after the date of layoff.

Section B.

The Employer shall maintain seniority lists by date of hire and date of assignment to current pay grade as determined by the Board of Education structured in order of highest to the lowest seniority and provide said list to the Union upon request. New employees who begin work on the same date will have seniority determined by the last four digits of their social security number. The highest number being the most senior.

Section C.

Employees shall be assigned duties by the district at the Bird Island campus on a rotating schedule.

Section D.

In the event of recall following a layoff, employees shall be recalled in the inverse order of layoff. No new employees shall be hired to work in pay grades in which layoffs have occurred until all employees on layoff status who wish to return to work have been recalled.

Section E.

Employees to be laid off shall be given at least six (6) weeks' notice.

ARTICLE XII - JOB POSTING

Section A.

The Employer shall post a notice for ten (10) days when a new job or vacancy occurs. Employees desiring to transfer to a new job or to fill a vacancy shall submit a written application to the Superintendent. The promoted or transferred employee shall then serve a sixty (60) workday trial period in the new job. The Employer may return the employee to his/her previous position during the trial period if he/she is not able to carry out the duties of the position to which he/she has been promoted or transferred. The employee may also choose to return to his/her former position during the first sixty (60) days in the position to which he/she has been promoted or transferred.

Bargaining Unit employees applying for a position will be given the right to interview for the position.

Section B.

From the first day of work in a new position to which an employee has been promoted or transferred, the employee shall be paid the wage rate of the new position. The Employer shall have the discretion to adjust the credit for prior experience upon hiring or the promotion to a higher pay grade.

ARTICLE XIII - DISCIPLINE AND DISCHARGE

Section A.

Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) months of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section B.

Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section C.

Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of

continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the School District.

Section D.

Discipline Action: Employees shall be disciplined and discharged only for just cause. Disciplinary action shall be progressive and follow the steps listed below:

1. Oral Warning
2. Written Warning
3. Suspension (paid or unpaid)
4. Discharge

In cases of gross misconduct or incompetence, discipline need not be progressive and may for a first offense involve an appropriate suspension or discharge.

Section E.

Investigation: The Employer shall not question the employee during an investigation that may lead to disciplinary action unless the employee has been given the opportunity to have a representative of the Union present at such questioning.

Section F.

Written Record: A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee. Each employee shall receive a copy of all evaluation and disciplinary entries into their own personnel office record and shall be entitled to provide written response to those entries which shall be placed with the entry in the employee's record.

ARTICLE XIV - COMPENSATION

Section A.

Employees shall be paid in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.

Section B.

Employees shall be paid on the 15th day and 30th day of each month or on the nearest normal working day if such date falls on a holiday or weekend.

Section C.

Placement on Salary Schedule. A new employee will be placed at the start of the PayScale in accordance with Appendix A attached. The District reserves the right to allow placement at a higher level based upon the employee's prior experience and training, provided that a new employee shall be placed no higher on the

salary schedule than any incumbent employee in the same job classification without concurrence from the Union.

Section D.

Clothing Allowance. Bargaining Unit employees shall receive an annual stipend of two hundred dollars ($200) to purchase approved BOLD shirts per school year.

Cell Phone Stipend: Employees shall receive a twenty-three-dollar ($23) cell phone stipend each pay period.

Section E.

Building Checks**.** A building check is a scheduled check on a weekend or holiday. These are pre-scheduled checks in advance of a holiday or a regular building check employee being absent. Employees will be paid seventy-five dollars ($75.00) per day for a building check on a weekend and one-hundred ($100.00) on a holiday.

Building checks for weekends and holidays will be on a rotating schedule determined at the beginning of each calendar year

ARTICLE XV - GROUP INSURANCE

Section A.

Part-time Employees: Employees employed less than full-time will receive insurance benefits on a pro-rata basis. Eligibility for such benefits must be subject to the provisions of insurance carriers and other providers of benefits.

Section B.

Health and Hospitalization Insurance:

The District shall contribute a sum not to exceed the following amounts toward the cost of a premium for each full-time employee:

Contract Year	Single Policy	Family Policy
2024-2025	$4,405.00	$ 5,875.00
2025-2026	$4,405.00	$ 5,875.00

*In the event the District contribution exceeds the cost of the policy premium, the difference shall be placed into employee's health savings account.

ARTICLE XVI - RESIGNATION AND RETIREMENT

Section A.

Employees are expected to give at least ten (10) working days written notice prior to the effective date of resignation and at least twenty (20) working days written notice prior to the effective date of retirement.

ARTICLE XVII – SEVERANCE

Section A.

Regular employees retiring after January 1, 2001, who are at least fifty-five (55) years of age, shall receive as severance pay accrued unused sick leave at the time of retirement on the following formula:

- Upon completion of at least ten (10) years of full-time service with the Employer, they shall receive twenty percent (20%) of the accumulated sick leave at their regular rate of pay.
- Upon completion of at least twenty (20) years of full-time service with the Employer, they shall receive thirty-five percent (35%) of their accumulated sick leave at their regular rate of pa

ARTICLE XVIII - LABOR/MANAGEMENT COMMITTEE

Section A.

The exclusive representative may request the School District to meet concerning items not negotiable pursuant to this agreement. Such meetings shall be conducted as requested by the Union or the School District.

ARTICLE XIX - DURATION

Section A.

Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period of July 1, 2024 through June 30, 2026, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section B.

Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section C.

Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed to by the Board and the Union.

Section D.

Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, The parties have executed this Agreement this ____ day of _____, 2025.

For Independent School District No. 2534:

_____
Chairperson – Todd Frank

_____
Clerk –

_____
Negotiator –

_____
Negotiator –

For Local Union No. 1686, Minnesota Council No. 65, American Federation of County and Municipal employees, AFL-CIO:

_____
Negotiator –

_____
Negotiator – Derrick Lothert

_____
Council 65 Field Representative – Angie Lien

APPENDIX A

Grade 1: Custodian

– Starting Pay 2024-2025: $17.50 per hour
– Starting Pay 2025-2026: $18.00 per hour

Employees not currently at the starting rate of pay shall move to the starting rate effective 7/1/2025.

2024-2025 Hourly Pay Increase: $.0.00 per hour.
2025-2026: Hourly Pay Increase: $1.75 per hour for employees beyond the starting rate of pay.

Pay increases are retroactive to July 1, 2025.

Council 65, AFSCME
AFL-CIO
&
BOLD SCHOOL DISTRICT
Labor Agreement

Administrative Assistants

2024-2026

July 1, 2024 – June 30, 2026

TABLE OF CONTENTS

ARTICLE I: PURPOSE 3

ARTICLE II: RECOGNITION 3

ARTICLE III: DEFINITIONS 3

ARTICLE IV: SCHOOL DISTRICT RIGHTS 5

ARTICLE V: EMPLOYEE RIGHTS 5

ARTICLE VI: RATES OF PAY 7

ARTICLE VII: GROUP INSURANCE 8

ARTICLE VIII: LEAVES OF ABSENCE 9

ARTICLE IX: HOURS OF SERVICE AND DUTY YEAR 14

ARTICLE X: HOLIDAYS 15

ARTICLE XI: DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD 16

ARTICLE XII: REDUCTION IN FORCE 18

ARTICLE XIII: VACANIES, JOB POSTINGS, AND ASSIGNMENTS 18

ARTICLE XIV: GRIEVANCE PROCEDURE 19

ARTICLE XV: 403B MATCHING CONTRIBUTION PLAN 23

ARTICLE XVI: PUBLIC OBLIGATION 23

ARTICLE XVII: DURATION 24

SIGNATURE PAGE 25

APPENDIX A 26

AGREEMENT (NONLICENSED)

ARTICLE I
PURPOSE

Parties: This Agreement is entered into between Bird Island-Olivia-Lake Lillian Public School, Independent School District No.2534, (hereinafter referred to as the Employer) and Local Union No.1686, affiliated with Minnesota Council 65 of the American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, (hereinafter referred to as the Union), pursuant to and in compliance with the Public Employment Labor Relations Act, (hereinafter referred to as PELRA) to provide the terms and conditions of employment for the all Administrative Assistant personnel who are employed by the District.

ARTICLE II
RECOGNITION

Section 1. Recognition:

Pursuant to the certification of the State of Minnesota, Bureau of Mediations Services Case No. 24PCL1539 the Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect of pay, wages, hours of employment, and all other conditions of employment.

Section 2. Appropriate Unit:

The Union shall represent all such employees of the District contained in the appropriate unit as defined in ARTICLE III, Section 2. of this Agreement and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services, if any.

ARTICLE III
DEFINITIONS

The following terms used in this Agreement shall be defined as follows:

Section 1. Terms and Conditions of Employment:

The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit:

All administrative assistant employees employed by Independent School District No. 2534 BOLD, Olivia, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14,

excluding supervisory employees within the meaning of Minn. Stat. 179A.03, subd. 17, and confidential employees within the meaning of Minn. Stat. 179A.03, subd. 4.
For the purposes of this Section, the normal work week shall be defined as thirty (30) hours or more for administrative assistant employees. Any employee working in multiple classifications shall have all hours added together for the determination of unit inclusion. The job family or classification the employee works the majority of hours in will determine this inclusion. In the case of an even split, this determination will be mutually agreed to by the Superintendent and the employee.

Section 3. School District or District:

For purposes of administering this Agreement, the word/term, "District/School District," or the term, "District," shall mean the School Board or its designated representative(s).

Section 4. Classifications:

Classifications of employees will be determined by the administration based upon current job descriptions. Employees doing work in more than one job family or classification will be classified in the job family most appropriate to the job description. For the purposes of this Agreement the following job classifications and positions shall exist:

Subd. 1 Administrative Assistants:
Administrative Assistant positions shall include but not limited to:

Administrative Assistant –Pre K-12
Administrative Assistant -Athletics
Administrative Assistant - Media Center

Section 5. Standard Work Week/Workday:

Subd. 1 Administrative Assistant: Full time Administrative Assistant employees are employees working at least forty (40) hours per week for ten (10) or more months per year. Part time Administrative Assistant employees are employees working less than 40 hours per week and/or less than 10 months per year.

Subd. 2. Extended Work Year: Necessary duty beyond the contracted days, either before the work year begins or after the last scheduled day, shall be paid at the employees' regular rate of pay.

Section 6. Temporary Employee:

The definition of temporary employee shall be one who is employed for a long term of absence of a regular employee. Such temporary employee shall be paid at the substitute rate of pay. Longer term absence shall be defined as one that is to last two (2) weeks or more than ten (10) consecutive working days in the same position.

Section 7. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV
SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights:

The Union recognizes that the School District is not required to meet and negotiate regarding matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection, direction, and number of personnel.

Section 2. Management Responsibilities:

The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations:

The Union recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Union also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding any matter related to the conditions or compensation of public employment or their

betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Union.

Section 2. Right to Join:

Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate a Union for the purpose of negotiating grievance procedures and the terms and conditions of employment for employee members of the bargaining unit.

Section 3. Dues Check Off:
In recognition of the Union as the Union, the Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.

The Union shall provide the formula or schedule to calculate the actual dues deduction to the employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of union dues. The employer shall remit such deductions to AFSCME Council 65, 3335 West St. Germain Street, Suite 107, St. Cloud, MN 56301.

Section 4. Fair Share Fees:
In the event federal law changes, or the Janus Supreme Court decision is reversed, any present or future employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement, in an amount certified by the Union.

The Union agrees to indemnify and to hold the school district harmless against any and all claims that may arise regarding the application of this article.

Section 5. Information to the Union:

The employer will provide the Union with the add/drop report each one-hundred and twenty (120) days electronically. The add/drop report shall include the name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the employer.

Commented [SB1]: We would like to change this to 120 days also

The employer shall provide the Union with a report each one-hundred twenty (120) days which shall identify new hires by name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

If a bargaining unit employee is hired, separates from employment or transfers out of the bargaining unit, the employer will provide the information to the Union within twenty (20) calendar days. Pursuant to MN Statute 179A.07 Subd. 8.

Section 6. New Employee Orientation

Further, the employer shall refer newly hired AFSCME-represented employees to a Union orientation session, thirty (30) minutes in length.

Commented [SB2]: Why did we strike this all out when we Ta agreed upon it.

Commented [AL3R2]: I meant to only delete portions of this. We did agree to this. Thank you!

Section 7. Personnel Files:

Members of the unit upon written request to the supervisor having custody of the file, have the right to review the contents of his or her own personnel file and evaluations. Members of the unit shall have the right to reproduce, at his or her own expense, any of the contents of his or her own file.

Section 8. Access to School Facilities:

The Union and its members shall have access to school facilities for the purpose of conducting association business.

Section 9. Communication:

The Union shall have the right to post notice of activities and matters of the Union concern on a bulletin board, in the school building. The Union may use the School District email and/or mail service and employee mailboxes for communications.

ARTICLE VI
RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. Rates of Pay: Starting pay rates as reflected in Appendix A shall be part of the Agreement for the period commencing. July 1, 2024, to June 30, 2026.

$0.00 will be added to each employee's hourly rate in 2024-2025 for all employees.

$1.50 will be added to each employee's hourly rate in 2025-2026 for all current employees.

Employees employed in the 2024-2025 school year shall receive a one-time stipend of five-hundred dollars ($500.00) upon commencement of ratification.

Subd. 2**.** The superintendent may allow a new employee, with experience germane to the position, be paid at a higher rate of pay, but not to exceed any current employee who has 10 years of experience with the school district.

The starting rate in appendix A will apply to new employee(s) of the determined school year.

Commented [SB4]: What happened to the statement "The starting rate in Appendix A will apply to new employees of the determined school year."

Commented [AL5R4]: I have it on my document, so I am not sure

Section 2. Withholding Salary Advancement:

An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

Section 3. Pay Checks:

Employees shall be paid on the 15th day and 30th day of each month or on the nearest normal working day if such date falls on a holiday or weekend.

Section 4. Advancement on Salary Schedule:

In order to qualify for step advancement a newly hired employee must have started on or before February 1 of the current fiscal year.

Section 5. Subbing:

Administrative Assistants subbing for a teacher shall receive a twenty-dollar ($20.00) stipend for each period covered plus their regular pay.

Section 6. Covering a classroom:

Administrative Assistants covering a classroom for a teacher shall receive a fifteen-dollar ($15.00) stipend plus their regular pay.

Section 6. Paid Time Off for Union Business:

Union Stewards who conduct union business (i.e. attending representational meetings, NEO's, etc.) during the school day, shall be in paid status.

ARTICLE VII
GROUP INSURANCE

Section 1. Selection of a Carrier:

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance – Single Coverage:

Administrative Assistants of the bargaining unit shall be granted $3300.00 towards the premium for individual coverage. Health insurance premiums paid by the school district shall be done so over a nine (9) month period. Any additional cost of the premium shall be borne by the employee.

Section 3. Health and Hospitalization Insurance – Family Coverage:

Administrative Assistants of the bargaining unit shall be granted $5,550.00 annually towards the premium for individual coverage. Employees will have family premiums paid by the school district over a nine (9) month period. Any additional cost of the premium shall be borne by the employee. To qualify for family coverage an employee must have legal dependents as determined by the insurance carrier.

Section 4. Claims against the School District:

The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution:

An employee is eligible for the School District contribution as provided in this article as long as the employee is employed by the District, on paid status, and enrolled in the District's group health and hospitalization insurance plan. Upon termination of employment, all District contributions shall cease.

Section 6. Eligibility:

Full benefits provided in this article are designed for full-time employees who are employed thirty (30) hours per week on a 12-month basis. Part-time employees who are employed an average of at least thirty (30) hours per week and one hundred and fifty (150) days in a school year-shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed less than an average of thirty (30) hours per week or less than one hundred and fifty (150) days in a school year shall not be eligible for any benefits pursuant to this article. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the District.

ARTICLE VIII
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earning: Administrative Assistants shall earn sick leave at the rate of one and one-quarter (1 1/4) day for each month of work, not to exceed fifteen (15) days per year. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

Subd. 2. Accumulation: Employees may accumulate up to a maximum of one hundred thirty (130) days of unused sick leave.

Subd. 3. Use: Sick leave with pay may use sick leave for any Earned Sick and Safe Time (ESST) qualifying reason outlined in Minnesota Statute Section 181.9447, as amended.

. Subd. 4. Documentation. The District may require employees to provide reasonable documentation as outlined in Minnesota Statutes Section 181.9447, as amended, indicating that the sick leave is being used for an ESST-qualifying reason. The final determination as to the eligibility of an employee for sick leave is reserved to the District. In the event that documentation will be required, the employee will be so advised

Subd. 5. Deduction: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. Employees who are at least fifty-five (55) years of age shall receive as severance pay accrued unused sick leave at the time of retirement per the following formula:

- Upon completion of at least ten (10) years of full-time service with the Employer, they shall receive 20% of the accumulated sick leave at their regular rate of pay.
- Upon completion of at least twenty (20) years of full-time service with the Employer, they shall receive 35% of their accumulated sick leave at their regular rate of pay

Section 2. Personal Leave:

Subd.1. Personal Leave: Employees shall be granted two (2) days of personal leave per year, non-accumulative. Employees will be paid 100% of their normal daily rate of pay at the end of the school year for up to two (2) personal leave days not used. Personal days are not to be deducted from sick leave.

Subd. 2. At the beginning of an employee's fifteenth (15) year of consecutive service, an employee will be granted a third (3) personal leave day. Employees will be paid 100% of their normal daily rate of pay at the end of the school year for up to three (3) personal leave days not used. Personal days are not to be deducted from sick leave.

Subd. 3. The number of hours for each personal day shall be the number of hours the employee is normally assigned during the day.

Subd. 4. Personal leave days may not be used during the last ten (10) student contact days of the school year, unless approved by the principal. Personal leave days are not to be used immediately before or after a break or holiday, unless approved by the superintendent.

Subd. 5. Request for personal leave will be requested per the electronic timeclock system at least three (3) days in advance, except in the event of emergencies. The reason for personal leave will be at the discretion of the employee. Only a maximum of three employees per site will be allowed to take personal leave at the same time.

Section 3. Vacation:

Subd. 1. Administrative Assistant employees who work 10 months (215 days but less than 260 days) in a regularly assigned position shall earn five (5) days of annual vacation each contract year.

Subd. 2. Administrative Assistant employees working 11 months (more than two hundred fifteen (215) days but less than two hundred sixty days 260) shall earn six (6) working days of annual vacation each contract year.

Subd. 3 Part-time twelve (12) month (260 days) Administrative Assistant employees shall earn ten (10) working days of annual vacation each contract year.

Subd. 4 Full-time twelve (12) month (260 days) employees shall earn fourteen (14) working days of annual vacation each contract year.

Subd. 5. Unused vacation must be taken within six (6) months after the end of the contract year.

Subd. 6. All vacation requests must be approved by the Superintendent or other designated Supervisor.

Section 4. Workers' Compensation:

Pursuant to M.S. Ch. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 5. Bereavement:

All members of the bargaining unit shall be allowed bereavement leave up to a maximum of five (5) days per occurrence in the event of death in the employee's immediate family and, if there is a spouse, the spouse's immediate family, and mother and father in-law. Immediate family includes spouse, parents, children, grandchildren of grandparents in loco parentis to their grandchildren, brothers, and sisters. Three (3) days of bereavement leave shall be granted per occurrence upon the death of grandparents, grandchildren and guardians, and brother and sister in-laws. One (1) day of bereavement leave shall be granted upon the death of a friend not covered in the definition of immediate family.

Section 6. Child Care Leave:

Subd. 1. Use: Childcare leave may be granted by the School District, subject to the provisions of this section, to one (1) employee-parent of a natural or adopted infant child, provided such employee-parent is caring for the child on a full-time basis.

Subd. 2. Request: An employee making application for childcare leave shall inform the Superintendent in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Medical Statement: A pregnant employee will provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. Duration: In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:

1. Grant any leave of more than twelve (12) months in duration.
2. Permit the employee to return to employment prior to the date designated in the request for childcare leave.

Subd. 5. Reinstatement: An employee returning from childcare leave shall be reemployed in a position for which he/she is qualified unless previously discharged or placed on unrequested leave of absence.

Subd. 6. Failure to Return: Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension in the leave.

Subd. 7. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 7. Medical Leave:

Subd. 1. Eligibility: An employee who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long-term disability compensation shall, upon a written request, be granted a medical leave of absence without pay for up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2. Request: A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Section 8. Family and Medical Leave:

Subd. 1. Purpose: Pursuant to the Family and Medical Leave Act, 29 U.S.C. § 1201 et. seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with

(1) the birth and first-year care of a child.

(2) the adoption or foster placement of a child.

(3) the serious health condition of an employee's spouse, child, or parent, and

(4) the employee's own serious health condition.

Subd. 2. Salary and Fringe Benefits: Such leave shall be unpaid, except an eligible employee, during such leave, shall be eligible for regular School District group health and hospitalization insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3. Eligibility: To be eligible for the benefits of this section and insurance contributions, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such previous twelve (12) month period.

Subd. 4. Paid Leave under Contract: While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. hereof, are unpaid, nothing herein shall preclude an employee from utilizing paid leave otherwise provided in this Agreement, provided the employee qualifies for the paid leave, i.e., sick leave or personal leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provision of this Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

Subd. 5. Notification: The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the School District.

Section 9. Jury Service:

An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District. If excused, he/she shall return as immediately as possible to complete the workday. The employee shall be allowed to retain mileage reimbursement.

Section 10. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 11. Insurance Application:

An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in Section 6. of this article. In the event the employee is on paid leave from the School District under Section 1. of this article or supplemented by sick leave pursuant to Section 2. of this article, the School District will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.

Section 12. Credit:

An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 13. Eligibility:

Full leave benefits provided in this article shall apply only to full-time employees who work at least forty (40) hours per week on a 12-month basis and shall not apply to substitute or temporary employees. Employees who work less than 40 hours per week shall be eligible for prorated benefits to the extent of their employment.

Section 14. Court Duty:

Employees required to appear before a court on behalf of the District shall be granted a leave of absence with pay.

Section 15. Pay Deduct Days:

Pay deduct days will not be allowed unless personal days are used up first.

ARTICLE IX
HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week:

The regular work week, exclusive of lunch, shall be prescribed by the School District.

Section 2. Basic Work Year:

The regular work year shall be prescribed by the School District.

Section 3. Part-Time Employees:

The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 4. Shifts and Starting Time:

Employees will be assigned a starting time and shift as determined by the district superintendent.

Section 5. Lunch Break:

Employees shall be provided with an unpaid duty-free lunch period of at least thirty (30) minutes. Employees shall be provided with a 15-minute paid rest break for every four hours worked.

Section 6. School Closing:

In the event that school is closed for any reason and the School District does not require employees to perform services, they will have the opportunity to work remotely, or the employees' compensation shall be reduced accordingly, or they may use sick leave.

In the event that the School District participates in an MSHSL state-sponsored event, whereby school is closed for the purpose of attending the MSHSL state-sponsored event, employees shall have the option to work attend the event or use accumulated sick leave for the day school is closed. The employees' pay shall not be reduced or increased for the day.

In the event that school is dismissed early for an unusual or unanticipated circumstance, such as weather or mechanical problems, or there is a late school start, employees shall be compensated for their regularly scheduled hours for the day.

Section 7. E-learning: When the district shifts to e-learning school support staff will receive their expected pay whether they report to the school building, work from home or an alternative location.

Section 8. In-service Training: Employees will be required to work all student contact days and hours as presented on the school calendar, which is board approved each year. Three (3) week notice will be given for any training's that must be attended by the employee. Employees will be paid their regular hourly rate of pay for all in-services they attend.

Section 9. Overtime Pay**:** Employees will be paid overtime at a rate of one-and-one-half times their regular pay, for any time worked beyond forty (40) hours in a week. All overtime must be authorized by the employee's supervisor or an Administrator.

ARTICLE X
HOLIDAYS

Section 1. Paid Holidays:

10-month and 11-month (215 days but less than 260 days) Administrative Assistants of the bargaining unit shall be granted the following ten (10) paid holidays each contract year:

New Year's Eve Day	Memorial Day	Thanksgiving Day
New Year's D ay	Juneteenth	Day After Thanksgiving Day
Good Friday	Labor Day	Christmas Eve Day
	Christmas Day	

12-month (260 day) Administrative Assistants of the bargaining unit shall be granted the following eleven (11) paid holidays each contract year:

New Year's Eve Day	Memorial Day	Thanksgiving Day
New Year's Day	Juneteenth	Day After Thanksgiving Day
Good Friday	4th of July	Christmas Eve Day
Labor Day	Christmas Day	

Holiday pay shall be the number of hours per day that the employee is normally assigned during the day.

Section 2. Weekends:

Any holiday that falls during a weekend will be observed on a day established by the School District.

Section 3. School in Session:

The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 4. Application:

In order to be eligible for holiday pay, an employee must have worked the regularly scheduled workday before and the regularly scheduled workday after the holiday unless on an excused illness, leave, or on vacation under these provisions.

ARTICLE XI
DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period:

An employee, under the provisions of this Agreement, shall serve a probationary period of six (6) months of continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

Section 2. Probationary Period; Change of Classification:

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

Section 3. Completion of Probationary Period:

An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Progressive Discipline:

The School District recognizes the concept of progressive discipline consisting of 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) discharge. However, the School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge.

Section 5. Seniority Date:

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the hire date of the employee. If more than one employee is hired on the same date, seniority ranking for such employees shall be determined by the last four digits of the employee's social security number and whichever is higher shall be deemed more senior.

Subd. 1. Seniority List: A seniority list shall be compiled by the District and provided to the Steward not later than November 1 of each year. Employees shall then have thirty (30) calendar days to provide the District with information which may or may not lead to adjustments. Any revised list will then be provided to the Steward, and an employee shall have fifteen (15) days to review.

Subd. 2. A position lasting more than 10 days in one position and less than 67 days shall be considered a long-term sub position.

Section 6. Job Posting:

Permanent job openings in any classification in the school district will be posted in all buildings in the district for a period of five (5) working days. Employees interested in the position must advise the employer in writing within the posting period. An in-house applicant will be given consideration.

Section 7. Job Classifications:

For the purposes of layoff, reduction, recall and benefits, seniority in the following job classifications and positions shall exist: Administrative Assistants – Elementary, High School, Media and Athletics.

ARTICLE XII
REDUCTION IN FORCE

The parties recognize the principle of seniority within classification in the application of this Agreement concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. Qualification of employee shall be at the discretion of the School District. An employee on layoff shall retain seniority and the right to recall, within classification, for a period of twelve (12) months after the date of layoff.

All employees on layoff shall be responsible for keeping the school district informed of their addresses and telephone numbers. An employee on layoff who does not report back to work within five days after being notified by certified mail, sent to the employee's last known address, will be considered to have resigned and shall lose all further right to recall.

ARTICLE XIII
VACANCIES, JOB POSTINGS AND ASSIGNMENTS

Section 1. Vacancy Notice:
All vacancies or new jobs will be posted simultaneously in the school building, the School District office, and externally. Any employee shall be eligible to apply in writing for said vacancy or new job unless a current interview list is present. If a current interview list is present, the School District may utilize said list in lieu of posting if the vacancy occurs in the job for which the interview list was established. An interview list will expire four (4) weeks from the date the candidate from said list began working. Copies of all postings will also be sent to the Chapter Chair.

All eligible union members bidding for a vacancy will receive an interview. It is the intention of the parties to fill any vacancy with the best qualified candidate. If qualifications, including veteran's preference, are deemed equal, the position shall be awarded according to seniority. The School District shall make such a determination.

Employees shall be moved to said positions on the basis of seniority provided that they are the best qualified for the position. Nothing herein shall, however, prevent the School District from considering application for said positions of others not presently employees of the School District. Current employees not selected will be provided with the reason(s) in a conference with the responsible administrator at the employee's request. The employee may bring a representative of the union to this conference.

Subd. 1. Vacancy: A position vacancy shall exist when there are enough hours for a position to be included in the unit by class and covered by this Agreement as defined in Article III, Section 2. In addition, any increase in hours of more than two (2) hours per day in a position shall be posted.

Section 2. Transfer Policy:

Subd. 1. Transfers: Transfers from one position to another position within a classification shall be made with the approval of the School District. Unless mutually agreed, a transfer shall not decrease the earnings for the same time worked of any employee covered by this Agreement unless it is with just cause.

Subd. 2. Advancing Classification: An employee who transfers from one classification or position to another classification or position with a higher rate of pay shall be made with the approval of the School District. The compensation for employees transferred shall be placed on the new step schedule at the next step higher than the one which is the same or greater than the rate of pay the employee was making at the old classification or position.

An employee who transfers to a position with a higher rate of pay shall have a 30-workday probationary period. At any time before 30 workdays have elapsed, the employee or the School District may elect to reverse the transfer. An employee who has had a transfer reversed shall be returned to his/her original position and rate of pay provided the original position is still in force in the unit. In the event the position is eliminated, the employee shall be placed in an equivalent position and with an equivalent rate of pay as when he/she left before the transfer. The School District shall reserve the right to transfer other employees in the unit to create a slot for the returning employee. Days shall be defined as working days for the purpose of this Article.

Subd. 3. Voluntary Transfers Requests: Any employee who wishes to transfer from one building to another, or who wishes to be given an assignment that provides for a change in hours, must submit a request for transfer to the Superintendent's office, no later than May 31 each year. Copies of all such requests shall be provided to the building principal and any other Coordinators or Administrators affected. Such requests may be taken into consideration when making assignments for the next school year, but under no circumstances shall the School District be required to grant any such request. Requests submitted by May 31 shall be considered only for assignments made during the next school year.

Subd. 4. Involuntary Transfers: Whenever possible, the School District shall post a request for volunteers to do a needed transfer prior to doing an involuntary transfer but under no circumstances shall the School District be required to grant any such request.

Nothing in this Agreement shall prohibit the School District from assigning employees from one existing position to another position within the School District with no loss of pay, hours or benefits.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance: A "grievance" shall mean an allegation in writing by an employee that the employee has been injured as a result of a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd. 2. Group of Employees: A group of employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all members of the group. Such grievance must be in writing and signed by all grievants in the group or the Union.

Section 2. Representative:

The grievant, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in that party's behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual written agreement.

Subd. 2. Days: Any reference to days regarding time periods in this procedure shall refer to working days. A "working day" is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver:

A grievance shall not be valid for consideration unless the grievance is submitted in writing, signed by the grievant or Union, to the School District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days* after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one

level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustment of Grievance:

The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of that employee within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after the receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations back to the School Board. The School Board shall then render its decision.

Section 6. School Board Review:

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board, or its representative(s) notifies the parties of the intention to review within ten (10) days after the mediation decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance:

Failure by the School Board or its representative(s) to issue a decision within the time period provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

Section 8. Arbitration Procedures:

In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as explained herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party or Union, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not first been duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. The parties shall alternately strike names from the list of 7 arbitrators until only 1 name remains. If the parties are unable to agree on who will strike the first name, the question shall be decided by the flip of the coin.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording may be made of the hearing at the request of either party, however, the party requesting a transcript must pay for it. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection, direction, and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver:

A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XV
403B MATCHING CONTRIBUTION PLAN

Section 1. Eligibility:

Beginning July 1, 2007, Administrative Assistant employees who are regularly employed for the BOLD School District shall be eligible to participate in a 403b contribution plan pursuant to M.S. 356.24.

ARTICLE XVI
PUBLIC OBLIGATION

Section 1. Recognition:

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2. Strike:

The Union agrees, therefore, that during the term of this Agreement, neither the Union nor any individual employee shall engage in any strike. For purposes of this section, the term, "strike," shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

ARTICLE XVI
DURATION

Section 1. Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period July 1, 2024 through June 30, 2026, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than one hundred and twenty (120) days prior to the said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.

Section 2. Effect:

This Agreement constitutes the full and complete Agreement between the School District and the Union representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation.
of any term or terms of this Agreement.

Section 3. Finality:

Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability:

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

FOR INDEPENDENT SCHOOL DISTRICT 2534:	**FOR LOCAL UNION NO. 1686 AFSCME COUNCIL 65**
_____	_____
CHAIRPERSON	_____CHAPTER CHAIR
_____	_____
CLERK	_____SECRETARY
_____	_____
NEGOTIATOR	Angie Lien -AFSCME COUNCIL 65 LABOR REPRESENTATIVE

Appendix A

CLASSIFICATION	WAGE
Administrative Assistant - Pre K- 12	15.00
Administrative Assistant – Athletics	15.00
Administrative Assistant – Media Center	15.00

The starting pay rates shown above will be the minimum starting pay rate for a person hired for the school year.

Employees employed in the 24-25 school year shall receive a one-time stipend of five hundred dollars ($500.00) upon ratification of this agreement.

CLASSIFICATION	WAGE
Administrative Assistant - Pre K- 12	$15.00
Administrative Assistant - Athletics	$15.00
Administrative Assistant – Media Center	$15.00

The starting pay rates shown above will be the minimum starting pay rate for a person hired for the school year. Current employees below the minimum starting pay will be brought to minimum starting pay for the 2025-2026 school year,

Employees above the minimum starting wage shall receive a $1.50/hour increase for the 2025-2026 school year.

Administrative Assistants have flexibility to work summer hours to fulfill job duties and meet deadlines.

Employees who have been with the bargaining unit for ten (10) years or more shall receive a fifty-cent (.50) longeviety payment per hour. Employees shall receive the longevity increase on July 1 of the school year they will reach the appropriate year.

/

Council 65, AFSCME
AFL-CIO
&
BOLD SCHOOL DISTRICT

Food Service
Labor Agreement

2024-2026

July 1, 2024 – June 30, 2026

/

TABLE OF CONTENTS

ARTICLE I: PURPOSE 3

ARTICLE II: RECOGNITION 3

ARTICLE III: DEFINITIONS 3

ARTICLE IV: SCHOOL DISTRICT RIGHTS 5

ARTICLE V: EMPLOYEE RIGHTS 5

ARTICLE VI: RATES OF PAY 7

ARTICLE VII: GROUP INSURANCE 8

ARTICLE VIII: LEAVES OF ABSENCE 9

ARTICLE IX: HOURS OF SERVICE AND DUTY YEAR 14

ARTICLE X: HOLIDAYS 15

ARTICLE XI: DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD 16

ARTICLE XII: REDUCTION IN FORCE 17

ARTICLE XIII: VACANIES, JOB POSTINGS, AND ASSIGNMENTS 17

ARTICLE XIV: GRIEVANCE PROCEDURE 19

ARTICLE XV: 403B MATCHING CONTRIBUTION PLAN 23

ARTICLE XVI: PUBLIC OBLIGATION 23

ARTICLE XVII: DURATION 23

SIGNATURE PAGE 25

APPENDIX A 26

/

AGREEMENT FOOD SERVICE

ARTICLE I
PURPOSE

Parties: This Agreement is entered into between Bird Island-Olivia-Lake Lillian Public School, Independent School District No.2534, (hereinafter referred to as the Employer) and Local Union No.1686, affiliated with Minnesota Council 65 of the American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, (hereinafter referred to as the Union), pursuant to and in compliance with the Public Employment Labor Relations Act, (hereinafter referred to as PELRA) to provide the terms and conditions of employment for the all food service personnel who are employed by the District.

ARTICLE II
RECOGNITION

Section 1. Recognition:

Pursuant to the certification of the State of Minnesota, Bureau of Mediations Services Case No. 24PCL1539 the Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect of pay, wages, hours of employment, and all other conditions of employment.

Section 2. Appropriate Unit:

The Union shall represent all such employees of the District contained in the appropriate unit as defined in ARTICLE III, Section 2. of this Agreement and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services, if any.

ARTICLE III
DEFINITIONS

The following terms used in this Agreement shall be defined as follows:

Section 1. Terms and Conditions of Employment:

The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit:

All food service employees employed by Independent School District No. 2534 BOLD, Olivia, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory employees within the meaning of Minn. Stat. 179A.03, subd. 17, and confidential employees within the meaning of Minn. Stat. 179A.03, subd.4.1

/
Part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week in the employees' bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year, and emergency employees.

For the purposes of this Section, the normal work week shall be defined as thirty (30) hours or more. Any employee working in multiple classifications shall have all hours added together for the determination of unit inclusion. The job family or classification the employee works the majority of hours in will determine this inclusion. In the case of an even split, this determination will be mutually agreed to by the Superintendent and the employee.

Section 3. School District or District:

For purposes of administering this Agreement, the word/term, "District/School District," or the term, "District," shall mean the School Board or its designated representative(s).

Section 4. Classifications:

Classifications of employees will be determined by the administration based upon current job descriptions. Employees doing work in more than one job family or classification will be classified in the job family most appropriate to the job description. For the purposes of this Agreement the following job classifications and positions shall exist:

Subd. 1. Food Service: Food Service positions shall include but not be limited to:

Kitchen Manager
Lead Cook
Assistant Cook
Dishwasher/Prep

Section 5. Standard Work Week/Workday:

Subd. 1. Food Service: Full time food service employees are employees working at least thirty (30) hours per week for the school year. Part time food service employees are employees working less than thirty (30) hours per week for the school year.

Subd. 2. Extended Work Year: Necessary duty beyond the contracted days, either before the work year begins or after the last scheduled day, shall be paid at the employees' regular rate of pay.

Section 6. Temporary Employee:

The definition of temporary employee shall be one who is employed for a long term of absence of a regular employee. Such temporary employee shall be paid at the substitute rate of pay. Longer term absence shall be defined as one that is to last two (2) weeks or more than ten (10) consecutive working days in the same position.

/

Section 7. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV
SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights:

The Union recognizes that the School District is not required to meet and negotiate regarding matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection, direction, and number of personnel.

Section 2. Management Responsibilities:

The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations:

The Union recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Union also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Union.

/

Section 2. Right to Join:

Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate a Union for the purpose of negotiating grievance procedures and the terms and conditions of employment for employee members of the bargaining unit.

Section 3. Dues Check Off:
In recognition of the Union as the Union, the Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.

The Union shall provide the formula or schedule to calculate the actual dues deduction to the employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of union dues. The employer shall remit such deductions to AFSCME Council 65, 3335 West St. Germain Street, Suite 107, St. Cloud, MN 56301.

Section 4. Fair Share Fees:
In the event federal law changes, or the Janus Supreme Court decision is reversed, any present or future employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement, in an amount certified by the Union.

The Union agrees to indemnify and to hold the school district harmless against any and all claims that may arise regarding the application of this article.

Section 5. Information to the Union

The employer will provide the Union with the add/drop report each one hundred twenty (120) days electronically. The add/drop report shall include the name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the employer.

The employer shall provide the Union with a report each one-hundred twenty (120) days which shall identify new hires by name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

If a bargaining unit employee is hired, separates from employment or transfers out of the bargaining unit, the employer will provide the information to the Union within twenty (20) calendar days. Pursuant to MN Statute 179A. Subd. 8.

/

Section 6. New Employee Orientation

Further, the employer shall refer newly hired AFSCME-represented employees to a Union orientation session, up to thirty (30) minutes in length.

Section 7. Personnel Files:

Members of the unit upon written request to the supervisor having custody of the file, have the right to review the contents of his or her own personnel file and evaluations. Members of the unit shall have the right to reproduce, at his or her own expense, any of the contents of his or her own file.

Section 8. Access to School Facilities:

The Union and its members shall have access to school facilities for the purpose of conducting association business.

Section 9. Communication:

The Union shall have the right to post notice of activities and matters of the Union concern on a bulletin board, at least one of which shall be provided in the school building. The Union may use the School District email and/or mail service and employee mailboxes for communications.

ARTICLE VI
RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. Rates of Pay: Starting pay rates as reflected in Appendix A shall be part of the Agreement for the period commencing. July 1, 2024, to June 30, 2026.

$0.15 for each year of service will be added to each employee's hourly rate in 2024-2025. Retroactive to July 1, 2024.

$0.75 will be added to each employee's hourly rate in 2025-2026 for all employees. Retroactive to July 1, 2025.

The starting rate in Appendix A will apply to new employees of the determined school year.

Subd. 2**.** The superintendent may allow a new employee, with experience germane to the position, be paid at a higher rate of pay, but not to exceed any current employee who has 10 years of experience with the school district.

Subd. 3. Employees required to prepare meals for Teacher in-service days will receive time and one half for working these hours.

/

Section 2. Withholding Salary Advancement:

An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

Section 3. Pay Checks:

Employees shall be paid on the 15th day and 30th day of each month or on the nearest normal working day if such date falls on a holiday or weekend.

~~Section 4. Advancement on Salary Schedule:~~

~~In order to qualify for step advancement a newly hired employee must have started on or before February 1 of the current fiscal year.~~

Section 5. Wage Differentials:

Food Service Certification: Employees with a current Servsafe Food Manager License and working as Kitchen Manager will be compensated $.45 per hour/per person for those duties. Employees with a current Servsafe Food Manager License and working as a Lead Cook will be compensated $.40 per hour/per person for those duties. All other food service employees with the certification will receive $.30 per hour/per person for those duties.

Section 6. Paid Time for Union Business. Union Stewards who conduct union business (i.e. attending representational meetings, NEO's ,etc.) during the school day they shall be in paid status.

ARTICLE VII
GROUP INSURANCE

Section 1. Selection of a Carrier:

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance – Single Coverage:

Employees of the School District shall contribute a sum of not to exceed $2,873.00 annually toward the premium for individual coverage for each 9-month employee employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee.

/

Section 3. Health and Hospitalization Insurance – Family Coverage:

Employees of the School District shall contribute a sum of not to exceed $5,150.00 annually toward the premium for family coverage for each full-time employee who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan. Employees will have family premiums paid by the school district over a nine (9) month period. Any additional cost of the premium shall be borne by the employee. To qualify for family coverage an employee must have legal dependents as determined by the insurance carrier.

Section 4. Claims against the School District:

The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution:

An employee is eligible for the School District contribution as provided in this article as long as the employee is employed by the District, on paid status, and enrolled in the District's group health and hospitalization insurance plan. Upon termination of employment, all District contributions shall cease.

Section 6. Eligibility:

The full benefits provided in this article are designed for full-time employees who are employed thirty (30) hours per week on a 12-month basis. Part-time employees who are employed an average of at least thirty (30) hours per week and one hundred and fifty (150) days in a school year-shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed less than an average of thirty (30) hours per week or less than one hundred and fifty (150) days in a school year shall not be eligible for any benefits pursuant to this article. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the District.

ARTICLE VIII
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earning: Employees, shall earn sick leave at the rate of 2 days of sick leave for one month and 1 day of sick leave for each month thereafter up to a maximum of eleven (11) working days for each year of service in the employment of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of 100 days of sick leave for employees.

Subd. 3. Use: Employees may use sick leave for any ESST-qualifying reason outlined in Minnesota Statute Section 181.9447, as amended.

/

.

Subd. 4. Documentation. The District may require employees to provide reasonable documentation as outlined in Minnesota Statutes Section 181.9447, as amended, indicating that the sick leave is being used for an ESST-qualifying reason. The final determination as to the eligibility of an employee for sick leave is reserved to the District. In the event that documentation will be required, the employee will be so advised.

Subd. 5. Deduction: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. Employees retiring who are at least fifty-five (55) years of age shall receive as severance pay accrued unused sick leave at the time of retirement per the following formula:

- Upon completion of at least ten (10) years of full-time service with the Employer, they shall receive twenty percent (20%) of the accumulated sick leave at their regular rate of pay.
- Upon completion of at least twenty (20) years of full-time service with the Employer, they shall receive thirty-five percent (35%) of their accumulated sick leave at their regular rate of pay.

Section 2. Personal Leave:

Subd.1. Personal Leave: Employees shall be granted two (2) days of personal leave per year, non-accumulative. Employees will be paid 100% of their normal daily rate of pay at the end of the school year for up to two (2) personal leave days not used. Personal days are not to be deducted from sick leave.

Subd. 2. At the beginning of an employee's fifteenth (15) year of consecutive service, an employee will be granted a third (3) personal leave day. Employees will be paid 100% of their normal daily rate of pay at the end of the school year for up to three (3) personal leave days not used. Personal days are not to be deducted from sick leave.

Subd. 3. The number of hours for each personal day shall be the number of hours the employee is normally assigned during the day.

Subd. 4. Personal leave days may not be used during the last ten (10) student contact days of the school year, unless approved by the principal. Personal leave days are not to be used immediately before or after a break or holiday, unless approved by the superintendent.

Subd. 5. Request for personal leave must be made in writing to the principal at least three (3) days in advance, except in the event of emergencies. The reason for personal leave will

.

/

be at the discretion of the employee. Only a maximum of three employees will be allowed to take personal leave at the same time.

Section 3. Workers' Compensation:

Pursuant to M.S. Ch. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave

Section 4. Bereavement:

All members of the bargaining unit shall be allowed bereavement leave up to a maximum of five (5) days per occurrence in the event of death in the employee's immediate family and, if there is a spouse, the spouse's immediate family, and mother and father in-law. Immediate family includes spouse, parents, children, grandchildren of grandparents in loco parentis to their grandchildren, brothers, and sisters. Three (3) days of bereavement leave shall be granted per occurrence upon the death of grandparents, grandchildren and guardians, and brother and sister in-laws. One (1) day of bereavement leave shall be granted upon the death a friend not covered in the definition of immediate family.

Section 5. Child Care Leave:

Subd. 1. Use: Childcare leave may be granted by the School District, subject to the provisions of this section, to one (1) employee-parent of a natural or adopted infant child, provided such employee-parent caring for the child on a full-time basis.

Subd. 2. Request: An employee making a request for childcare leave shall inform the Superintendent in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Medical Statement: A pregnant employee will provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. Duration: In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:

1. Grant any leave of more than twelve (12) months in duration.
2. Permit the employee to return to employment prior to the date designated in the request for childcare leave.

Subd. 5. Reinstatement: An employee returning from childcare leave shall be reemployed in a position for which he/she is qualified unless previously discharged or placed on unrequested leave of absence.

Subd. 6. Failure to Return: Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension in the leave.

/

Subd. 7. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 6. Medical Leave:

Subd. 1. Eligibility: An employee who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long-term disability compensation shall, upon a written request, be granted a medical leave of absence without pay for up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2. Request: A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and an estimated time at which the employee is expected to be able to assume normal responsibilities.

Section 7. Family and Medical Leave:

Subd. 1. Purpose: Pursuant to the Family and Medical Leave Act, 29 U.S.C. § 1201 et. seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with

(1) the birth and first-year care of a child.

(2) the adoption or foster placement of a child.

(3) the serious health condition of an employee's spouse, child, or parent, and

(4) the employee's own serious health condition.

Subd. 2. Salary and Fringe Benefits: Such leave shall be unpaid, except an eligible employee, during such leave, shall be eligible for regular School District group health and hospitalization insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3. Eligibility: To be eligible for the benefits of this section and insurance contributions, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such previous twelve-month period.

Subd. 4. Paid Leave under Contract: While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. hereof, are unpaid, nothing herein shall preclude an employee from utilizing paid leave otherwise provided in this Agreement, provided the employee qualifies for the paid leave, i.e., sick leave or personal leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provision of this Agreement, shall be construed to require the School District

/

to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

Subd. 5. Notification: The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the School District.

Section 8. Jury Service:

An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District. If excused, he/she shall return as immediately as possible to complete the workday. The employee shall be allowed to retain mileage reimbursement.

Section 9. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 10. Insurance Application:

An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in Section 6. of this article. In the event the employee is on paid leave from the School District under Section 1. of this article or supplemented by sick leave pursuant to Section 2. of this article, the School District will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.

Section 11. Credit:

An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 12. Eligibility:

Full leave benefits provided in this article shall apply only to full-time employees who work at least forty (40) hours per week on a 12-month basis and shall not apply to substitute or temporary employees. Employees who work less than 40 hours per week shall be eligible for prorated benefits to the extent of their employment.

Section 13. Court Duty:

Employees required to appear before a court on behalf of the District shall be granted a leave of absence with pay.

/

Section 14. Pay Deduct Days:

Pay deduct days will not be allowed unless personal days are used up first.

ARTICLE IX
HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week:

The regular work week, exclusive of lunch, shall be prescribed by the School District.

Section 2. Basic Work Year:

The regular work year shall be prescribed by the School District.

Section 3. Part-Time Employees:

The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 4. Shifts and Starting Time:

Employees will be assigned a starting time and shift as determined by the district superintendent.

Section 5. Lunch Break:

Food service personnel shall be provided with an unpaid duty-free lunch period of at least thirty (30) minutes. Employees shall be provided with a 15-minute paid rest break for every four hours worked.

Food Service employees shall be provided with a paid twenty (20) minute duty-free lunch period if the employee's work period includes the regular lunch period and the employee works a period of two and one half (2.5) hours or more.

Section 6. School Closing:

In the event that the school is closed for any reason and the School District does not require employees to perform services, the employees may use sick leave.

In the event that the School District participates in a MSHSL state-sponsored event, whereby school is closed for the purpose of attending the MSHSL state-sponsored event, employees shall have the option of working, attending the event and their pay will not be reduced or increased for that day or they may use accumulated sick leave for the day.

In the event that school is dismissed early for an unusual or unanticipated circumstance, such as weather or mechanical problems, or there is a late school start, employees shall be compensated for their regularly scheduled hours for the day.

/

Section 7. E-learning: When the district shifts to e-learning school support staff will receive their expected pay whether they report to the school building, work from home or an alternative location per MN Statute 120A.414 Subd. 6:

A school district or charter school that declares an e-learning day must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Section 8. In-service Training: All food service employees will be required to work all student contact days and hours as presented on the school calendar, which is board approved each year. Three (3) week notice will be given for any training's that must be attended by the employee. Employees will be paid their regular hourly rate of pay for all the in-services they attend.

Section 9. In-Service Day Meals: Food service employees requested to prepare meals for Teacher in-service days will be given three (3) weeks' notice of the extra hours.

Section 10. Overtime Pay: Employees will be paid overtime at a rate of one- and one-half times their regular pay, for any time worked beyond forty (40) hours in a week. All overtime must be authorized by the employee's supervisor or an Administrator.

ARTICLE X
HOLIDAYS

Section 1. Paid Holidays:

Food Service employees of the bargaining unit shall be granted the following paid holidays:

Thanksgiving Day	Christmas Day
Day after Thanksgiving	New Year's Day

Employees working the Summer Meal Program shall also receive the following paid holidays"

Juneteenth	July 4th

Holiday pay shall be the number of hours per day that the employee is normally assigned during the day.

Section 2. Weekends:

Any holiday that falls during a weekend will be observed on a day established by the School District.

Section 3. School in Session:

The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

/

Section 4. Application:

In order to be eligible for holiday pay, an employee must have worked the regularly scheduled workday before and the regularly scheduled workday after the holiday unless on an excused illness, leave, or on vacation under these provisions.

ARTICLE XI
DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period:

An employee, under the provisions of this Agreement, shall serve a probationary period of six (6) months of continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

Section 2. Probationary Period; Change of Classification:

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

Section 3. Completion of Probationary Period:

An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Progressive Discipline:

The School District recognizes the concept of progressive discipline consisting of 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) discharge. However, the School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge.

Section 5. Seniority Date:

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the hire date of the employee. If more than one employee is hired on the same date, seniority ranking for such employees shall be determined by the first day worked with the district then by the last four digits of the

/
employee's social security number if more than one employee had the same first day of work with the district and whichever is higher shall be deemed more senior.

Subd. 1. Seniority List: A seniority list shall be compiled by the District and provided to the Steward not later than November 1 of each year. Employees shall then have thirty (30) calendar days to provide the District with information which may or may not lead to adjustments. Any revised list will then be provided to the Steward and an employee shall have fifteen (15) days to review.

Subd. 2. A position lasting more than 10 days in one position and less than 67 days shall be considered a long-term sub position. Food Service members on layoff will be offered the long-term sub position in seniority order for which they are qualified for before offering the position to an outside applicant/substitute.

Food Service employee, if put on layoff will have access to carry-over sick leave into a long-term sub position. New sick leave will not accumulate during the long-term sub position.

Section 6. Job Posting:

Permanent job openings in any classification in the school district will be posted in the building a mutually agreed upon place for a period of five (5) working days. Employees interested in the position must advise the employer in writing within the posting period. An in-house applicant will be given consideration.

Section 6. Job Classifications:

For the purposes of layoff, reduction, recall and benefits, seniority in the following job classifications and positions shall exist: Kitchen Manager, Lead Cook, Assistant Cook and Dishwasher/Prep.

ARTICLE XII
REDUCTION IN FORCE

The parties recognize the principle of seniority within classification in the application of this Agreement concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. Qualification of employee shall be at the discretion of the School District. An employee on layoff shall retain seniority and the right to recall, within classification, for a period of twelve (12) months after the date of layoff.

All employees on layoff shall be responsible for keeping the school district informed of their addresses and telephone numbers. An employee on layoff who does not report back to work within five days after being notified by certified mail, sent to the employees last known address, will be considered to have resigned and shall lose all further right to recall.

/

ARTICLE XIII
VACANCIES, JOB POSTINGS AND ASSIGNMENTS

Section 1. Vacancy Notice:

All vacancies or new jobs will be posted simultaneously in the school building in a mutually agreed upon location, the School District office, and externally. Any employee shall be eligible to apply in writing for said vacancy or new job. unless a current interview list is present. If a current interview list is present, the School District may utilize said list in lieu of posting if the vacancy occurs in the job for which the interview list was established. An interview list will expire four (4) weeks from the date the candidate from said list began working. Copies of all postings will also be sent to the Chapter Chair.

All eligible union members bidding for a vacancy will receive an interview. It is the intention of the parties to fill any vacancy with the best qualified candidate. If qualifications, including veteran's preference, are deemed equal, the position shall be awarded according to seniority. The School District shall make such a determination.

Employees shall be moved to said positions on the basis of seniority provided that they are the best qualified for the position. Nothing herein shall, however, prevent the School District from considering application for said positions of others not presently employees of the School District. Current employees not selected will be provided with the reason(s) in a conference with the responsible administrator at the employee's request. The employee may bring a representative of the union to this conference.

> Subd. 1. Vacancy: A position vacancy shall exist when there are enough hours for a position to be included in the unit by class and covered by this Agreement as defined in Article III, Section 2. In addition, any increase in hours of more than two (2) hours per day in a position shall be posted.

Section 2. Transfer Policy:

> Subd. 1. Transfers: Transfers from one position to another position within a classification shall be made with the approval of the School District. Unless mutually agreed, a transfer shall not decrease the earnings for the same time worked of any employee covered by this Agreement unless it is with just cause.
>
> Subd. 2. Advancing Classification: An employee who transfers from one classification or position to another classification or position with a higher rate of pay shall be made with the approval of the School District. The compensation for employees so transferred shall be placed on the new step schedule at the next step higher than the one which is the same or greater than the rate of pay the employee was making at the old classification or position.

An employee who transfers to a position with a higher rate of pay shall have a 30-workday probationary period. At any time before 30 workdays have elapsed, the employee or the School District may elect to reverse the transfer. An employee who has had a transfer reversed shall be returned to his/her original position and rate of pay provided the original position is still in force in the unit. In the event the

/
position is eliminated, the employee shall be placed in an equivalent position and with an equivalent rate of pay as when he/she left before the transfer. The School District shall reserve the right to transfer other employees in the unit to create a slot for the returning employee. Days shall be defined as working days for the purpose of this Article.

Subd. 3. Voluntary Transfers Requests: Any employee who wishes to transfer from one building to another, or who wishes to be given an assignment that provides for a change in hours, must submit a request for transfer to the Superintendent's office, no later than May 31 each year. Copies of all such requests shall be provided to the building principal and any other Coordinators or Administrators affected. Such requests may be taken into consideration when making assignments for the next school year, but under no circumstances shall the School District be required to grant any such request. Requests submitted by May 31 shall be considered only for assignments made during the next school year.

Subd. 4. Involuntary Transfers: Whenever possible, the School District shall post a request for volunteers to do a needed transfer prior to doing an involuntary transfer but under no circumstances shall the School District be required to grant any such request.

Nothing in this Agreement shall prohibit the School District from assigning employees from one existing position to another position within the School District with no loss of pay, hours or benefits.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance: A "grievance" shall mean an allegation in writing by an employee that the employee has been injured as a result of a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd. 2. Group of Employees: A group of employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all members of the group. Such grievance must be in writing and signed by all grievants in the group or the Union.

Section 2. Representative:

The grievant, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on that party's behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual written agreement.

/

Subd. 2. Days: Any reference to days regarding time periods in this procedure shall refer to working days. A "working day" is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver:

A grievance shall not be valid for consideration unless the grievance is submitted in writing, signed by the grievant or Union, to the School District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days* after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustment of Grievance:

The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of that employee within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days*after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after the receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At

/

the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations back to the School Board. The School Board shall then render its decision.

Section 6. School Board Review:

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board, or its representative(s) notifies the parties of the intention to review within ten (10) days after the mediation decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance:

Failure by the School Board or its representative(s) to issue a decision within the time period provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

Section 8. Arbitration Procedures:

In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as explained herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party or Union, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not first been duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. The parties shall alternately strike names from the list of 7 arbitrators until only 1 name remains. If the parties are unable to agree on who will strike the first name, the question shall be decided by the flip of the coin.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the

/

issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording may be made of the hearing at the request of either party, however, the party requesting a transcript must pay for it. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection, direction, and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver:

A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

/

ARTICLE XV
403B MATCHING CONTRIBUTION PLAN

Section 1. Eligibility:

Beginning July 1, 2007, Employees who are regularly employed for the BOLD School District shall be eligible to participate in a 403b contribution plan pursuant to M.S. 356.24.

ARTICLE XVI
PUBLIC OBLIGATION

Section 1. Recognition:

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2. Strike:

The Union agrees, therefore, that during the term of this Agreement, neither the Union nor any individual employee shall engage in any strike. For purposes of this section, the term, "strike," shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

ARTICLE XVI
DURATION

Section 1. Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period July 1, 2024 through June 30, 2026, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than one hundred and twenty (120) days prior to the said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.

Section 2. Effect:

This Agreement constitutes the full and complete Agreement between the School District and the Union representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing

/
or past practices or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation.
of any term or terms of this Agreement.

Section 3. Finality:

Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability:

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

/

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

FOR INDEPENDENT SCHOOL DISTRICT 2534:	**FOR LOCAL UNION NO. 1686 AFSCME COUNCIL 65**
_____	_____
CHAIRPERSON	Brooke Trager - CHAPTER CHAIR
_____	_____
CLERK	Lori Wittman - SECRETARY
_____	_____
NEGOTIATOR	Angie Lien -AFSCME COUNCIL 65 LABOR REPRESENTATIVE

/

Appendix A

CLASSIFICATION	WAGE
Kitchen Manager (previously Head Cook)	$17.00
Lead Cook (previously Assistant Cook)	$15.00
Assistant Cook (previously Cook Helper)	$14.50
Dishwasher/Prep	$13.80

The starting pay rates shown above will be the starting pay rate for a person hired for the school year designated.

Employees hired prior to the 2024-2025 school year will receive $0.15 per year of service. 2024-2025 wages shall be retroactive to July 1, 2024.

CLASSIFICATION	WAGE
Kitchen Manager	$18.00
Lead Cook	$16.00
Assistant Cook	$15.50
Dishwasher/Prep	$14.50

The starting pay rates shown above will be the starting pay rate for a person hired for the school year designated.

Employees shall receive a $0.75/hour increase for the 2025-2026 school year. Wages are retroactive to July 1, 2025.

Beginning in the 2025-2026 school: At the beginning of the tenth (10^{th}) year of employment bargaining unit shall receive a fifty-cent (.50) longeviety payment per hour. Employees shall receive the longevity increase on July 1 of the school year they will reach the appropriate year.

/

Council 65, AFSCME
AFL-CIO
And
BOLD School District

Labor Agreement
Paraprofessionals

2024-2026

July 1, 2024 – June 30, 2026

/

TABLE OF CONTENTS

ARTICLE I: PURPOSE 3

ARTICLE II: RECOGNITION 3

ARTICLE III: DEFINITIONS 3

ARTICLE IV: SCHOOL DISTRICT RIGHTS 5

ARTICLE V: EMPLOYEE RIGHTS 5

ARTICLE VI: RATES OF PAY 7

ARTICLE VII: GROUP INSURANCE 8

ARTICLE VIII: LEAVES OF ABSENCE 9

ARTICLE IX: HOURS OF SERVICE AND DUTY YEAR 13

ARTICLE X: HOLIDAYS 15

ARTICLE XI: DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD 15

ARTICLE XII: REDUCTION IN FORCE 17

ARTICLE XIII: VACANIES, JOB POSTINGS, AND ASSIGNMENTS 17

ARTICLE XIV: GRIEVANCE PROCEDURE 19

ARTICLE XV: 403B MATCHING CONTRIBUTION PLAN 22

ARTICLE XVI: PUBLIC OBLIGATION 22

ARTICLE XVII: DURATION 23

SIGNATURE PAGE 26

APPENDIX A 27

/

AGREEMENT (NONLICENSED)

ARTICLE I
PURPOSE

Parties: This Agreement is entered into between Bird Island-Olivia-Lake Lillian Public School, Independent School District No.2534, (hereinafter referred to as the Employer) and Local Union No.1686, affiliated with Minnesota Council 65 of the American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, (hereinafter referred to as the Union), pursuant to and in compliance with the Public Employment Labor Relations Act, (hereinafter referred to as PELRA) to provide the terms and conditions of employment for the all paraprofessionals personnel who are employed by the District.

ARTICLE II
RECOGNITION

Section 1. Recognition:

Pursuant to the certification of the State of Minnesota, Bureau of Mediations Services Case No. 24PCL1539 the Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to pay, wages, hours of employment, and all other conditions of employment.

Section 2. Appropriate Unit:

The Union shall represent all such employees of the District contained in the appropriate unit as defined in ARTICLE III, Section 2. of this Agreement and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services, if any.

ARTICLE III
DEFINITIONS

The following terms used in this Agreement shall be defined as follows:

Section 1. Terms and Conditions of Employment:

The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit:

All paraprofessional employees employed by Independent School District No. 2534 BOLD, Olivia, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory employees within the meaning of Minn. Stat. 179A.03, subd. 17, and confidential employees within the meaning of Minn. Stat. 179A.03, subd. 4.

/

For the purposes of this Section, the normal work week shall be defined as thirty (30) hours or more. Any employee working in multiple classifications shall have all hours added together for the determination of unit inclusion. The job family or classification the employee works the majority of hours in will determine this inclusion. In the case of an even split, this determination will be mutually agreed to by the Superintendent and the employee.

Section 3. School District or District:

For purposes of administering this Agreement, the word/term, "District/School District," or the term, "District," shall mean the School Board or its designated representative(s).

Section 4. Classification:

Classifications of employees will be determined by the administration based upon current job descriptions. Employees doing work in more than one job family or classification will be classified in the job family most appropriate to the job description. For the purposes of this Agreement the following job classifications and positions shall exist:

Subd. 1. Paraprofessionals: Paraprofessional positions shall include but not be limited to:

Special Education Paraprofessional
Title I Paraprofessional
Classroom Paraprofessional

Section 5. Standard Work Week/Workday:

Subd. 1. Paraprofessional: Full time paraprofessional employees are employees working at least thirty (30) hours per week for the school year. Part time paraprofessional employees are employees working less than thirty (30) hours per week for the school year.

Subd. 2. Extended Work Year: Necessary duty beyond the contracted days, either before the work year begins or after the last scheduled day, shall be paid at the employees' regular rate of pay.

Section 6. Temporary Employee:

The definition of temporary employee shall be one who is employed for a long term of absence of a regular employee. Such temporary employee shall be paid at the substitute rate of pay. Longer term absence shall be defined as one that is to last two (2) weeks or more than ten (10) consecutive working days in the same position.

Temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year, and emergency employees.

/

Section 7. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV
SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights:

The Union recognizes that the School District is not required to meet and negotiate regarding matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection, direction, and number of personnel.

Section 2. Management Responsibilities:

The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations:

The Union recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Union also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Union.

/

Section 2. Right to Join:

Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate a Union for the purpose of negotiating grievance procedures and the terms and conditions of employment for employee members of the bargaining unit.

Section 3. Dues Check Off:

In recognition of the Union as the Union, the Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.

The Union shall provide the formula or schedule to calculate the actual dues deduction to the employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of union dues. The employer shall remit such deductions to AFSCME Council 65, 3335 West St. Germain Street, Suite 107, St. Cloud, MN 56301.

Section 4. Fair Share Fees:

In the event federal law changes, or the Janus Supreme Court decision is reversed, any present or future employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement, in an amount certified by the Union.

The Union agrees to indemnify and to hold the school district harmless against any and all claims that may arise regarding the application of this article.

Section 5. Information to Union

The employer will provide the Union with the add/drop report each one-hundred twenty (120) days electronically. The add/drop report shall include the name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the employer.

The employer shall provide the Union with a report each one-hundred twenty (120) days which shall identify new hires by name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

If a bargaining unit employee is hired, separates from employment or transfers out of the bargaining unit, the employer will provide the information to the Union within twenty (20) calendar days. Pursuant to MN Statute 179A. Subd. 8.

/

Section 6. New Employee Orientation

The employer shall refer newly hired AFSCME-represented employees to a Union orientation session, up to thirty (30) minutes in length.

Section 7. Personnel Files:

Members of the unit upon written request to the supervisor having custody of the file, have the right to review the contents of his or her own personnel file and evaluations. Members of the unit shall have the right to reproduce, at his or her own expense, any of the contents of his or her own file.

Section 8. Access to School Facilities:

The Union and its members shall have access to school facilities for the purpose of conducting association business.

Section 9. Communication:

The Union shall have the right to pose notice of activities and matters of the Union concern on a bulletin board, at least one of which shall be provided in the school building. The Union may use the School District email and/or mail service and employee mailboxes for communications.

ARTICLE VI
RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. Rates of Pay: Starting pay rates as reflected in Appendix A shall be part of the Agreement for the period commencing. July 1, 2024, to June 30, 2026.

$0.00 will be added to each employee's hourly rate in 2024-2025 for all employees.

$1.75 will be added to each employee's hourly rate in 2025-2026 for employees

Subd. 2**.** The superintendent may allow a new employee, with experience germane to the position, be paid at a higher rate of pay, but not to exceed any current employee who has 10 years of experience with the school district.

Section 2. Withholding Salary Advancement:

An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

/

Section 3. Pay Checks:

Employees shall be paid on the 15th day and 30th day of each month or the nearest normal working day if such date falls on a holiday or weekend.

Section 4. Advancement on Salary Schedule:

In order to qualify for step advancement a newly hired employee must have started on or before February 1 of the current fiscal year.

Section 5. Wage Differentials:

Subbing: Paraprofessionals subbing for a teacher shall receive a twenty dollar ($20.00) stipend per period along with their regular hourly wage with prior approval from the administration.

Covering a classroom: Paraprofessionals covering a classroom for a teacher shall receive a fifteen dollar ($15.00) stipend per period and their regular hourly wage.

Section 6. Paid Time Off for Union Business. Union Stewards who conduct union business (i.e. attending representational meetings, NEO's, etc.) during the school day they shall be in paid status.

ARTICLE VII
GROUP INSURANCE

Section 1. Selection of a Carrier:

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance – Single Coverage:

The School District shall contribute a sum of not to exceed $2,873.00 annually toward the premium for individual coverage for each 9-month employees employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan. Health insurance premiums paid by the school district shall be done so over a nine (9) month period. Any additional cost of the premium shall be borne by the employee.

Section 3. Health and Hospitalization Insurance – Family Coverage:

The School District shall contribute a sum of not to exceed $5,150.00 annually toward the premium for family coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan. All other employees will have family premiums paid by the school district over a nine (9) month period. Any additional cost of the premium shall be borne by the employee. To qualify for family coverage an employee must have legal dependents as determined by the insurance carrier.

/

Section 4. Claims against the School District:

The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution:

An employee is eligible for the School District contribution as provided in this article as long as the employee is employed by the District, on paid status, and enrolled in the District's group health and hospitalization insurance plan. Upon termination of employment, all District contribution shall cease.

Section 6. Eligibility:

The full benefits provided in this article are designed for full-time employees who are employed thirty (30) hours per week on a 12-month basis. Part-time employees who are employed an average of at least thirty (30) hours per week and one hundred and fifty (150) days in a school year-shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed less than an average of thirty (30) hours per week or less than one hundred and fifty (150) days in a school year shall not be eligible for any benefits pursuant to this article. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the District.

ARTICLE VIII
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earning: Employees, shall earn sick leave at the rate of 2 days of sick leave for one month and 1 day of sick leave for each month thereafter up to a maximum of eleven (11) working days for each year of service in the employment of the School District.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of 100 days of sick leave employees.

Subd. 3. Use: Employees may use sick leave with pay for any ESST-qualifying reason outlined in Minnesota Statute Section 181.9447, as amended.

Subd. 4. Documentation. The District may require employees to provide reasonable documentation as outlined in Minnesota Statutes Section 181.9447, as amended, indicating that the sick leave is being used for an ESST-qualifying reason. The final determination as to the eligibility of an employee for sick leave is reserved to the District. In the event that documentation will be required, the employee will be so advised.

Subd. 5. Deduction: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

/

Subd. 6 Employees retiring who are at least fifty-five (55) years of age shall receive as severance pay accrued unused sick leave at the time of retirement per the following formula:

- Upon completion of at least ten (10) years of full-time service with the Employer, they shall receive twenty-percent (20%) of the accumulated sick leave at their regular rate of pay.
- Upon completion of at least twenty (20) years of full-time service with the Employer, they shall receive thirty-five percent (35%) of their accumulated sick leave at their regular rate of pay.

Section 2. Personal Leave:

Subd.1. Personal Leave: Employees shall be granted two (2) days of personal leave per year, non-accumulative. Employees will be paid 100% of their normal daily rate of pay at the end of the school year for up to two (2) personal leave days not used. Personal days are not to be deducted from sick leave.

Subd. 2. At the beginning of an employee's fifteenth (15) year of consecutive service, an employee will be granted a third (3) personal leave day. Employees will be paid 100% of their normal daily rate of pay at the end of the school year for up to three (3) personal leave days not used. Personal days are not to be deducted from sick leave.

Subd. 3. The number of hours for each personal day shall be the number of hours the employee is normally assigned during the day.

Subd. 4. Personal leave days may not be used during the last ten (10) student contact days of the school year, unless approved by the principal. Personal leave days are not to be used immediately before or after a break or holiday, unless approved by the superintendent.

Subd. 5. Request for personal leave must be made in the electronic payroll system for the district at least three (3) days in advance, except in the event of emergencies. The reason for personal leave will be at the discretion of the employee. Only a maximum of three employees per site will be allowed to take personal leave at the same time.

Section 3. Workers' Compensation:

Pursuant to M.S. Ch. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 4. Bereavement:

All members of the bargaining unit shall be allowed bereavement leave up to a maximum of five (5) days per occurrence in the event of death in the employee's immediate family and, if there is a spouse, the spouse's immediate family, and mother and father in-law. Immediate family includes spouse, parents, children, grandchildren of grandparents in loco parentis to their grandchildren, brothers, and

/
sisters. Three (3) days of bereavement leave shall be granted per occurrence upon the death of grandparents, grandchildren and guardians, and brother and sister in-laws. One (1) day of bereavement leave shall be granted upon the death of a friend not covered in the definition of immediate family.

Section 5. Child Care Leave:

Subd. 1. Use: A childcare leave may be granted by the School District, subject to the provisions of this section, to one (1) employee-parent of a natural or adopted infant child, provided such employee-parent is caring for the child on a full-time basis.

Subd. 2. Request: An employee making the application for childcare leave shall inform the Superintendent in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Medical Statement: A pregnant employee will provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. Duration: In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:

1. Grant any leave of more than twelve (12) months in duration.
2. Permit the employee to return to employment prior to the date designated in the request for childcare leave.

Subd. 5. Reinstatement: An employee returning from childcare leave shall be reemployed in a position for which he/she is qualified unless previously discharged or placed on unrequested leave of absence.

Subd. 6. Failure to Return: Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension of the leave.

Subd. 7. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 6. Medical Leave:

Subd. 1. Eligibility: An employee who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long term disability compensation shall, upon written request, be granted a medical leave of absence without pay for up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2. Request: A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

/

Section 7. Family and Medical Leave:

Subd. 1. Purpose: Pursuant to the Family and Medical Leave Act, 29 U.S.C. § 1201 et. seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with

(1) the birth and first-year care of a child.

(2) the adoption or foster placement of a child.

(3) the serious health condition of an employee's spouse, child, or parent, and

(4) the employee's own serious health condition.

Subd. 2. Salary and Fringe Benefits: Such leave shall be unpaid, except an eligible employee, during such leave, shall be eligible for regular School District group health and hospitalization insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3. Eligibility: To be eligible for the benefits of this section and insurance contributions, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such previous twelve-month period.

Subd. 4. Paid Leave under Contract: While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. hereof, are unpaid, nothing herein shall preclude an employee from utilizing paid leave otherwise provided in this Agreement, provided the employee qualifies for the paid leave, i.e., sick leave or personal leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provision of this Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

Subd. 5. Notification: The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make a reasonable effort to schedule any treatment so as to minimize disruption of the work of the School District.

Section 8. Jury Service:

An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District. If excused, he/she shall return as immediately as possible to complete the workday. The employee shall be allowed to retain mileage reimbursement.

/

Section 9. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 10. Insurance Application:

An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in Section 6. of this article. In the event the employee is on paid leave from the School District under Section 1. of this article or supplemented by sick leave pursuant to Section 2. of this article, the School District will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.

Section 11. Credit:

An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 12. Eligibility:

Full leave benefits provided in this article shall apply only to full-time employees who work at least forty (40) hours per week on a 12-month basis and shall not apply to substitute or temporary employees. Employees who work less than 40 hours per week shall be eligible for prorated benefits to the extent of their employment.

Section 13. Court Duty:

Employees required to appear before a court on behalf of the District shall be granted a leave of absence with pay.

Section 14. Pay Deduct Days:

Pay deduct days will not be allowed unless personal days are used up first.

ARTICLE IX
HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week:

The regular work week, exclusive of lunch, shall be prescribed by the School District.

Section 2. Basic Work Year:

The regular work year shall be prescribed by the School District.

/

Section 3. Part-Time Employees:

The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 4. Shifts and Starting Time:

Employees will be assigned a starting time and shift as determined by the district superintendent.

Section 5. Lunch Break:

All employees shall be provided with an unpaid duty-free lunch period of at least thirty (30) minutes. Employees shall be provided with a 15-minute paid rest break for every four hours worked.

Section 6. School Closing:
In the event that the School District participates in a MSHSL state-sponsored event, whereby school is closed for the purpose of attending the MSHSL state-sponsored event, employees shall have the option to work attend the event or use accumulated sick leave for the day school is closed. The employees' pay shall not be reduced or increased for the day.

In the event that school is dismissed early for an unusual or unanticipated circumstance, such as weather or mechanical problems, or there is a late school start, employees shall be compensated for their regularly scheduled hours for the day.

Section 7. E-learning: When the district shifts to e-learning school support staff will receive their expected pay whether they report to the school building, work from home or an alternative location.

Section 8. In-service Training: All paraprofessionals will be required to work all student contact days and hours as presented on the school calendar, which is board approved each year. Three (3) week notice will be given for any training's that must be attended by the employee. Employees will be paid their regular hourly rate of pay for all in-services they attend.

Section 9. Overtime Pay: Employees will be paid overtime at a rate of one-and one-half times their regular pay, for any time worked beyond forty (40) hours in a week. All overtime must be authorized by the employee's supervisor or an Administrator.

ARTICLE X
HOLIDAYS

Section 1. Paid Holidays:

Paraprofessionals shall be granted the following paid holidays:

Thanksgiving Day	Christmas Day
Day after Thanksgiving	New Year's Day

/

Holiday pay shall be the number of hours per day that the employee is normally assigned during the day.

Section 2. Weekends:

Any holiday that falls during a weekend will be observed on a day established by the School District.

Section 3. School in Session:

The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 4. Application:

In order to be eligible for holiday pay, an employee must have worked the regularly scheduled workday before and the regularly scheduled workday after the holiday unless on an excused illness, leave, or on vacation under these provisions.

ARTICLE XI
DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period:

An employee, under the provisions of this Agreement, shall serve a probationary period of six (6) months of continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

Section 2. Probationary Period; Change of Classification:

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

Section 3. Completion of Probationary Period:

An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

/

Section 4. Progressive Discipline:

The School District recognizes the concept of progressive discipline consisting of 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) discharge. However, the School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge.

Section 5. Seniority Date:

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the hire date of the employee. If more than one employee is hired on the same date, seniority ranking for such employees shall be determined by the last four digits of the employee's social security number and whichever is higher shall be deemed more senior.

Subd. 1. Seniority List: A seniority list shall be compiled by the District and provided to the Steward not later than November 1 of each year. Employees shall then have thirty (30) calendar days to provide the District with information which may or may not lead to adjustments. Any revised list will then be provided to the Steward and an employee shall have fifteen (15) days to review.

Subd. 2. A position lasting more than 10 days in one position and less than 67 days shall be considered a long-term sub position. Paraprofessionals on layoff will be offered the long-term sub position in seniority order for which they are qualified for before offering the position to an outside applicant/substitute.

Paraprofessionals, if put on layoff will have access to carry-over sick leave into a long-term sub position. New sick leave will not accumulate during the long-term sub position.

Section 6. Job Posting:

Permanent job openings in any classification in the school district will be posted in the building for a period of five (5) working days. Employees interested in the position must advise the employer in writing within the posting period. An in-house applicant will be given consideration.

Section 7. Job Classifications:

For the purposes of layoff, reduction, recall and benefits, seniority in the following job classifications and positions shall exist: Paraprofessional.

ARTICLE XII
REDUCTION IN FORCE

The parties recognize the principle of seniority within classification in the application of this Agreement concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. Qualification of employee shall be at the discretion of the School

/
District. An employee on layoff shall retain seniority and the right to recall, within classification, for a period of twelve (12) months after the date of layoff.

All employees on layoff shall be responsible for keeping the school district informed of their addresses and telephone numbers. An employee on layoff who does not report back to work within five days after being notified by certified mail, sent to the employees' last known address, will be considered to have resigned and shall lose all further right to recall.

ARTICLE XIII
VACANCIES, JOB POSTINGS AND ASSIGNMENTS

Section 1. Vacancy Notice:

All vacancies or new jobs will be posted simultaneously in the school building, the School District office, and externally. Any employee shall be eligible to apply in writing for said vacancy or new job. unless a current interview list is present. If a current interview list is present, the School District may utilize said list in lieu of posting if the vacancy occurs in the job for which the interview list was established. An interview list will expire four (4) weeks from the date the candidate from said list began working. Copies of all postings will also be sent to the Chapter Chair.

All eligible union members bidding for a vacancy will receive an interview. It is the intention of the parties to fill any vacancy with the best qualified candidate. If qualifications, including veteran's preference, are deemed equal, the position shall be awarded according to seniority. The School District shall make such a determination.

Employees shall be moved to said positions on the basis of seniority provided that they are the best qualified for the position. Nothing herein shall, however, prevent the School District from considering application for said positions of others not presently employees of the School District. Current employees not selected will be provided with the reason(s) in a conference with the responsible administrator at the employee's request. The employee may bring a representative of the union to this conference.

Subd. 1. Vacancy: A position vacancy shall exist when there are enough hours for a position to be included in the unit by class and covered by this Agreement as defined in Article III, Section 2. In addition, any increase in hours of more than two (2) hours per day in a position shall be posted.

Section 2. Transfer Policy:

Subd. 1. Transfers: Transfers from one position to another position within a classification shall be made with the approval of the School District. Unless mutually agreed, a transfer shall not decrease the earnings for the same time worked of any employee covered by this Agreement unless it is with just cause.

Subd. 2. Advancing Classification: An employee who transfers from one classification or

/

position to another classification or position with a higher rate of pay shall be made with the approval of the School District. The compensation for employees so transferred shall be placed on the new step schedule at the next step higher than the one which is the same or greater than the rate of pay the employee was making at the old classification or position.

An employee who transfers to a position with a higher rate of pay shall have a 30-workday probationary period. At any time before 30 work days have elapsed, the employee or the School District may elect to reverse the transfer. An employee who has had a transfer reversed shall be returned to his/her original position and rate of pay provided the original position is still in force in the unit. In the event the position is eliminated, the employee shall be placed in an equivalent position and with an equivalent rate of pay as when he/she left before the transfer. The School District shall reserve the right to transfer other employees in the unit to create a slot for the returning employee. Days shall be defined as working days for the purpose of this Article.

Subd. 3. Voluntary Transfers Requests: Any employee who wishes to transfer from one building to another, or who wishes to be given an assignment that provides for a change in hours, must submit a request for transfer to the Superintendent's office, no later than May 31 each year. Copies of all such requests shall be provided to the building principal and any other Coordinators or Administrators affected. Such requests may be taken into consideration when making assignments for the next school year, but under no circumstances shall the School District be required to grant any such request. Requests submitted by May 31 shall be considered only for assignments made during the next school year.

Subd. 4. Involuntary Transfers: Whenever possible, the School District shall post a request for volunteers to do a needed transfer prior to doing an involuntary transfer but under no circumstances shall the School District be required to grant any such request.

Nothing in this Agreement shall prohibit the School District from assigning employees from one existing position to another position within the School District with no loss of pay, hours or benefits.

No paraprofessional whose duties are special education, media, Title I, playground, classroom, lunchroom, computer lab, or education paraprofessional shall be transferred into a position whose primary duty is working with students with IEPs or vice versa unless there is mutual agreement between the paraprofessional and the building principal.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance: A "grievance" shall mean an allegation in writing by an employee that the employee has been injured as a result of a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

/

Subd. 2. Group of Employees: A group of employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all members of the group. Such grievance must be in writing and signed by all grievants in the group or the Union.

Section 2. Representative:

The grievant, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on that party's behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual written agreement.

Subd. 2. Days: Any reference to days regarding time periods in this procedure shall refer to working days. A "working day" is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver:

A grievance shall not be valid for consideration unless the grievance is submitted in writing, signed by the grievant or Union, to the School District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days* after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustment of Grievance:

The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of that employee within the School District in the following manner:

/

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days*after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after the receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations back to the School Board. The School Board shall then render its decision.

Section 6. School Board Review:

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board, or its representative(s) notifies the parties of the intention to review within ten (10) days after the mediation decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance:

Failure by the School Board or its representative(s) to issue a decision within the time period provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

Section 8. Arbitration Procedures:

In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as explained herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party or Union, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

/

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not first been duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. The parties shall alternately strike names from the list of 7 arbitrators until only 1 name remains. If the parties are unable to agree on who will strike the first name, the question shall be decided by the flip of the coin.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording may be made of the hearing at the request of either party, however, the party requesting a transcript must pay for it. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection,

/

direction, and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver:

A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XV
403B MATCHING CONTRIBUTION PLAN

Section 1. Eligibility:

Beginning July 1, 2007, employees who are regularly employed for the BOLD School District shall be eligible to participate in a 403b contribution plan pursuant to M.S. 356.24.

ARTICLE XVI
PUBLIC OBLIGATION

Section 1. Recognition:

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2. Strike:

The Union agrees, therefore, that during the term of this Agreement, neither the Union nor any individual employee shall engage in any strike. For purposes of this section, the term, "strike," shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

/

ARTICLE XVI
DURATION

Section 1. Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period July 1, 2024 through June 30, 2026, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than one hundred and twenty (120) days prior to the said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.

Section 2. Effect:

This Agreement constitutes the full and complete Agreement between the School District and the Union representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation.
of any term or terms of this Agreement.

Section 3. Finality:

Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability:

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

/
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

FOR INDEPENDENT SCHOOL DISTRICT 2534:	**FOR LOCAL UNION NO. 1686 AFSCME COUNCIL 65**
_____	_____
CHAIRPERSON	Diane Schwarzarock – CHAPTER CHAIR
_____	_____
CLERK	SECRETARY
_____	_____
NEGOTIATOR	Angie Lien -AFSCME COUNCIL 65 LABOR REPRESENTATIVE

/

Appendix A

CLASSIFICATION	WAGE
Title I & Classroom Paraprofessionals	$15.00
Special Education Paraprofessionals	$15.25

Employees shall receive $0.00 for the 2024-2025 school year..

CLASSIFICATION	WAGE
Title I & Classroom Paraprofessionals	$16.00
Special Education Paraprofessionals	$16.25

The starting pay rates shown above will be the minimum starting pay rate for a person hired for the school year designated.

Employees not at the starting pay rate shall be brought to the starting pay rate for the 2025-2026 school year.

All other employees shall receive a $1.75/hour increase for the 2025-2026 school year.

At the beginning of the tenth (10^{th}) year of employment bargaining unit shall receive a fifty-cent (.50) longeviety payment per hour. Employees shall receive the longevity increase on July 1 of the school year they will reach the appropriate year.

BOLD

Bird island-Olivia-Lake
Lillian School District
ISD 2534-01

701 S. 9th Street
Olivia, MN 56277
Ph.# 320-523-1031 Fax: 320-523-2399
Tim Tydlacka, Superintendent
Kristine Flohrs Krafka, K-6 Principal
Melissa Hoffman Bodin, 7-12 Principal
Derek Flann, Dean of Students/Activities Director

May 12th, 2025
Notice of Assignment
School Year 2025-26

Subject to:
(Master Agreement-Article VI, Section B) All teachers shall be given written notice of their classroom assignments for the forthcoming school year no later than the first Friday in May. In the event that changes in assignments are proposed, all teachers so affected shall be notified promptly and consulted prior to final approval of such changes. Except for unforeseen emergency situations, changes in teachers' assignments shall not be made later than August 15th for the coming school year.

Teacher: Tom Kroes

Salary: $65,372

Lane/Step: BA+0

FTE:1.00

Assignment: Guidance Counselor 10-days Extra Days. $361.17 X 10 + $3,611.70 = $68,983.70

Based on BOLD EA AGREEMENT 2025-2026

Teacher Signature:_____ Date:_____

Supervisor: _____ Date:_____
PLEASE SIGN AND RETURN ONE COPY TO THE DISTRICT OFFICE

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the Nineteenth day of August in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

BOLD Public Schools
701 South Ninth Street
Olivia, MN 56277

and the Contractor:
(Name, legal status, address and other information)

Titan Environmental
968 Lake Street South
Forest Lake, MN 55025

for the following Project:
(Name, location and detailed description)

Bird Island School
Fall 2025 Asbestos Abatement
110 South 9th Street
Bird Island, MN 55313

The Architect:
(Name, legal status, address and other information)

Institute for Environmental Assessment, Inc.
9201 West Broadway North, Suite 600
Brooklyn Park, MN 55445-1924

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:03:46 CDT on 08/20/2025 under Subscription No.20250135473 which expires on 06/09/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (68a4b885546be2d763887b4e)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

August 25, 2025

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:03:46 CDT on 08/20/2025 under Subscription No.20250135473 which expires on 06/09/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (68a4b885546be2d763887b4e)

[X] By the following date: October 30, 2025

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Phase 1	October 30, 2025

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred and Fifty-Seven Thousand Seven Hundred Dollars and Zero Cents ($ 257,700.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Not Applicable	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Not Applicable		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Not Applicable	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price 1: Asbestos Supervisor (Foreman)	Hour	$180.00
Unit Price 2: Asbestos Worker	Hour	$180.00
Unit Price 3: Additional Mobilization	Round Trip	$1,500.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Assessed in Accordance with AIA Document A201 and Modifications (Section 00810, Article 2)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Not Applicable

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:03:46 CDT on 08/20/2025 under Subscription No.20250135473 which expires on 06/09/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (68a4b885546be2d763887b4e)

issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As Specified

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twentieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not Applicable

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:03:46 CDT on 08/20/2025 under Subscription No.20250135473 which expires on 06/09/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (68a4b885546be2d763887b4e)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Not Applicable

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

Not Applicable

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Not Applicable

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

0.00 %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Not Applicable

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:03:46 CDT on 08/20/2025 under Subscription No.20250135473 which expires on 06/09/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (68a4b885546be2d763887b4e)

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Not Applicable

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Jim Lindahl
Institute for Environmental Assessment, Inc.
9201 West Broadway, Suite 600
Brooklyn Park, MN 55445-1924

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jim Moeller
Titan Environmental, Inc.
968 Lake Street South
Forest Lake, MN 55025

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not Applicable

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:03:46 CDT on 08/20/2025 under Subscription No.20250135473 which expires on 06/09/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (68a4b885546be2d763887b4e)

§ 8.7 Other provisions:

Not Applicable

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 Not Applicable

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Print Number	Title	Date
A1.01d	Main Level Demolition Plan Area D	7/23/2025
A1.01e	Main Level Demolition Plan Area E	7/23/2025
A1.02	Second and Third Level Demolition Plan	7/23/2025
A1.00	Lower Level Demolition Plan	7/23/2025
PD104	Tunnel & Lower Level Area D Plumbing Demolition Plan	7/23/2025
PD105	Tunnel & Lower Level Area E Plumbing Demolition Plan	7/23/2025

.6 Specifications

Section	Title	Date	Pages
Table of Contents (Exhibit A)			

.7 Addenda, if any:

Number	Date	Pages
One	August 1, 2025	One (1)
Two	August 6, 2025	Ten (10)
Three	August 8 2025	Six (6)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:03:46 CDT on 08/20/2025 under Subscription No.20250135473 which expires on 06/09/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (68a4b885546be2d763887b4e)

Title	Date	Pages
Not Applicable		

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Performance and Labor & Material Payment Bonds	Section 00610 - Performance and Labor & Material Payment Bonds	7/23/25	00610-1
Supplementary Conditions	Section 00800 - Supplementary Conditions	7/23/25	00800-1 through 00800-6
Modifications to General Conditions	Section 00810 - Modifications to General Conditions	7/23/25	00810-1 through 00810-7
Additional Articles	Section 00820 - Additional Articles	7/23/25	00820-1

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Construction Schedule (Exhibit B)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
BY: Tim Tydlacka, Superintendent	BY: Chris Freudenberg, President
(Printed name and title)	*(Printed name and title)*

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:03:46 CDT on 08/20/2025 under Subscription No.20250135473 which expires on 06/09/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (68a4b885546be2d763887b4e)

Exhibit A

SECTION 00010
Table of Contents

Introductory Information

00001 Project Title Page
00005 Certifications Page
00010 Table of Contents
00015 List of Drawings

Bidding Requirements

00100 Advertisement for Bids
00200 Instructions to Bidders (AIA A701)
00205 Modifications to Instructions to Bidders
00210 Supplementary Instructions to Bidders

Bid Forms and Supplements

00410 Bid Form
00430 Construction Schedule

Contracting Requirements

00610 Performance and Labor and Material Payment Bonds (AIA A312)
00700 General Conditions (AIA A201)
00800 Supplementary Conditions
00810 Modifications to General Conditions
00820 Additional Articles

Division 1 - General Requirements

01013 Summary of Work – Asbestos Abatement
01028 Applications for Payment – Asbestos Abatement
01043 Coordination – Asbestos Abatement
01097 Reference Standards & Definitions – Asbestos Abatement
01098 Codes, Regulations and Standards – Asbestos Abatement
01301 Submittals – Asbestos Abatement
01503 Temporary Facilities – Asbestos Abatement
01513 Temporary Pressure Differential and Air Circulation System
01526 Temporary Enclosures
01527 Regulated Areas
01529 Mini Enclosures and Glovebags
01560 Worker Protection – Asbestos Abatement
01562 Respiratory Protection
01563 Decontamination Units
01701 Contract Closeout – Asbestos Abatement
01711 Project Decontamination

Division 2 - Site Work

02061 Building Component Demolition – Asbestos Abatement
02081 Removal of Asbestos-Containing Materials
02084 Disposal of Asbestos-Containing Material
02087 Resilient Flooring Removal

Appendix A Responsible Contractor Documents
Appendix B Drawing
Appendix C Chart C (All Materials List)

© IEA, Inc.

Exhibit B

SECTION 00430
Construction Schedule

Project: **Bird Island School – Fall 2025 Asbestos Abatement**

Area/Phase/Location: Phase 1: Asbestos Abatement for Full Demo area of school.

Contractor: Titan Environmental, Inc.
Name
968 Lake Street South, Suite #201
Address
Forest Lake, MN 55025
City/State/Zip

Contract Start Date: September 8th, 2025

Contract Completion Date: October 30th, 2025

	Phase 1 Work Dates	# of Workers per Shift
Preparation of Work Area	From: Per Spec To:	6-8
Removal and Decontamination	From: Per Spec To:	6-8
Clearance Air Testing	From: Per Spec To:	6-8
Removal of Isolation	From: Per Spec To:	6-8

Comments:

410 FAMILY AND MEDICAL LEAVE POLICy

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

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 ~~U.S.C.~~ United States Code, section ~~§~~ 101(a)(13)(B).

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

2. a ~~covered~~ veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the ~~first~~ date ~~on which the veteran undergoes that medical treatment, recuperation, or therapy~~ the eligible employee takes FMLA leave to care for the covered veteran.

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted: (1) unless the break is occasioned by the employee's fulfillment of his or her ~~National guard or Reserve military service~~ USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.

E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered

servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:

1. a military medical treatment facility as an outpatient; or

2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;

2. to attend military events and related activities of a covered military member;

3. to address issues related to childcare and school activities of a covered military member's child;

4. to address financial and legal arrangements for a covered military member;

5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;

6. to spend up to ~~five~~ 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;

7. to attend post-deployment activities related to a covered military member; and

8. to address care needs of a covered military member's parent who is incapable of self-care; and

9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or

2 continuing treatment by a health care provider.

I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

J. "Veteran" has the meaning given in 38 ~~U. S. C.~~ United States Code, § ~~section~~ 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

a. birth of the employee's child and to care for such child;

b. placement of an adopted or foster child with the employee;

c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;

d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or

e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.

2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.

[NOTE: An employer is permitted to choose any one of the following methods for determining the 12–month period in which the 12 weeks of FMLA leave entitlement occurs: (a) the calendar year; (b) any fixed 12–month leave year, such as a fiscal year, a year required by State law, or a year starting on an employee's anniversary date;(c) the 12–month period measured forward from the date any employee's first FMLA leave; or (d) a "rolling" 12–month period measured backward from the date an employee uses any FMLA leave. It is recommended, however, that school districts use the 12-month rolling measurement as it prevents employees from stacking 12-week leave entitlement that could occur if, for example, a calendar or fiscal year is utilized. Where a calendar, fiscal or similar period is used, an employee could use 12 weeks at the end of the period and then again at the beginning of the period, providing an entitlement to a leave of 24 consecutive weeks. If a school district changes its definition of a "year" in this policy, it must give employees notice of at least 60 days before implementing this change.]

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.

4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and

medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.

5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:

   a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces ~~(~~or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces~~)~~ and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

   b. ~~a "serious injury or illness"~~ in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces ~~(~~or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces~~)~~ and that manifested itself before or after the member became a veteran, and is:

      (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

      (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

(3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An

employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

    The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. ~~Six~~ Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a ~~6~~ 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with ~~for~~ the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. ~~The employee may qualify if he or she has worked for the school district for at least 12 consecutive months and has worked an average number of hours per week equal to one-half of the full-time equivalent.~~ This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation

provided by the school district so that the total leave does not exceed 12 weeks, unless agreed by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.

2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.

4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week

period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.

B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:

1. take leave for the entire period or periods of the planned medical treatment; or

2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the

leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.

2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.

3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.

4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER

A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA

and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII DISSEMINATION OF POLICY

A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment

B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References:

Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References:

~~MSBA Service Manual, Chapter 13, School Law Bulletin "M" (Statutory Provisions which Grant Leaves to Licensed as well as Non Licensed School District Employees – Family Medical Leave Act Summary)~~
None

413 HARASSMENT AND VIOLENCE

[NOTE: State law (Minnesota Statutes, section 121A.03) requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minnesota Statutes, chapter 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that school districts incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minnesota Statutes, section 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minnesota Statutes, section 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon school districts than required by law. For that reason, MSBA recommends the adoption of its model policy by school districts. Each school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability (Protected Class).

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class.

B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)

C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class.

D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any

student, teacher, administrator, or other school district personnel found to have violated this policy.

III. DEFINITIONS

A. "Assault" is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
3. otherwise adversely affects an individual's employment or academic opportunities.

[NOTE: In 2023, the Minnesota legislature amended the definition of "sexual orientation" in the Minnesota Human Rights Act as reflected in subpart 6 below. A school board may choose whether to retain the phrase "including gender identity or expression" in light of the legislative amendment.]

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. Protected Classifications~~; Definitions~~

1. "Disability" means, with respect to an individual who
   a. a physical sensory or mental impairment that materially limits one or more major life activities of such individual;
   b. has a record of such an impairment; or
   c. is regarded as having such an impairment.
   d. has an impairment that is episodic or in remission and would materially limit a major life activity if active.
2. "Familial status" means the condition of one or more minors having legal status or custody with:
   a. the minor's parent or parents or the minor's legal guardian or guardians; or
   b. the designee of the parent or parents or guardian or guardians with the written permission of the parent or parents or guardian or guardians. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the

individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

[NOTE: The 2024 Minnesota legislature revised the definition of "familial status"].

3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. "Sexual orientation" means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.

[NOTE: The 2023 Minnesota legislature redefined 'sexual orientation' in the Minnesota Human Rights Act to read as provided here.]

7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. "Remedial response" means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment~~; Definition~~

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:
   a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
   b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
   c. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
   a. unwelcome verbal harassment or abuse;
   b. unwelcome pressure for sexual activity;

c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;

d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or

f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence~~; Definition~~

1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:

a. touching, patting, grabbing, or pinching another person's intimate parts

b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;

c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or

d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence~~; Definition~~

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class.

IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

D. In Each School Building

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

G. In the District

The school board hereby designates the age appropriate school counselor as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.[1]

H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.

I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

J. Use of formal reporting forms is not mandatory.

K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.

N. False accusations or reports of violence or harassment against another person are prohibited.

O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

V. INVESTIGATION

A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature

of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.

E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

F. The investigation will be completed as soon as practicable. The school district human rights officer, our superintendent, shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.

B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.

C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of

reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights or another state or federal agency, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes, chapter 260E may be applicable.

B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.

B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

C. This policy shall appear in the student handbook.

D. The school district will develop a method of discussing this policy with students and employees.

E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.

F. This policy shall be reviewed at least annually for compliance with state and federal law.

[NOTE: The MDE model policy included X.F. State law does not mandate an annual review. School boards may determine whether to retain X.F.]

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
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 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
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 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

---

[1] In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board.

INDEPENDENT SCHOOL DISTRICT NO. 2534
HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. 2534 maintains a firm policy prohibiting all forms of discrimination. This policy strictly prohibits harassment or violence against students or employees or groups of students or employees on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability (Protected Class). All persons are to be treated with respect and dignity. Harassment or violence on the basis of Protected Class by any pupil, teacher, administrator, or other school personnel, that create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant_____

Home Address_____

Work Address_____

Home/Cell Phone_____ **Work Phone**_____

Date of Alleged Incident(s)_____

Basis of Alleged Harassment/Violence - circle as appropriate: race \ color \ creed \ religion \ national origin \ sex \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation\ disability

Name of person you believe harassed or was violent toward you or another person or group.

_____

If the alleged harassment or violence was toward another person or group, identify that person or group.

_____

_____

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e., threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary.)_____

_____

_____

_____

Where and when did the incident(s) occur?_____

_____

_____

List any witnesses who were present_____

_____

This complaint is filed based on my honest belief that _____ has harassed or has been violent to me or to another person or group. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

_____ _____

Complainant Signature **Date**

Received by_____ _____

Date

INDEPENDENT SCHOOL DISTRICT NO. 2534
HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. 2534 maintains a firm policy prohibiting all forms of discrimination. This policy strictly prohibits harassment or violence against students or employees or groups of students or employees on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability (Protected Class). All persons are to be treated with respect and dignity. Harassment or violence on the basis of Protected Class by any pupil, teacher, administrator, or other school personnel, that create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant_____

Home Address_____

Work Address_____

Home/Cell Phone_____ **Work Phone**_____

Date of Alleged Incident(s)_____

Basis of Alleged Harassment/Violence - circle as appropriate: race \ color \ creed \ religion \ national origin \ sex \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation\ disability

Name of person you believe harassed or was violent toward you or another person or group.

_____

If the alleged harassment or violence was toward another person or group, identify that person or group.

_____

_____

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e., threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary.)_____

_____

_____

_____

Where and when did the incident(s) occur?_____

_____

_____

List any witnesses who were present_____

_____

This complaint is filed based on my honest belief that _____ has harassed or has been violent to me or to another person or group. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

_____ _____

Complainant Signature **Date**

Received by_____ _____

Date

516 STUDENT MEDICATION AND TELEHEALTH

[NOTE: The necessary provisions for complying with Minnesota Statutes, sections 121A.22, Administration of Drugs and Medicine, 121A.221, Possession and Use of Asthma Inhalers by Asthmatic Students, and 121A.222, Possession and Use of Nonprescription Pain Relievers by Secondary Students are included in this policy. The statutes do not regulate administration of drugs and medicine for students aged 18 and over or other nonprescription medications. Please note that section 121A.22 does not require school districts to apply the administration of medication rule to drugs or medicine used off school grounds, drugs or medicines used in connection with athletics or extra-curricular activities, and drugs and medicines that are used in connection with activities that occur before or after the regular school day.]

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

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

III. DRUG AND MEDICATION REQUIREMENTS

[NOTE: The June 2024 Model Policy 516 revisions include insertion of headings and rearrangement of paragraphs so that similar content is grouped together. School boards can choose whether to make these revisions.]

A. Administration of Drugs and Medicine

1. The administration of medication or drugs at school requires a completed signed request from the student's parent. An oral

request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.

2. Drugs and medicine subject to Minnesota Statutes, 121A.22 must be administered, to the extent possible, according to school board procedures that must be developed in consultation with:

   a. with a licensed nurse, in a district that employs a licensed nurse under Minnesota Statutes, section 148.171;

   b. with a licensed school nurse, in a district that employs a licensed school nurse licensed under Minnesota Rules, part 8710.6100;

   c. with a public or private health-related organization, in a district that contracts with a public or private health or health-related organization, according to Minnesota Statutes, 121A.21; or

   d. with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.

   [NOTE: Paragraph III.A.2 had appeared in a different spot in previous versions of this model policy. In June 2024, the paragraph is located here and is updated to reflect 2024 legislative changes.]

3. Exclusions

   [Note: The provisions of III.A.3 are optional. The school board may choose to include or exclude any of the provisions specified. These exclusions appeared in previous versions of this model policy.]

   The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:

   a. purchased without a prescription;

   b. used by a pupil who is 18 years old or older;

c. used in connection with services for which a minor may give effective consent;

d. used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;

e. used off the school grounds;

f. used in connection with athletics or extracurricular activities;

g. used in connection with activities that occur before or after the regular school day;

h. provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;

i. prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:

(1) the school district has received a written authorization each school year from the pupil's parent permitting the student to self-administer the medication;

(2) the inhaler is properly labeled for that student; and

(3) the parent has not requested school personnel to administer the medication to the student.

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

If the school district employs a school nurse or provides school nursing services under another arrangement, the

school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers.

j. epinephrine auto-injectors, consistent with Minnesota Statutes, section 121A.2205, if the parent and prescribing medical professional annually inform the pupil's school in writing that

(1) the pupil may possess the epinephrine or

(2) the pupil is unable to possess the epinephrine and requires immediate access to epinephrine auto-injectors that the parent provides properly labeled to the school for the pupil as needed.

k. For the purposes of Minnesota Statutes, 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.

l. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

B. Prescription Medication

1. An "Administrating Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes, section 152.22, subdivision 6.

2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law and must be administered in a manner consistent with the instructions on the label.

3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.

4. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Paragraph III.A.3(i) above), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).

5. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.

6. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.

7. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

[NOTE: This paragraph is moved to Paragraph III.A.3 above, where it is updated to reflect 2024 legislative changes.]

8. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the

parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

[NOTE: Starting in June 2024, the exceptions appear under Article III.A.3 above.]

C. Nonprescription Medication

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

[NOTE: School districts should consult with licensed medical and nursing personnel to address whether nonprescription medications will be allowed at elementary schools and whether and under what conditions school personnel will participate in storing or administering nonprescription medications.]

D. Possession and Use of Epinephrine Injectors

At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

1. possess epinephrine auto-injectors; or

2. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

For the purposes of this policy, "instructional day" is defined as eight hours for each student contact day.

[NOTE: Minnesota law states that "the school board of the school district must define instructional day for the purposes of Minnesota Statutes, 121A.2205." A sample definition appears above. School districts can create a definition that fits their circumstances.]

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

Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with Minnesota Statutes, section 121A.2207 is not the practice of medicine.

Effective July 1, 2024, registered nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.235, subdivision 8. Notwithstanding any limitation in Minnesota Statutes, sections 148.171 to 148.285, licensed practical nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine auto-injector is to be administered, when caring for a patient whose condition falls within the protocol.

[NOTE: The paragraph above was signed into law in May 2024. It is new model policy language.]

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

E. Sunscreen

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

F. Procedure regarding unclaimed drugs or medications

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.

2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes, section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.

3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.

B. The space must provide a student privacy to receive mental health care.

C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.

D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

[NOTE: The Minnesota legislature enacted Article IV in the spring 2024.]

Legal References:

Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 148.171 (Definitions; Title)

Minn. Stat. § 151.212 (Label of Prescription Drug Containers
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Rule 8710.6100 (School Nurse)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Adopted: ~~9/23/2019~~ 08-25-2025

MSBA/MASA Model Policy 520
Orig. 1995
Rev.~~2016~~ 2022

Revised: 03-28-2022

520 STUDENT SURVEYS

[NOTE: School districts are required by statute to have a policy addressing student surveys.]

I. PURPOSE

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

II. GENERAL STATEMENT OF POLICY

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with ~~20 U.S.C. § 1232h~~ 20 United States Code, section 1232h.

III STUDENT SURVEYS IN GENERAL

A. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. No requirement that the student return the survey shall exist, and no record of the student's returning a survey will be maintained.

B. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.

C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality, and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or has the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.

D Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that

personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with ~~Minn. Stat. Ch.13~~ Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act), 20 ~~U.S.C.~~ United States Code, ~~§~~ section 1232g (Family Educational Rights and Privacy Act) and 34 ~~C.F.R.~~ Code of Federal Regulations, Part 99.

E The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

IV. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM

A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.

B No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent, to submit to a survey that reveals information concerning:

1. political affiliations or beliefs of the student or the student's parent;

2. mental and psychological problems of the student or the student's family;

3. sex behavior or attitudes;

4. illegal, antisocial, self-incriminating, or demeaning behavior;

5. critical appraisals of other individuals with whom respondents have close family relationships;

6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;

7. religious practices, affiliations, or beliefs of the student or the student's parent; or

8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.

1. The following policies are to be adopted in consultation with parents:

a. The right of a parent to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent's request for reasonable access to such survey within a reasonable period of time after the request is received.

"Parent" means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.

b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section IV.B., above, including the right of a parent of a student to inspect, on request, any such survey.

c. The right of a parent of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent for such access within a reasonable period of time after the request is received.

"Instructional material" means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.

d The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 ~~U.S.C~~. United States Code, ~~§~~ section 1400, *et seq.*).

e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that

information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.

(1) "Personal information" means individually identifiable information including a student or parent's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.

(2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:

(a) college or other post-secondary education recruitment or military;

(b) book clubs, magazines, and programs providing access to low cost literary products;

© curriculum and instructional materials used by elementary and secondary schools;

(d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;

(e) the sale by students of products or services to raise funds for school-related or education-related activities; and

(f) student recognition programs.

(3) The right of a parent to inspect, on request, any instrument used in the collection of information, as described in Section IV.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and

procedures for granting a request by a parent for reasonable access to such an instrument within a reasonable period of time after the request is received.

2. The policies adopted under Section IV.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents of students enrolled in or served by the school district.

a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.

b. The notice will provide parents with an opportunity to opt out of participation in the following activities:

(1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.

(2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.B., above.

(3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.

"Invasive physical examination" means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

c.. The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.

D. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or

required by applicable state law, including physical examinations or screenings that are permitted without parental notification.

V. NOTICE

A. The school district must give parents and students notice of this policy at the beginning of each school year and after making substantive changes to this policy.

B. The school district must inform parents at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.

C. The school district must give parents the opportunity to review the survey and to opt their students out of participating in the survey.

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

Minn. Stat. § 121A.065 (District Surveys to Collect Student Information; Parent Notice and Opportunity for Opting Out)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. § 1232h (Protection of Pupil Rights)
34 C.F.R. § 99 (Family Educational Rights and Privacy Act Regulations)
Gonzaga University v. Doe, 536 U.S. 273 ~~122 S. Ct. 2268, 153 L. ed. 2d 309~~ (2002)
C.N. v. Ridgewood Bd. of Educ., 430 F.3d. 159 (3rd Cir. 2005)
Fields v. Palmdale School Dist., 427 F.3d. 1197 (9th Cir. 2005)

Cross References: MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedure and Process)

Adopted: ~~July 22, 2013~~ August 25,2025

Revised: June 26, 2022

MSBA/MASA Model Policy 807
Orig. 2012
Rev. 2022

807 HEALTH AND SAFETY POLICY

[NOTE: To receive health and safety revenue for any fiscal year, school districts must submit an application to the Minnesota Commissioner of Education, along with a health and safety budget adopted and confirmed by the school board as being consistent with the school district's health and safety policy. This policy has been approved by the Minnesota Department of Education.

The subdivisions of Minnesota Statutes, section 123B.57 that relate to a school district's ability to apply for health and safety revenue have been repealed effective fiscal year 2017. The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to assist the school district in promoting health and safety, reducing injuries, and complying with federal, state, and local health and safety laws and regulations.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to implement a health and safety program that includes plans and procedures to protect employees, students, volunteers, and members of the general public who enter school district buildings and grounds. The objective of the health and safety program will be to provide a safe and healthy learning environment; to increase safety awareness; to help prevent accidents, illnesses, and injuries; to reduce liability; to assign duties and responsibilities to school district staff to implement and maintain the health and safety program; to establish written procedures for the identification and management of hazards or potential hazards; to train school district staff on safe work practices; and to comply with all health and safety, environmental, and occupational health laws, rules, and regulations.

B. All school district employees have a responsibility for maintaining a safe and healthy environment within the school district and are expected to be involved in the health and safety program to the extent practicable. For the purpose of implementing this policy, the school district may form a health and safety advisory committee to be appointed by the superintendent. The health and safety advisory committee will be composed of employees and other individuals with specific knowledge of related issues. The advisory committee will provide recommendations to the administration regarding plans and procedures to implement this policy and to establish procedures for identifying, analyzing, and

controlling hazards, minimizing risks, and training school district staff on safe work practices. The committee will also recommend procedures for investigating accidents and enforcement of workplace safety rules. Each recommendation shall include estimates of annual costs of implementing and maintaining that proposed recommendation. The superintendent may request that the safety committee established under Minnesota Statutes, section 182.676 carry out all or part of the duties of the advisory committee or the advisory committee may consider recommendations from a separate safety committee established under Minnesota Statutes, section 182.676.

III. PROCEDURES

A. Based upon recommendations from the health and safety advisory committee and subject to the budget adopted by the school board to implement or maintain these recommendations, the administration will adopt and implement written plans and procedures for identification and management of hazards or potential hazards existing within the school district in accordance with federal, state, and local laws, rules, and regulations. Written plans and procedures will be maintained, updated, and reviewed by the school board on an annual basis and shall be an addendum to this policy. The administration shall identify in writing a contact person to oversee compliance with each specific plan or procedure.

B. To the extent that federal, state, and local laws, rules, and regulations do not exist for identification and management of hazards or potential hazards, the health and safety advisory committee shall evaluate other available resources and generally accepted best practice recommendations. Best practices are techniques or actions which, through experience or research, have consistently proven to lead to specific positive outcomes.

C. The school district shall monitor and make good faith efforts to comply with any new or amended laws, rules, or regulations to control potential hazards.

IV. PROGRAM AND PLANS

A. For the purpose of implementing this policy, the administration will, within the budgetary limitations adopted by the school board, implement a health and safety program that includes specific plan requirements in various areas as identified by the health and safety advisory committee. Areas that may be considered include, but are not limited to, the following:

1. Asbestos
2. Fire and Life Safety
3. Employee Right to Know
4. Emergency Action Planning
5. Combustible and Hazardous Materials Storage
6. Indoor Air Quality

7. Mechanical Ventilation
8. Mold Cleanup and Abatement
9. Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools
10. Infectious Waste/Bloodborne Pathogens
11. Community Right to Know
12. Compressed Gas Safety
13 Confined Space Standard
14 Electrical Safety
15 First Aid/CPR/AED
16. Food Safety Inspection
17 Forklift Safety
18 Hazardous Waste
19. Hearing Conservation
20. Hoist/Lift/Elevator Safety
21. Integrated Pest Management
22. Laboratory Safety Standard/Chemical Hygiene Plan
23 Lead
24. Control of Hazardous Energy Sources (Lockout/Tagout)
25. Machine Guarding
26. ~~Mercury~~ Safety Committee
27. Personal Protection Equipment (PPE)
28. Playground Safety
29. Radon
30. Respiratory Protection
31. Underground and Above Ground Storage Tanks
32. Welding/Cutting/Brazing
33 Chlorine
34. Ladder/Fall Protection
35. ~~National Emission Standards for Hazardous Air Pollutants for School Generators established by the United States E.P.A.~~ Laboratory Safety
36. Other areas determined to be appropriate by the health and safety advisory committee.

If a risk is not present in the school district, the preparation of a plan or procedure for that risk will not be necessary.

B. The administration shall establish procedures to ensure, to the extent practicable, that all employees are properly trained and instructed in job procedures, crisis response duties, and emergency response actions where exposure or possible exposure to hazards and potential hazards may occur.

C. The administration shall conduct or arrange safety inspections and drills. Any identified hazards, unsafe conditions, or unsafe practices will be documented

and corrective action will be taken to the extent practicable to control that hazard, unsafe condition, or unsafe practice.

D. Communication from employees regarding hazards, unsafe or potentially unsafe working conditions, and unsafe or potentially unsafe practices is encouraged in either written or oral form. No employee will be retaliated against for reporting hazards or unsafe or potentially unsafe working conditions or practices.

E. The administration shall conduct periodic workplace inspections to identify potential hazards and safety concerns.

F In the event of an accident or a near miss, the school district shall promptly cause an accident investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All accidents and near misses must be reported to an immediate supervisor as soon as possible.

V. BUDGET

The superintendent shall be responsible to provide for periodic school board review and approval of the various plan requirements of the health and safety program, including current plan requirements and related written plans and procedures and recommendations for additional plan requirements proposed to be adopted. The superintendent, or such other school official as designated by the superintendent, each year shall prepare preliminary revenue and expenditure budgets for the school district's health and safety program. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for this program and make such adjustments within the expenditure budget to carry out the current program and to implement new recommendations within the revenues projected and appropriated for this purpose. No funds may be expended for the health and safety program in any school year prior to the adoption of the budget document authorizing that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year. The health and safety program shall be implemented, conducted, and administered within the fiscal restraints of the budget so adopted.

VI ENFORCEMENT

Enforcement of this policy is necessary for the goals of the school district's health and safety program to be achieved. Within applicable budget limitations, school district employees will be trained and receive periodic reviews of safety practices and procedures, focusing on areas that directly affect the employees' job duties. Employees shall participate in practice drills. Willful violations of safe work practices may result in disciplinary action in accordance with applicable school district policies.

Legal References: Minn. Stat. § 123B.56 (Health, Safety, and Environmental Management)
Minn. Stat. § 123B.57 (~~Capital Expenditure;~~ Health and Safety Projects)

Minn. Stat. § 182.676 (Safety Committees)
Minn. Rules Part 5208.0010 (Accident and Injury Reduction Program; Applicability)
Minn. Rules Part 5208.0070 (Accident and Injury Reduction Program; Alternative Forms of Committee)

Cross References

MSBA/MASA Model Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

Adopted: ~~08-26-2002~~ 08-25-2025 MSBA/MASA Model Policy 901
Orig.1995
Revised: 06-28-2022 Rev. ~~1999~~ 2022

Note: Bylaws can be found in the Community Education files in the District Office.

901 COMMUNITY EDUCATION

I. PURPOSE

The purpose of this policy is to convey to employees and to the general public the important role of community education within the school district.

II. GENERAL STATEMENT OF POLICY

The school board affirms a strong commitment to the community education program. The school board welcomes, and strongly encourages use of school buildings and activity areas by the community when not used for regularly scheduled elementary and secondary programs. The school administration should strive to accomplish the following objectives:

A. Maximum use should be made of public school facilities within the school district service area.

B. Educational needs and interest of area residents should be determined periodically.

C. Community resources and expertise of residents should be utilized to develop a vibrant, well-rounded community education program.

D. Area residents should be encouraged to actively participate in program opportunities.

III. COMMUNITY EDUCATION ADVISORY COUNCIL

A. The council shall assist in promoting the goals and objectives of the program.

B. The membership of the community education advisory will consist of members who represent: various service organizations; churches; public and nonpublic schools; local government including elected officials; public and private nonprofit agencies serving youth and families; parents; youth; park, recreation or forestry services of municipal or local government units located in whole or in part within the boundaries of the school district; and any other groups participating in the community education program in the school district.

C. Bylaws of the community education advisory council shall provide the framework for the organization including criteria pertaining to membership, officers' duties, frequency and structure of meetings and such other matters as deemed necessary and appropriate.

D. The council will adopt a policy to reduce and eliminate program duplication within the school district.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)
Minn. Stat. § 124D.19, Subd. 1 (Community Education Programs; Advisory Council)
Minn. Stat. § 124D.20, Subd. 1 (Community Education Revenue)

Cross References: MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)

BY-LAWS
BOLD COMMUNITY EDUCATION PROGRAM
BIRD ISLAND, OLIVIA, LAKE LILLIAN, MINNESOTA

ARTICLE I - NAME

THIS ORGANIZATION SHALL BE CALLED THE BOLD COMMUNITY EDUCATION PROGRAM.

ARTICLE II - DEFINITION OF COMMUNITY EDUCATION

A PROGRAM OF ACADEMIC IMPROVEMENT, ENRICHMENT, VOCATIONAL IMPROVEMENT, LEISURE AND RECREATIONAL SERVICES AND SOCIAL ACTION UTILIZING SCHOOL DISTRICT FACILITIES. LIFELONG LEARNING OPPORTUNITIES ARE MADE AVAILABLE FOR LEARNERS OF ALL AGES, BACKGROUNDS, AND NEEDS.

THE PHILOSOPHY OF THE COMMUNITY EDUCATION PROGRAM IS THE BASIS FOR PROVIDING COMMUNITY SERVICES AND IS AN EDUCATIONAL-BASED PARTNERSHIP BETWEEN THE COMMUNITY AND THE FORMAL EDUCATION SYSTEM WHEREBY THE RESOURCES OF BOTH ARE USED AS AVAILABLE FOR THE CONTINUING GROWTH OR BETTERMENT OF BOTH.

COMMUNITY SERVICES, AS DEFINED FOR SCHOOL DISTRICTS, INCLUDES SERVICES RENDERED BY A SCHOOL DISTRICT BEYOND THE REGULAR K TO 12 PROGRAM, AS RECOMMENDED BY THE COMMUNITY SERVICES ADVISORY COUNCIL AND APPROVED BY THE LOCAL BORAD OF EDUCATION.

ARTICLE III - OBJECTIVES

TO SUPPORT, STIMULATE AND COORDINATE EDUCATIONAL AND LEISURE TIME ACTIVITIES AND PROGRAMS FOR STUDENTS, ADULTS, AND FAMILIES.

1. TO COOPERATE WITH ALL EDUCATIONAL, GOVERNMENTAL, AND COMMUNITY ORGANIZATIONS IN ORGANIZING A BALANCED PROGRAM FOR ALL AGE LEVELS.

2. TO SURVEY THE COMMUNITY TO LEARN OF ITS NEEDS AND WANTS, AND TO LEARN WHAT LEADERSHIP, RESOURCES, AND PROGRAMS ARE AVAILABLE.

3. TO DETERMINE, SPONSOR AND ENCOURAGE SPECIFIC EDUCATIONAL AND RECREATIONAL ACTIVITIES TO SATISFY THE NEEDS AND/OR DESIRES OF THE COMMUNITY.

4. TO ENCOURAGE THE MAXIMUM USE OF ALL PRESENT COMMUNITY FACILITIES.

5. TO EMPHASIZE THE IMPORTANCE OF HIRING QUALIFIED PERSONNEL TO OPERATE THE PROGRAM.

6. TO PROMOTE THE COMMUNITY EDUCATION CONCEPT TO THE COMMUNITY.

7. TO BE AN ACTIVE ADVISORY COUNCIL.

ARTICLE IV - POLICIES

SECTION 1 - ALL ACTIVITIES SHALL HAVE THE SUPPORT OF THE BOLD ADVISORY COUNCIL.

SECTION 2 - THIS ORGANIZATION SHALL MAKE FINANCIAL REPORTS TO ITS FUNDING AGENCIES UPON REQUEST.

SECTION 3 - ANY MEMBER MISSING THREE CONSECUTIVE MEETINGS OF THE COUNCIL WILL BE SUBJECT TO REPLACEMENT. THE DIRECTOR SHALL NOTIFY THE MEMBER IN WRITING.

SECTION 4 - TERM OF OFFICE

A. VOTING MEMBERS SHALL SERVE A TERM OF THREE YEARS.

SECTION 5 - NEWLY SELECTED COUNCIL MEMBERS SHALL BEGIN SERVING THEIR TERM OF OFFICE AT THE REGULAR SEPTEMBER MEETING OF THE ADVISORY COUNCIL, OR ON SUCH OTHER DATE AS IS AGREEABLE WITH THE MEMBERS OF THE ADVISORY COUNCIL.

SECTION 6 - A VOTING MEMBER, WHOSE TERM IS NEAR EXPIRATION, MAY SUBMIT HIS OR HER NAME FOR CONSIDERATION OF ANOTHER TERM.

ARTICLE V - POWERS OF THE ADVISORY COUNCIL

THE ADVISORY COUNCIL SHALL HAVE POWER:

SECTION 1 - AT ITS FIRST MEETING, TO ELECT A CHAIRPERSON, VICE-CHAIRPERSON AND A SECRETARY, WHO SHALL SERVE UNTIL THE FIRST ANNUAL MEETING OF THE ADVISORY COUNCIL. THEREAFTER SUCH OFFICERS SHALL BE ELECTED EACH YEAR AT REGULAR MEETINGS OF THE ADVISORY COUNCIL HELD DURING THE MONTH OF SEPTEMBER, OR SUCH OTHER DATE AS IS AGREEABLE TO THE MEMBERS OF THE ADVISORY COUNCIL.

SECTION 2 - TO ADOPT BY-LAWS, COMPLETE AN ORGANIZATION AND FORMULATE SUCH OTHER OPERATING RULES AND PROCEDURES AS MAY BE USEFUL, DESIRABLE AND NECESSARY TO PERMIT IT TO FUNCTION AS A COMMITTEE INTENDED TO RECOMMEND ESSENTIAL MATTERS INCLUDING BUT NOT LIMITED TO PERSONNEL PAY SCALES, SALARIES, FEES AND CHARGES, BUDGETING AND PROGRAMMING, ASSOCIATED WITH THE OPERATION OF THE COMMUNITY EDUCATION PROGRAM TO SPONSOR, AS SET FORTH BELOW.

SECTION 3 - TO RECOMMEND THAT THE COMMUNITY EDUCATION DIRECTOR AND ISD #2534 MAKE APPLICATION FOR STATE AND FEDERAL FUNDS AVAILABLE FOR THE PURPOSE HEREOF PURSUANT TO ANY FEDERAL OR STATE LEGISLATION WHICH MAY NOT BE IN EXISTENCE SO MAY BE ENACTED HEREAFTER BY THE CONGRESS OF THE UNITED STATES OR BY THE STATE OF MINNESOTA FOR THE BENEFIT OF THE COMMUNITIES, THEIR CITIZENS THE SCHOOL DISTRICT, ITS TEACHERS AND PUPILS RESIDENT THEREIN.

SECTION 4 - THE COMMUNITY EDUCATION ADVISORY COUNCIL, REPRESENTATIVE OF THE RESIDENTS OF THE COMMUNITIES AND THE CULTURAL, SOCIAL, CIVIC AND EDUCATIONAL RESOURCES THEREOF, MAY MAKE RECOMMENDATIONS TO THE SCHOOL BOARD CONCERNING PROGRESS AND OPERATION OF THE COMMUNITY EDUCATION PROGRAM IN ORDER THAT THE GENERAL PURPOSE OF THIS AGREEMENT MAY BE ACCOMPLISHED. SUCH AUTHORITY AND RESPONSIBILITY THAT MAY BE GRANTED TO THE ADVISORY COUNCIL INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:

1. TO DETERMINE THE TYPES OF PROGRAM DESIRED BY THE RESIDENTS OF THE COMMUNITIES AND TO RECOMMEND THAT THE ADVISORY COUNCIL ESTABLISH SUCH PROGRAMS.
2. TO COLLECT AND DISSEMINATE INFORMATION CONCERNING THE COMMUNITIES NEEDS AND RESOURCES.
3. TO COOPERATE FOR THE PROMOTION OF GOOD HUMAN RELATIONS AND CONTINUED DEVELOPMENT OF COMMUNITY EDUCATION PROGRAM ACTIVITIES.
4. TO WORK WITH THE COMMUNITY EDUCATION DIRECTOR IN THE ORGANIZATION OF COMMUNITY SCHOOL ACTIVITIES AND TO PROMOTE THE OBJECTIVES OF THE COMMUNITY EDUCATION PROGRAM IN THE COMMUNITIES.
5. TO MAKE RECOMMENDATIONS TO THE COMMUNITY EDUCATION DIRECTOR RELATING TO THE ADMINISTRATION OF THE COMMUNITY EDUCATION PROGRAM.

SECTION 5 - TO RECOMMEND TO THE COMMUNITY EDUCATION DIRECTOR AND SCHOOL BOARD THE CONTENTS OF THE COMMUNITY EDUCATION PROGRAM AND TO RECOMMEND WHICH OF ITS RESOURCES, FACILITIES AND PERSONNEL SHOULD BE MADE AVAILABLE TO THE COMMUNITY EDUCATION PROGRAM IN ORDER THAT THE GENERAL PURPOSE OF THIS AGREEMENT MAY BE ACCOMPLISHED.

SECTION 6 - TO RECOMMEND SUCH OTHER MATTERS AS ARE DETERMINED BY IT TO BE IN THE INTERESTS OF THE COMMUNITY EDUCATION PROGRAM IN ORDER THAT THE GENERAL PURPOSE OF THIS AGREEMENT MAY BE ACCOMPLISHED.

SECTION 7 - TO RECOMMEND TO THE SCHOOL BOARD, A PROGRAM OF PUBLIC INFORMATION CONCERNING THE COMMUNITY EDUCATION PROGRAM.

ARTICLE VI - OFFICERS AND THEIR ELECTION

SECTION 1 - A. THE OFFICERS OF THIS ORGANIZATION SHALL BE A CHAIRPERSON, VICE-CHAIRPERSON, AND SECRETARY.

B. OFFICERS SHALL BE ELECTED ANNUALLY IN THE MONTH OF SEPTEMBER AND SHALL ASSUME THEIR OFFICIAL DUTIES IN OCTOBER. THEY SHALL SERVE FOR A TERM OF ONE YEAR AND/OR UNTIL THEIR SUCCESSORS ARE ELECTED.

ARTICLE VII - DUTIES OF OFFICERS

SECTION 1 - THE CHAIRPERSON SHALL PRESIDE AT ALL MEETINGS OF THE ORGANIZATION.

SECTION 2 - THE VICE-CHAIRPERSON SHALL ACT AS AID TO THE CHAIRPERSON, AND SHALL PERFORM THE DUTIES OF THE CHAIRPERSON IN THE ABSENCE OF THAT OFFICER.

SECTION 3 - THE SECRETARY SHALL APPROVE THE OFFICIAL MINUTES OF EACH MEETING WHICH ARE SUBMITTED BY THE EX-OFFICIO SECRETARY. THE EX-OFFICIO SECREATRY SHALL KEEP ACCURATE RECORDS OF ALL MEETINGS OF THE ORGANIZATION.

ARTICLE VIII - MEMBERSHIP

SECTION 1 - IN SO FAR POSSIBLE, MEMBERS OF THE BOLD COMMUNITY EDUCATION ADVISORY COUNCIL SHOULD BE SELECTED SO THAT VARIED SECTORS OF THE COMMUNITIES AND SCHOOL DISTRICT IS REPRESENTED. WHEN POSSIBLE TO HAVE AS VOTING MEMBERS MINIMUM OF FOUR REPRESENTATIVES OR A MAXIMUM OF FIVE FROM THE COMMUNITIES OF BIRD ISLAND AND OLIVIA AND TWO REPRESENTATIVES FROM LAKE LILLIAN. THE MAXIMUM COUNCIL MEMBERS WILL BE ELEVEN.

SECTION 2 - MEMBERS OF THE BOLD COMMUNITY EDUCATION ADVISORY COUNCIL SHALL BE ELECTED ON THE BASIS OF:

A. EXPRESSED INTERESTS IN THE COMMUNITY EDUCATION PROGRAM

B. LEADERSHIP POTENTIAL

C. SINCERE INTERESTS IN PROMOTING THE PHILOSOPHY OF COMMUNITY EDUCATION IN THE CITIES AND SCHOOL DISTRICT OF BIRD ISLAND-OLIVIA - LAKE LILLIAN.

D. TO MAKE RECOMMENDATIONS TO THE COMMUNITY EDUCATION DIRECTOR RELATING TO THE ADMINISTRATION OF THE COMMUNITY EDUCATION PROGRAM.

SECTION 3 - THE SUPERINTENDENT OF SCHOOLS, COMMUNITY EDUCATION DIRECTOR, OLIVIA CITY ADMINISTRATOR, ONE CITY COUNCIL MEMBER FROM EACH OF THE THREE COMMUNITIES, AND ONE MEMBER OF THE ISD #2534 SCHOOL BOARD SHALL SERVE AS EX-OFFICIO MEMBERS.

ARTICLE IX - MEETINGS

SECTION 1 - REGULAR MEETINGS SHALL BE HELD FOUR TIMES A YEAR. ADDITIONAL MEETINGS MAY BE SCHEDULED AT THE DESCRETION OF THE COMMUNITY EDUCATION DIRECTOR. WRITTEN NOTICE WILL BE GIVEN AS TO THE TIME AND PLACE OF THE MEETINGS.

SECTION 2 - A QUORUM SHALL CONSIST IF SIX MEMBERS OF THE COMMITTEE ARE PRESENT FOR A SCHEDULED MEETING.

ARTICLE X - AMENDMENTS

SECTION 1 - THESE BY-LAWS MAY BE AMENDED AT ANY REGULAR MEETING OF THE COUNCIL BY A TWO-THIRDS VOTE OF THE MEMBERS PRESENT AND VOTING, PROVIDING NOTICE OF THE PROPOSED AMENDMENT SHALL HAVE BEEN GIVEN AT THE PREVIOUS MEETING.

SECTION 2 - A COMMITTEE MAY BE APPOINTED TO SUBMIT A REVISED SET OF BY-LAWS AS A SUBSTITUTE FOR THESE BY-LAWS BY A TWO-THIRDS VOTE OF THE COUNCIL.

SECTION 3 - AFTER APPROVAL BY A TWO-THIRDS VOTE AT A MEETING OF THE COUNCIL, ALL AMENDMENTS OR REVISIONS SHALL BECOME EFFECTIVE.

Adopted: ~~10-24-2011~~ 09-22-2025

Revised: ~~9-20-21~~ 06-19-2024

MSBA/MASA Model Policy 532
Orig. 2003
Rev. ~~2019~~2024

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

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

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

A. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.

B. “Emergency” means a situation where immediate intervention is needed to protect a child or other individual from physical injury.

C. “Peace officer” means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term “peace officer” includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

D. "Physical holding" means physical intervention intended to hold a child immobile or limit a child's movement, where body contact is the only source of physical restraint, and where immobilization is used to effectively gain control of a child in order to protect a child or other individual from physical injury.

[NOTE: This definition is added to provide clarity for discussion of physical holds later in this policy and in light of recent Minnesota legislative action.]

E. The phrase “remove the student from school grounds” is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.

F. ~~Police liaison officer” is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency who is licensed by the board of Peace Officer standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term “peace office “ includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.~~ “School Resource Officer” means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer’s regular responsibilities through the terms of a contract entered between the peace officer’s employer and the designated school district or charter school.

[NOTE: The 2024 Minnesota legislature enacted this definition of “school resource officer.” MSBA deleted the definition of “police liaison officer” as part of this change. School districts should use the term that reflects their local circumstances.]

G. “Student with an IEP” or “the student” means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

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

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the ~~police liaison~~ school resource officer or a peace officer.

B. Removal By School Resource Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the school resource officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration

by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

[NOTE: If the school district uses a different reference name for its student records policy, insert that name in place of the reference to Protection and Privacy of Pupil Records, which is the title of MSBA/MASA Model Policy 515.]

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

1. In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the ~~police liaison~~ school resource ~~–~~officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

2. In removing a student with an IEP from school grounds, ~~police liaison~~ school resource officers and school district personnel are further prohibited from engaging in the following conduct:

   a. Corporal punishment prohibited by Minnesota Statutes, section 121A.58;

   b. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;

   c. Totally or partially restricting a child's senses as punishment;

   d. Denying or restricting a child's access to equipment and devices such as walkers, wheelchairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;

e. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes, 626.556 ~~chapter 260E;~~

f. Physical holding (as defined above and in Minnesota Statutes, section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;

g. Withholding regularly scheduled meals or water; and/or

H. Denying a child access to toilet facilities.

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ

those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minnesota Statutes, section 125A.0942, subdivision 5, and otherwise comply with the requirements of section 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67 ~~Subd. 2~~ (~~Aversive and Deprivation Procedures~~ Removal by Police Officer)
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education ~~Improvement~~ Act ~~of 2004 (IDEA)~~)
34 C.F.R. § 300.535 (~~Referral to and Action by Law Enforcement and Judicial Authorities~~ IDEA Regulation Regarding Involvement of Law Enforcement)

Cross References:
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

Adopted: ~~07-24-17~~ 09-22-2025 MSBA/MASA Model Policy 533
Orig. 2005
Revised: 06-25-2022 Rev. 2022

533 WELLNESS

[NOTE: All school districts that participate in the National School Lunch and School Breakfast Programs are required by the Healthy, Hunger-Free Kids Act of 2010 (Act) to have a wellness policy that includes standards and nutrition guidelines for foods and beverages made available to students on campus during the school day, as well as specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. The Act requires the involvement of parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the public in the development, implementation, and periodic review and update of the wellness policy. The Act also requires a plan for measuring implementation of the policy and reporting wellness policy content and implementation issues to the public, as well as the designation of at least one person charged with responsibility for the implementation and oversight of the wellness policy to ensure the school district is in compliance with the policy.]

I. PURPOSE

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum local, state, and federal standards.

II GENERAL STATEMENT OF POLICY

A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.

B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.

D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.

E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

[NOTE: The Act requires that wellness policies include goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness.]

A. Nutrition Promotion and Education

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:

   a. offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;

   b. part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and

   c. enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.

2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching television;

2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and

3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

C. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.

2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.

3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

IV STANDARDS AND NUTRITION GUIDELINES

[NOTE: The Act requires that school districts have standards, selected by the school district, for all foods available on the school campus during the school day with the objective of promoting student health and reducing childhood obesity. For foods and beverages sold to students during the school day on school campus, the Act requires that school districts also have nutrition guidelines.]

A. School Meals

[NOTE: The Act specifically requires that the wellness policy contain standards and nutrition guidelines for all foods and beverages sold to students during the school day that are consistent with the meal requirements for lunches and after-school snacks set forth in 7 Code of Federal Regulations, section 210.10 and the meal requirements for breakfasts set forth in 7 Code of Federal Regulations, section 220.8.]

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.

2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.

3. Food service personnel will try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning.

4. Food service personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.

5. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.

6. Food service personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.

7. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.

8. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.

9. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

10. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.

2. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.

2. All competitive foods will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.

3. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

D. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:

a. Celebrations and parties. The school district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.

[NOTE: Healthy party ideas are available from the USDA.]

b. Classroom snacks brought by parents. The school district will provide to parents a list of suggested foods and beverages that meet Smart Snacks nutrition standards.

2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment.

3. Fundraising. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas.

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.

2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

[NOTE: The Act requires that local school wellness policies identify the position of the local education agency or school official(s) responsible for the implementation and oversight of the local school wellness policy.]

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.

2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

[NOTE: The Act requires a description of the manner in which parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public are provided an opportunity to participate in the development, implementation, and periodic review and update of the local school wellness policy.]

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health

professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.

2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

[NOTE: The Act requires a description of the plan for measuring the implementation of the local school wellness policy.]

1. After approval by the school board, the wellness policy will be implemented throughout the school district.

2. The school district will post its wellness policy on its website, to the extent it maintains a website.

[NOTE: Per Minnesota Statutes, section 121A.215, when available, a school district must post its current local school wellness policy on its website.]

B. Annual Reporting

NOTE: The Act requires that school districts inform the public about the content and implementation of the local wellness policy and make the policy and any updates to the policy available to the public on an annual basis.]

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

[NOTE: The Act requires a triennial assessment of schools' compliance with the wellness policy. The Act also requires school districts to inform the public about progress toward meeting the goals of the wellness policy by making the triennial assessment available to the public in an accessible and easily understood manner.]

1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:

   a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;

   b. the extent to which the school district's wellness policy compares to model local wellness policies; and

c. a description of the progress made in attaining the goals of the school district's wellness policy.

2. The Wellness Coordinator will be responsible for conducting the triennial assessment.

3. The triennial assessment report shall be posted on the school district's website or otherwise made available to the public.

D. Recordkeeping

[NOTE: The Act requires school districts to retain records to document compliance with the requirements of 7 Code of Federal Regulations, section 210.30.]

The school district will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The school district's written wellness policy.

2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.

3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References:
Minn. Stat. § 121A.215 (Local School District Wellness Policy; Website)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Local Resources:
Minnesota Department of Education, www.education.state.mn.us
Minnesota Department of Health, www.health.state.mn.us
County Health Departments
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

Adopted: October 27, 2025 ~~March 23, 2020~~ *MSBA/MASA Model Policy 535*

Orig. 2019

Revised: 05-16-2024 *Rev. 2024*

535 SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

II. GENERAL STATEMENT OF POLICY

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

III. DEFINITIONS

A. Handler

A "handler" is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, "handler" means the person who cares for and supervises the animal on that individual's behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

B. Service Animal

A "service animal" is a dog (regardless of breed or size) or miniature horse that is individually trained to perform "work or tasks" for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual's disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

C. Trainer

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

D. Work or Tasks

1. "Work or tasks" are those functions performed by a service animal.

2. Examples of "work or tasks" include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.
3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school- sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.

B. It is an unfair discriminatory practice to prohibit ~~a~~ person with a disability from taking a service animal into the public place or conveyance to aid persons with disabilities, and if the service animal is properly harnessed or leashed so that the person with a disability may maintain control of the service animal.

C. The school district shall not require a person with a disability to make an extra payment or pay an additional charge when taking a service animal into any school district building.

[NOTE: The 2024 Minnesota legislature revised Minn. Stat. 3631.19, as reflected in Paragraphs B. and C.]

D. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:

1. Is the service animal required because of a disability; and
2. What work or tasks is the service animal trained to perform.

E. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.

F. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

A. The service animal must be required for the individual with a disability.

B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.

C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

D. The service animal must be housebroken.

E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.

F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.

G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.

H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. School district employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.

B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.

C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:

1. Any of the requirements described in Part V., above, are not met.
2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or
4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.

B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;

B. Whether the handler has sufficient control of the miniature horse;

C. Whether the miniature horse is housebroken; and

D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

IX. ALLERGIES; FEAR OF ANIMALS

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

XII. LIABILITY

A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.

B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

Legal References: Section 504 of the Rehabilitation Act of 1973
28 C.F.R. § 35.104 (ADA Regulations)
28 C.F.R. § 35.130(b)(7) (ADA Regulations)
28 C.F.R. § 35.136 (ADA Regulations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
Minn. Stat. § 256C.02 (Public Accommodations)
Minn. Stat. § 363A.19 (Discrimination Against Disabilities Prohibited)
Minn. Stat. § 609.226 (Harm Caused by Dog)
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

Cross References: MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

APPROVAL REQUEST FORM FOR USE OF A SERVICE ANIMAL

Please turn in your request to the Superintendent

Student/Employee Name: _____ Date: _____

Parent or authorized representative name(s) and contact information *(please include email, phone number, and address)*: _____

_____

Building: _____

Type of service animal: _____

Name of service animal: _____ Name of handler: _____

Is the service animal required because of a disability: _____

_____

What work or tasks is the service animal trained to perform: _____

_____

_____

Checklist for Completion of Form

Attached is documentation that the service animal is:

_____ Properly licensed

_____ Properly and currently vaccinated

I have read and understand the School District's policy regarding service animals and will abide by the terms of the policy.

I understand that if my service animal: is out of control and/or the animal's handler does not effectively control the animal's behavior; is not housebroken or the animal's presence or behavior fundamentally interferes in the functions of the School District; or behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a direct threat to the health and safety of others that cannot be eliminated by reasonable modifications, the School District has the discretion to exclude or remove my service animal from its property.

I agree to be responsible for any and all damage to School District property, personal property, and any injuries to individuals caused by my service animal. I agree to indemnify, defend, and hold harmless the School District, its school board members, administrators, employees, and agents, from and against any and all claims, actions, suits, judgments, and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my service animal.

Superintendent Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date:_____

Employee Signature: _____ Date:_____

Note: This Registration/Agreement is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different service animal will be used.

Adopted: ~~*November 25, 2024*~~ *October 27, 2025*

MSBA/MASA Model Policy 806
Orig. 1999

Revised: ~~*June 4, 2024*~~ *June 16, 2025*

Rev. 2025

806 CRISIS MANAGEMENT POLICY

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

I. PURPOSE

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

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

II. GENERAL INFORMATION

A. The Policy and Plans

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

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

B. Elements of the District Crisis Management Policy

1. General Crisis Procedures

a. In all cases of emergency, staff are to use their best judgment in the moment, making decisions based on the immediate situation.

b. The intercom system will be used to communicate critical information to the building. Announcements will be made and repeated if possible. All staff, students, and visitors must listen carefully to these announcements and follow the instructions provided.

c. During lockdown and evacuation situations, we will follow the **ALICE** (Alert, Lockdown, Inform, Counter, Evacuate) training guidelines. These steps prioritize safety through flexibility, allowing staff and students to adjust based on the circumstances they face.

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

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

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

a. Lock-Down Procedures

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

[NOTE: Minnesota law requires a minimum of five school lock-down drills each school year. See Minnesota Statutes, section 121A.035.]

b. Evacuation Procedures

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

[NOTE: State law requires a minimum of five school fire drills, consistent with Minnesota Statutes, section 299F.30, and one school tornado drill each school year. See Minnesota Statutes section 121A.035.]

c. Sheltering Procedures

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

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

2. Crisis-Specific Procedures

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

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

[NOTE: The 2024 Minnesota legislature enacted permissive language stating that a school board "may adopt the model cardiac emergency response plan provided by" the Commissioner (as of June 4, 2024, a response plan is not yet available.]

3. School Emergency Response Teams

a. Composition

The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures,

evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator, and his or her alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office, or in a secondary location in single building school districts.

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

b. Leaders

The building administrator or his or her designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees

Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.

2. Students and Parents

Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

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

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

2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.

3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.

4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.

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

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

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

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

7. The school district will have prearranged sites for emergency sheltering and transportation as needed.

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

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

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses,

water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

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

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

D. Emergency Telephone Numbers

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

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

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

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

E. Warning and Notification Systems

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

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

F. Early School Closure Procedures

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

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

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

G. Media Procedures

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

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

H. Behavioral Health Crisis Intervention Procedures

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

1. Administrators will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. Designate specific rooms as private counseling areas.
3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.

4. Prohibit media from interviewing or questioning students or staff.

5. Provide follow-up services to students and staff who receive counseling.

6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

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

1. Physical/structural recovery.

2. Fiscal recovery.

3. Academic recovery.

4. Social/emotional recovery.

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

IV. ACTIVE SHOOTER DRILL

A. Definitions

1. "Active shooter drill" means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:

   a. a statistically significant effect on relevant outcomes based on any of the following:

      i. strong evidence from one or more well designed and well implemented experimental studies;

      ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

      iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2 developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons. An active shooter drill must not be combined or conducted consecutively with any other type of emergency preparedness drill. An active shooter drill must be accompanied by an announcement prior to commencing. The announcement must use concise and age-appropriate language and, at a minimum, inform students there is no immediate danger to life and safety.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction

through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above.

F. Active Shooter Simulations

A student must not be required to participate in an active shooter simulation. An active shooter simulation must not take place during regular school hours if a majority of students are present, or expected to be present, at the school. A parent or legal guardian of a student in grades 9 through 12 must have the opportunity to opt their student into participating in an active shooter simulation.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

   a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

   b. the importance of taking threats seriously and seeking help; and

   c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity, including providing information about the Department of Public Safety's statewide anonymous threat reporting system and any local threat reporting systems.

   [NOTE: The Minnesota legislature enacted the addition to 2.c in 2025 (Session Law Chapter 35).]

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

   a. student opportunities for leadership related to prevention and safety;

   b. encouragement and support to students in establishing clubs and programs focused on safety; and

   c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and
2. the effect of active shooter drills on the mental health and wellness of students and staff.

V. SAMPLE PROCEDURES INCLUDED IN THIS POLICY

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

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

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

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

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

B. Visitors

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

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

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

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

[NOTE: The Every Student Succeeds Act, 20 United States Code, section 6301, et seq.; Title IX, 20 United States Code, section 1681, et seq.; and the Unsafe School Choice Option, 20 United States Code, section 7912, require school districts to establish such transfer procedures.]

D. Radiological Emergencies at Nuclear Generating Plants [OPTIONAL]

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

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

Legal References: Minn. Stat. Ch. 12 (Emergency Management)

Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites
Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)

Resolution for Acceptance of Gifts

Member _____ introduced the following resolution and moved its adoption:

WHEREAS **BOLD/BLHS Dance Boosters** has generously donated to **pay for a bus to Atwater, they took this summer for a clinic, and also paid the balance for a clinician they brought to BOLD**;

WHEREAS **Al Henslin** has generously donated **$500.00 cash** to the **BOLD Athletics**;

WHEREAS **The Beverly J. Lentz Fund of Thrivent Charitable Impact & Investing** has generously donated **$3310.85** to **Elementary Music Education**;

The motion for adoption of the foregoing resolution was duly seconded by Member_____ and upon vote being taken thereon, the following voted in favor thereof:

And the following against the same:

And the following was absent:

The foregoing resolution was approved this 25th day of August, 2025.

_____
Greg Peppel, School Board Clerk

Resolution for Acceptance of Gifts

Member **Aaseth** introduced the following resolution and moved its adoption:

WHEREAS **BOLD/BLHS Dance Boosters** has generously donated to **pay for a bus to Atwater, they took this summer for a clinic, and also paid the balance for a clinician they brought to BOLD**;

WHEREAS **Al Henslin** has generously donated **$500.00 cash** to the **BOLD Athletics**;

WHEREAS **The Beverly J. Lentz Fund of Thrivent Charitable Impact & Investing** has generously donated **$3310.85** to **Elementary Music Education**;

The motion for adoption of the foregoing resolution was duly seconded by Member **Clouse** and upon vote being taken thereon, the following voted in favor thereof: Aaseth, Peppel, Benson, Clouse, Sheehan and Frank

And the following against the same: None

And the following was absent: None

The foregoing resolution was approved this 25th day of August, 2025.

Greg Peppel, School Board Clerk

BOLD Public Schools

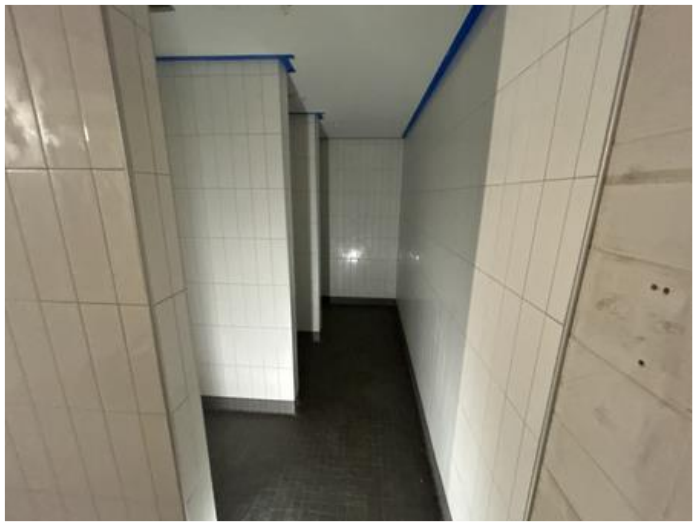
CONSTRUCTION UPDATE | September 22, 2025



CONSTRUCTION UPDATE | September 22, 2025

Bird Island Renovations





LOCKER ROOM & DANCE GYM

Ongoing Work

- Tile is 100%
- Air Handling Unit Installed
  - Startup is early October
- Drywall is 90% Complete
  - Joist lead time delay

Up Next

- Joist is to arrive the week of 10/6
  - Finishes to follow/completed by 11/8

nexus SOLUTIONS®

CONSTRUCTION UPDATE | September 22, 2025

Bird Island Renovations



N CORRIDOR & SOUTH BUILDING

Ongoing Work

- Panel Retrofit is complete
- Modular Air handler is Installed
- Dance Gym floor installed
- Footing Excavated for column

Up Next

- Roofing Prep
- Joist & Column Installation

nexus SOLUTIONS®

CONSTRUCTION UPDATE | September 22, 2025

Olivia Renovations





STORM SHELTER

Ongoing Work

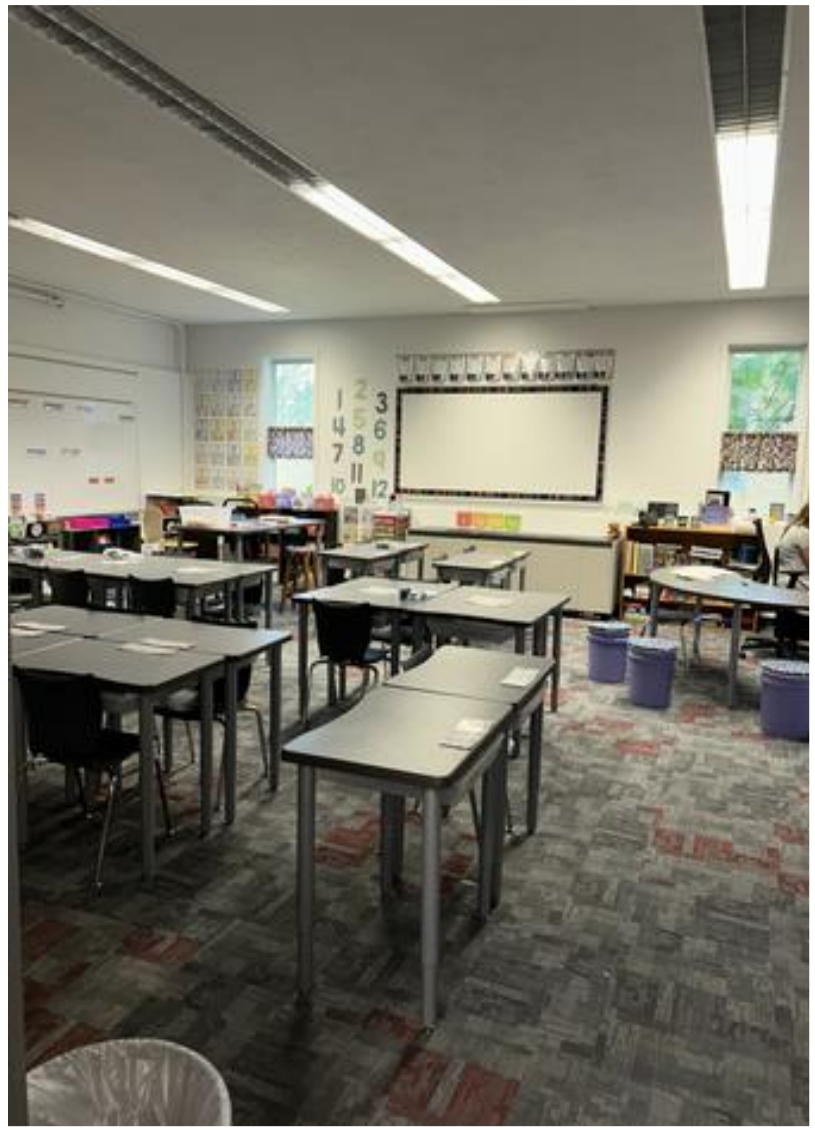
- Street paving
- Grass Restoration
- Final Punchlist

nexus SOLUTIONS®

CONSTRUCTION UPDATE | September 22, 2025

Olivia Renovations





ELEMENTARY SCHOOL WING

Ongoing Work

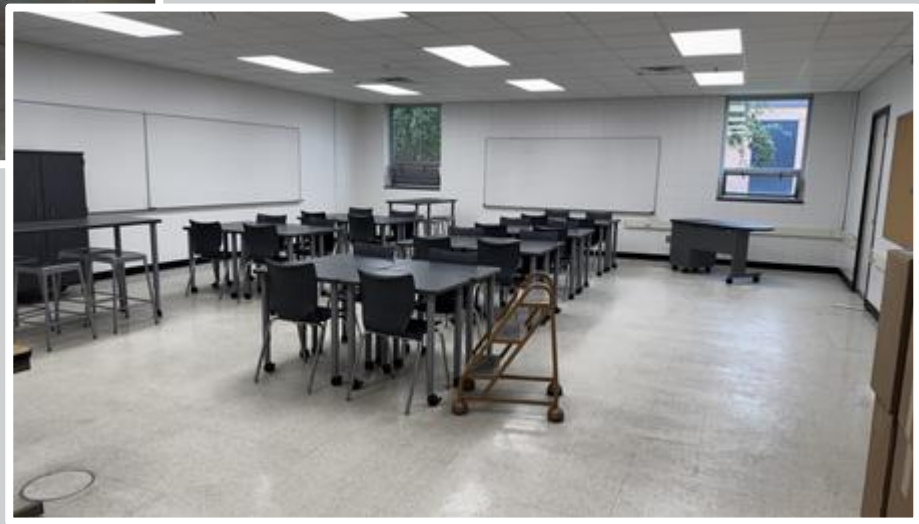
- Punchlist items being addressed
- HVAC items being addressed

nexus SOLUTIONS®

CONSTRUCTION UPDATE | September 22, 2025

Olivia Renovations





HIGH SCHOOL WING

Ongoing Work

- Welding shop Paint 100%
- Completing HVAC Work
- Final punch List

nexus SOLUTIONS®

CONSTRUCTION UPDATE | September 22, 2025

Olivia Renovations



FRONT ENTRANCE

Ongoing Work

- Steel erection 40%
- Column Footings have been excavated
- Soil correction is 25%

Up Next

- Fuel Tank Removal
- Footings & Foundations
- Utility Work
- Underground work

nexus SOLUTIONS®

CONSTRUCTION UPDATE | September 22, 2025

Olivia Renovations





1922 Building Demo and New Addition (Area D)

Ongoing Work

- Building demo is Complete
- Footings & Foundations to begin 9/29

nexus SOLUTIONS®

Superintendent Board Report
BOLD Public Schools
September 22, 2025

- **Gratitude:**
  - Teachers
    - Kinder: Nichole Baumgartner/Susan Henriksen, 1st: Trisha Neubauer/Angela Klein, 4th Rhonda Schmieg/Tami Steffel, 7th, hs sped, paras
  - OPD
  - Superior bus drivers

- **General Updates:**
  - Health and Wellness Committee
  - Secondary Sparsity Revenue
    - BOLD $18K (602 ADM)
    - RCW $140 K (503 ADM)
    - BLHS $180K (419 ADM)

- **Legislative Updates:**
  - Minnesota Paid Leave starts January 1, 2026
    - Quick Facts Link

- **Facilities Updates:**
  - Construction
    - See attached documents
      - Construction progress
      - expenditures/balance
  - Fire Alarm

- **Community Engagement**
    - FM Bank
    - Renville Register
    - BLHS Superintendent
    - Community Ed. Board meeting
    - BOLD Varsity Volleyball
    - FM Bank Mixer

- **Working on**

- Will be negotiating teacher and district office staff contracts
- EMC Insurance Claim/missed deadline
    - Working with Paul Johannes and Eide Bailly, our forensic auditor
        - No charges filed yet/still investigating
- Health and Wellness Committee Oct. 9 @ 4pm
- Academics Committee
- Strategic Plan Committee

Superintendent Board Report
BOLD Public Schools
August 25, 2025

- **Gratitude:**
    - BOLD staff

- **General Updates:**
    - We will be ready to roll on Sept. 2nd

- **Legislative Updates:**
    - Met with Bob from MREA who made me aware of monthly calls I can join to receive legislative updates
        - Bob also encouraged the board and me to attend the MREA conference in January

- **Facilities Updates:**
    - Construction
        - See attached documents
            - Construction progress
            - expenditures/balance
        - Abatement bid
            - Titan Environmental wond the bid
        - School readiness
            - Gerry got projectors/tvs in rooms
            - Custodians got pallets delivered to classrooms
            - Teachers got rooms set up
            - Principals were running around supporting everyone

            - Admin assist duantlessly worked in the sauna to assist with registrations, communications, etc.
        - Flooding
        - Parking

- **Community Engagement**
    - Hometown Bank former student Parker wants to start a chess club at BOLD
    - Paraguayan conversations with Just Coffee folk
    - Moved to Bird Island
        - Cultural Center
        - Farmer's Market
    - Olivia Hospital and Clinic tour

- **Working on**
    - Will be negotiating teacher and district office staff contracts
    - EMC Insurance Claim
        - Working with Paul Johannes and Eide Bailly, our forensic auditor
            - No charges filed yet/still investigating
    - Nexus meetings/walk throughs
    - Building superintendent network
    - SWWC training
    - Back to school planning
    - Meeting staff
    - Identifying communication gaps
        - Nexus and Facilities Committee
    - Will be working with Baker Tilly and Nicole V. on budget analysis and forecasting
    - Learning from staff

Superintendent Board Report
BOLD Public Schools
July 28, 2025

- **Gratitude:**
    - Board members
    - District Office staff/Admin.

- Custodial staff
- Cooking staff
- Migrant program staff
- Nexus project management and crews
- BOLD community

- **General Updates:**
  - Proposing to start school on Sept. 2nd
    - Staff need more time to prepare for students
    - Staff will still come in on the regularly scheduled date

- **Legislative Updates:**
  - **Letter to House and Senate**
    - **Title I, Part C – Migrant Education State Grants**
    - **Title II, Part A – Supporting Effective Instruction State Grants**
    - **Title III, Part A – English Language Acquisition Grants**
    - **Title IV, Part A – Student Support and Academic Enrichment Grants**
    - **Title IV, Part B – 21st Century Community Learning Centers**

- **Facilities Updates:**
  - Construction
    - Staff ideas for walls in BI building
      - Data Sheet
    - See attached photos
  - Progress Update:
    - Notes
- **Community Engagement**
  - Met librarians from the 3 public libraries of BOLD
  - Met the good people of East Side Casey's
  - Met the good people of West Side Casey's
  - Met the wise old guys or old wise guys at the gas station in Lake Lillian
    - Very concerned about cell phones in schools
  - Met with the morning patrons of the Chatterbox
  - Met with morning patrons of the Shell Station in Bird Island
  - Met some guys at the Cenex station in Olivia
  - Participated in Kris Krafka's book club at Nester Park on July 16th

        - We are reading *The Anxious Generation,* by Jonathan Haidt
    - Attended the Hometown Bank Luau
    - Attended the dinner theatre
    - Attended the Corn Capital Days parade (with t shirt!)
    - Introduced myself to people at
        - B &D Market
        - ACTS thrift store
        - Hometown Bank
- **Working on**
    - Negotiated contract agreements to be sent to legal for language check
        - Paras
        - Food service
        - Admin. Asst.
        - Custodians
    - EMC Insurance Claim
        - Working with Paul Johannes and Eide Bailly, our forensic auditor
    - Nexus meetings/walk throughs
    - Building superintendent network
    - SWWC training
    - Back to school planning
    - Meeting staff
    - Learning the ropes
    - Identifying communication gaps
    - Learning from staff

BOLD Elementary School Board Reports

[BOLD Public School Strategic Plan 2022-2025]

Mission Statement
"The mission of the BOLD School District is to:
Provide all learners in the BOLD community an education designed to develop the creativity, character, confidence, and skills essential to flourish in a changing global society."

Vision Statement
The BOLD School District: United to achieve excellence and expecting the best – Be BOLD.

September 2025

ACHIEVEMENT & OPPORTUNITY

GOAL: Build a diverse range of academic and extracurricular opportunities that the BOLD community can access.

PBIS expectations:

- Every year, we review different areas of the school. This year, the PBIS team decided that they wanted students to create videos of the expectations for the Hallway, Classroom, Playground, and Bathrooms. The 5th and 6th-grade students made some fun and informative videos, which were shared with the entire Elementary! What great role models!

During the FIRST week of school, I was impressed with this group of 4th-graders who were using the New Breakout Space!

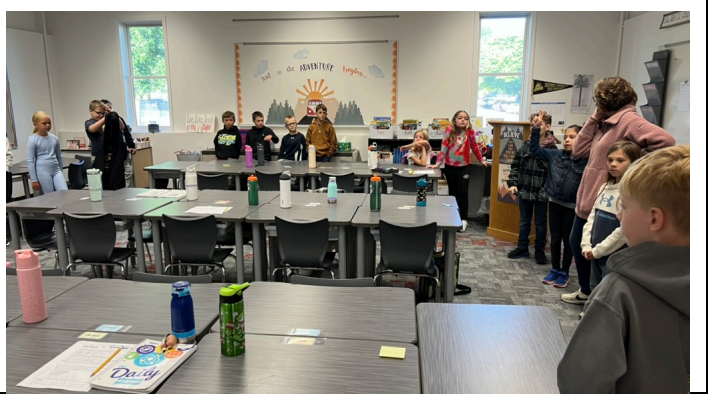




Quick thinking:
4th graders were forced to end recess quickly because of lightning. With nowhere to go for recess, Mrs. Solem invited them into the Kindergarten PE class. They were a great help to young friends!

Human Connection

- Morning Meeting is a time for students and teachers to get to know each other, build trust, and make connections.



RECRUITMENT & RETENTION

GOAL: Build an environment in which our employees thrive. Hire, train, and retain high quality staff.

Early Release Days:

- Paras receive one hour of professional learning and support from a SWWC-contracted staff member
- Teachers are working through their second and last year of LETRS training

STEAM/Coaching

- Sarah Iverson is our STEAM teacher this year. One day per week, she works with teachers, supporting them with curriculum implementation, classroom management tools, or "just a different viewpoint on something."

Staff Health Training

- Our school nurse, Tabitha Harazin, provided training to all staff on EpiPen use and procedures.

SAFETY & WELLNESS

GOAL: Build an environment that prioritizes safety by promoting physical and mental wellness for all.

Dismissal processes

- Going great; I have been impressed with how smooth the year has started

Pikmykid

- Dismissal software: This program will help with communication and notifications of student dismissal procedures and changes.

FACILITIES & MAINTENANCE

GOAL: Build a facilities plan to help maintain and enhance our educational and technological infrastructure.

Before and After photos of the Elementary Hallway





ENROLLMENT

Grade	AUG	SEPT
K	42	40
1	51	49
2	32	31
3	49	47
4	52	55
5	35	34
6	37	36
ELEM TOTAL	298	292

BOLD High School Board Report

BOLD Public School Strategic Plan 2022-2025

Mission Statement
"The mission of the BOLD School District is to:
Provide all learners in the BOLD community an education designed to develop the creativity, character, confidence, and skills essential to flourish in a changing global society."

Vision Statement
The BOLD School District: United to achieve excellence and expecting the best – Be BOLD.

BOLD Pillars of Engagement
Engaged BOLD students are: problem solvers, feel respected and respect others, are empathetic human beings, and engaged BOLD students want to learn, they are responsible and take ownership of their learning.

September 2025 Report

ACHIEVEMENT & OPPORTUNITY GOAL: Build a diverse range of academic and extracurricular opportunities that the BOLD community can access.	❖ 25-26 Attendance and Behaviors ❖ REACH has over 40 students, two high school sections and one 7-8 section. Two REACH advisors and a group of 10 students will be attending a REACH conference at the end of September. ❖ It's Homecoming Week! Dance on the 20th, coronation on the 22nd during lunch,, home volleyball and Peach Fuzz on the 23rd, and Powder Puff game, pep fest, and football game on Friday. ❖ MNMTSS Cohort. We have a team attending this training COMPASS Pathways: Minnesota Multi-tiered System of Supports (MnMTSS) ❖ MCA Results: 24-25 MCA Results ❖ Senior Meetings: We have started formal senior meetings this. Students will be meeting with Mr. Correa to go over their senior year planning, post-high school plans, and other concerns. ❖ New student meetings. We set up meetings with all new students this year, including incoming St. Mary's students. I was able to meet with almost every student and their parents. The meetings were a success!
RECRUITMENT & RETENTION GOAL: Build an environment in which our employees thrive. Hire, train, and retain high-quality staff.	❖ We need a special education teacher. ❖ PLCs had their first meeting. We have four cohorts who will be exploring literacy, behavior, critical thinking, and AI/critical thinking as it pertains to improving student achievement. ❖ Building a Climate & Culture Committee
SAFETY & WELLNESS GOAL: Build an environment that prioritizes safety by promoting physical and mental wellness for all.	❖ Route changes for safety
FACILITIES & MAINTENANCE	❖ Shop not complete.

GOAL: Build a facilities plan to help maintain and enhance our educational and technological infrastructure.	

High School Enrollment Report K-12 Enrollment by Month 7-12 Enrollment by Month

Grade	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
7		64								
8		52								
9		45								
10		56								
11		47								
12		50								
Total	300	314								

BOLD Activities Report – 9/22/25

1. SPONSORSHIPS

A. Score Vision & FB Field Scoreboard

i. We have added a 4th sponsor to our Score Vision Scoreboards in the Olivia Large Gym. We will bring in $8,000 in advertising revenue this year and our service fee for Score Vision is $6,000. Since we moved basketball to Bird Island, we have added a static logo at the bottom of the football field scoreboard as a component of this advertising.

B. Hudl Advertising

i. We are working to add more advertisers to our Hudl livestreams. Last year we brought in $12,000 through advertising to help cover our Hudl bill each year, which is $16,000. We are trying to add 2-4 additional advertisers that would bring in an additional $3,000 each. This could cover the total cost for Hudl, and generate revenue for the athletic department that could be used for upgrades to facilities/equipment as they arise. We may also be able to add two additional cameras that would go at our off site baseball and softball fields. New cameras would be contingent upon our ability to sell at least 3 additional advertisers.

2. WRESTLING COOP

A. There has been no discussion of creating a wrestling co-op between BOLD and another school to date. In order to form a co-op we would need to have an agreement in place with another school, and approval from both schools' conferences and approval from the region committee for the respective section the new co-op wishes to participate in at least 30 days prior to the first day of practice for that season. This means that all of this application material, and all of the discussion with another school to establish the co-op, would need to be in the hands of the MSHSL by October 17, 2025. I see no realistic way that this can get done in that time frame.

B. Since this request is coming to me second hand, from sources that have not spoken to me, but to members of our school board, I do not know which other school(s) the co-op should be considered with. I do know that Redwood Valley dropped their co-op with Cedar Mountain last year so that their program could participate in class A wrestling. There is an existing co-op between RCW, MACCRAY, and YME that already exists and teeters on the line between class A and class AA. The co-op between BLHS and Hutchinson practices in Hutch, which means that if we sent our wrestlers there they would be arriving on site at 4 PM for practices. ACGC has been suggested by some families in the past, but that situation is similar. However, because of their 4-day week, it might work out that our students could get there when practice starts. Willmar would be the best fit, but I have not had any conversation with their AD about forming a co-op for wrestling to this point.

3. FALL NUMBERS

A. Cross Country:
   i. Grades 9-12 = 9 Registrations
      1. +1 BLHS Participant
   ii. Grades 7-8 = 2 Registrations
      1. + 0 BLHS Participants

B. Volleyball:
   i. Grades 9-12 = 29 Registrations
      1. Varsity = 16 Players Rostered
      2. JV = 8 Players Rostered
      3. C-squad = 12 Players Rostered
   ii. Grades 7-8 = 31 Registrations

C. Football:
   i. Grades 9-12 = 39 Registrations
      1. Varsity = 37 Players Rostered
      2. JV = 25 Players Rostered
   ii. Grades 7-8 = 24 Registrations

Community Ed - Advisory Report
9/15/25

REMIND:
- 83 People Have Joined Our Remind Texting Group

FACEBOOK PAGE:
- Updated the cover photo and have been posting

ARBITER
- I will be doing the online training this week to learn the system.

YOUTH CAMPS:
- Created a flyer that was sent home with kids at school.

Camp	Grades	Dates	Registrations
5th & 6th Grade Tackle Football	5-6	Practices & Games - M, T, & TH	32
Volleyball Clinic	3-6	Sept. 11, 18, 25, & Oct. 2nd	35
Flag Football	K-4	Sept. 13, 27th, Oct. 4th, & 11th	45
Cross Country Fun Run	K-6	October 2nd	23
Clover Adventures	K-2	Oct. 8, Nov. 12, Dec. 10, Jan. 14, & Feb. 11	
Clover Explorers (Robotics)	3-5	Oct. 23, 30, Nov. 6, 13, & 20	

MEETINGS:
- Met with Derek and Brittany about transitioning into the role
- Met with Tracey Johnson (pool director) on Monday, Sept. 8th
- Met with Elizabeth Torkelson at Armory on Tuesday, Sept. 9th
- Meeting with Bonnie Beckler on Wednesday to talk about pickle ball, walking, and some adult fitness classes.
- I've reached out to Nikki Johnson about potentially teaching some fitness classes.
- I've reached out to the BI Cultural Center.

GOALS:
- **Parent's Night Out:** Launch a monthly "Parent's Night Out" where families can drop off their child for four hours. Planned activities include gym games, arts & crafts, board games, Legos, and more.
- **Warrior Kids Summer Camp:** Plan to relaunch Summer Rec next summer under the new name *Warrior Kids Summer Camp.* A major challenge is transportation, busing alone costs over $6,000. I intend to apply for a BioLegacy grant to help with equipment purchases, but they do not cover transportation. Do you have any suggestions for offsetting busing costs? My goal is to keep camp affordable at around $200 per family.
- **Adult & Non-Athletic Youth Activities:** I think we need to place more emphasis on adult programming and activities for kids who may not be interested in athletics. One idea is to connect with the person who used to own the painting studio downtown. Does anyone have her contact information?

Food Service Report

1. Working with Tim on updating the wellness policy and putting together the wellness committee.
2. We have a new leak in the kitchen ceiling.
3. Temperatures are really high in the kitchen when everything is running. Concerned about the foodservice staff.
4. We moved the cafeteria around, and it seems to be flowing better.

BOLD Community Pool Update – September, 2025

We wanted to share some exciting updates and important information about what's happening at the BOLD Community Pool:

Facility Updates

- **Construction is still underway**, including the installation of new exterior doors. Additional door replacements and final touches are in progress.
- **The new main entrance** has been in use since early September. Please follow signage for updated access points.

Programs & Events

- **A new Special Event for Families** is planned for **October**—stay tuned for details!
- **New Water Exercise Class** will be offered during the daytime starting soon. Flyers, ads, emails, and social media posts will be shared shortly with more information.
- **The Remind App** is now being used to communicate timely updates, cancellations, and program announcements. We encourage all patrons to sign up!

Ongoing Programming – September

- **Adult Lap Swim (AM):** Mondays, Wednesdays, and Fridays
- **Water Exercise & Evening Lap Swim:** Mondays and Wednesdays
- **Orcas Swim Team** began practices earlier this month
- **Shared Locker Rooms**: Please note that locker room sharing with other sporting events will continue from September through winter.

Upcoming Plans

- A **Lifeguarding Course** is being planned for fall/winter (dates to be announced).
- We are hoping to offer **Open Swim during Winter Break** in December.
- Planning has started for the **5th and 6th Grade Swimming Unit**.
- We are aiming to bring back **Sunday Open Swim** in **January and February**.
- A **WSI (Water Safety Instructor) Course** is also being planned, with sessions starting in January or February—once a month on Sundays, wrapping up in the spring.

Stay Connected

Information about programs, events, and updates can be found on:

- **City of Olivia website**
- **BOLD School website**
- **Facebook**
- **Remind App**

...and other communication channels.

Please don't hesitate to reach out with any questions!

Tracey Johnson Pool Coordinator, BOLD Community Pool
📧 Tracey.johnson@bold.k12.mn.us
📞 320-523-1031 ext. 3152

Facilities board report (9-15)

Struggles:

Keeping doors closed- we close them prior to leaving for the day but somehow some end up being propped open again. Coaches, teachers, etc NEED to make sure the doors are closed before they leave for the day.

Accomplishments:

Pallet racking is up in the garage and being used, was definitely needed.

Got all the little jobs needing to be done taken care of. (clocks, flags, dispensers (minus hand sanitizers), etc).

Took care of the front entrance rock circle (put stakes up and got all rock into the circle).

sealed/waxed jen and joans new office so they can move into it.

Got the skid steer tires replaced, kept old tires as spares so we can swap them out in the spring to save the new tires to maximize the tread life and burn up whats left on the old set.

Got 3 connex containers emptied for removal, once the shop is done we will have 4 more that can be removed as well.

Placed AED devices in accordance with state code, had to hang up 2 more to be compliant.

Working on:

Getting the garage organized finally after the summer storage.

Making sure doors stay closed.

Getting used to having children back and working around them.

Training in Grant and getting him up to speed, Rachel starts monday.

BOLD PUBLIC SCHOOLS
ISD #2534

701 South 9th Street
Olivia, MN 56277
Phone: (320) 523-1031
Fax: (320) 523-2399

Application for Appointment for an Open School Board Seat

Please return application to district office

CANDIDATE INFORMATION

Candidate Name: Michael Zimmerman **Date:** 9/17/25

Email: [redacted] **Phone number:** ([redacted]

Residence Address: [redacted]

City: Olivia **State:** MN **Zip Code:** 56277

AFFIRMATION

I swear (or affirm) that:

- This is my true name or the name by which I am generally known in the community;
- I am eligible to vote in Minnesota;
- I am, or will be on assuming office, 21 years of age or more;
- I will have maintained residence in this district for at least 30 days before appointment;
- I have not been convicted of an offense for which registration is required under Minn. Stat. 243.166; and
- I meet any other qualifications for the office prescribed by law.

Candidate Signature: [signature] **Date:** 9/17/25

CANDIDATE QUESTIONNAIRE

1. Have you read and agree with Policies 203, 203.1, and 209 (Code of Ethics) on the district website? Would you adhere to all aspects of the above referenced policies?

Yes, Yes

2. What motivates you to serve on the school board, and why do you believe education is a critical component of community development?

I want to serve on the board to try and make BOLD the best school it can be. Education is important so that the kids can grow up and be productive adults and thrive.

BOLD PUBLIC SCHOOLS ISD #2534
701 South 9th Street
Olivia, MN 56277
Phone: (320) 523-1031
Fax: (320) 523-2399

Application for Appointment for an Open School Board Seat

Please return application to district office

3. **What is a school board member's role and responsibility? How does that differ from the role of the superintendent or administration?**

A school board's responsibility is to listen to the public's opinions on matters and weigh it when deciding what's best for the school. The superintendent/administration deal with the daily running of the district.

4. **What are the critical issue(s) currently facing our school district? Where do you see the BOLD School District in 5 years?**

As with most schools in the US, budget and lower funding. I would like to see BOLD be one of the best (in terms of staff and educational opportunities) in the state of Minnesota.

5. **What particular experiences or skills have prepared you to serve as a board member? How will you use these skills and experiences to contribute to the school board?**

I've had many years of working as a team in high stress environments and I'm able to rely on others to help in those situations. Also, I go into many situations with an open mind and let people try and convince me based on facts. I also like to read and do research to try and come to opinions based on what I learn.

6. **How are you able to separate your friendships from decisions made as a board member?**

If I'm a board member, my duty is to the school and the students. I won't be influenced by what friends and family.

RESOLUTION FILLING SCHOOL BOARD VACANCY BY APPOINTMENT

Member _____ introduced the following resolution and moved its adoption:

BE IT RESOLVED by the School Board of Independent School District No. 2534-01, Bird Island-Olivia-Lake Lillian, State of Minnesota, as follows:

WHEREAS, a vacancy exist in the office of school board member with a term expiring the first Monday in January 2027; and

WHEREAS, the vacancy occurred less than 90 days prior to the first Tuesday after the first Monday in November 2025 the election must be held no later than the first Tuesday after the first Monday in November of the following calendar year. Notwithstanding Minnesota Statutes, Section 123B.09, Subd 5b Paragraph (a), if the vacancy occurs less than two years prior to the expiration of the term, no special election is required and the appointee of the board shall serve for the remainder of the unexpired term, subject to Minnesota Statutes, Section 123B.09, Subd 5b Paragraph (d).

NOW THEREFORE BE IT RESOLVED by the School Board of Independent School District No. 2534-01, Bird Island-Olivia-Lake Lillian, State of Minnesota, as follows:

Pursuant to Minnesota Statutes, Section 123B.09, Subd 5b, **Michael Zimmerman** is hereby appointed to fill the vacancy and to serve until a successor is elected and qualified. The appointment shall be effective thirty (30) days after the adoption of this resolution unless a valid petition to reject the appointee is filed with the school district clerk pursuant to Minnesota Statutes, Section 123B.09, Subd 5b Paragraph (e) within that thirty (30) day time period.

THEREFORE BE IT RESOLVED by the School Board of Independent School District No. 2534-01, Bird Island-Olivia-Lake Lillian, State of Minnesota, as follows:

The motion for adoption of the foregoing resolution was duly seconded my Member _____ and upon vote being taken thereon, the following voted in favor thereof:

And the following against the same:

And the following were absent:

The foregoing resolution was approved this 22nd day of September 2025

By: _____ By: _____

School Board Chair School Board Clerk

RESOLUTION FILLING SCHOOL BOARD VACANCY BY APPOINTMENT

Member Clouse introduced the following resolution and moved its adoption:

BE IT RESOLVED by the School Board of Independent School District No. 2534-01, Bird Island-Olivia-Lake Lillian, State of Minnesota, as follows:

WHEREAS, a vacancy exist in the office of school board member with a term expiring the first Monday in January 2027; and

WHEREAS, the vacancy occurred less than 90 days prior to the first Tuesday after the first Monday in November 2025 the election must be held no later than the first Tuesday after the first Monday in November of the following calendar year. Notwithstanding Minnesota Statutes, Section 123B.09, Subd 5b Paragraph (a), if the vacancy occurs less than two years prior to the expiration of the term, no special election is required and the appointee of the board shall serve for the remainder of the unexpired term, subject to Minnesota Statutes, Section 123B.09, Subd 5b Paragraph (d).

NOW THEREFORE BE IT RESOLVED by the School Board of Independent School District No. 2534-01, Bird Island-Olivia-Lake Lillian, State of Minnesota, as follows:

Pursuant to Minnesota Statutes, Section 123B.09, Subd 5b, **Michael Zimmerman** is hereby appointed to fill the vacancy and to serve until a successor is elected and qualified. The appointment shall be effective thirty (30) days after the adoption of this resolution unless a valid petition to reject the appointee is filed with the school district clerk pursuant to Minnesota Statutes, Section 123B.09, Subd 5b Paragraph (e) within that thirty (30) day time period.

THEREFORE BE IT RESOLVED by the School Board of Independent School District No. 2534-01, Bird Island-Olivia-Lake Lillian, State of Minnesota, as follows:

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

And the following against the same: Aaseth, Peppel, Benson, Clouse, Sheehan, and Frank

And the following were absent: None

The foregoing resolution was approved this 22nd day of September 2025

By: Todd E. Frank
School Board Chair

By:
School Board Clerk

DEPARTMENT OF EDUCATION

Levy Certification

Taxes Payable 2026
2534-01-000-000 Bird Island-Olivia-Lake Lillian Public School District
nicoleveith

Home/Levy Method

Home/Levy Method

Levy Method

You need to specify your Levy Method before you can perform edits or certify your levy. Please check a Method below and click Save Levy Method button.

- If you choose Maximum as your Levy Method, you can view your levy data by going to each section on the left navigation but you are not allowed to edit. You can go to Validate/Certify Levy section and certify your levy directly.
- If you choose Specific Dollar Amount as your Levy Method, you can edit your levy data by going to each section on the left navigation.
- If you change your Levy Method from Specific Dollar Amount to Maximum, the Proposed that you previously entered will be refreshed with levy limits.

For further information about Levy Certifcation. contact the following:

Program Finance at **mde.levy@state.mn.us**
Emails will be redirected to the appropriate staff person within Program Finance.

Define your Levy Method:

○ Maximum ○ Specific Dollar Amount

Save Levy Method Cancel

District Levy Summary

Subtotals By Levy Category

Title	Limit	Proposed	Certified
GENERAL - RMV VOTER	441,019.19	441,019.19	0.00
GENERAL - RMV OTHER	500,480.69	500,480.69	0.00
GENERAL - NTC VOTER	0.00	0.00	0.00
GENERAL - NTC OTHER	518,725.39	518,725.39	0.00
COMMUNITY SERVICE - NTC OTHER	74,045.91	74,045.91	0.00
GENERAL DEBT - NTC VOTER	2,733,150.00	2,733,150.00	0.00
GENERAL DEBT - NTC OTHER	0.00	0.00	0.00
OPEB DEBT - NTC VOTER	0.00	0.00	0.00
OPEB DEBT - NTC OTHER	0.00	0.00	0.00

Subtotals By Fund

Title	Limit	Proposed	Certified
GENERAL FUND	1,460,225.27	1,460,225.27	0.00
COMMUNITY SERVICES FUND	74,045.91	74,045.91	0.00
GENERAL DEBT SERVICE FUND	2,733,150.00	2,733,150.00	0.00
OPEB/PENSION DEBT SERVICE FUND	0.00	0.00	0.00

Subtotals By Tax Base

Title	Limit	Proposed	Certified

REFERENDUM MARKET VALUE	941,499.88	941,499.88	0.00
NET TAX CAPACITY	3,325,921.30	3,325,921.30	0.00

Subtotals By Truth In Taxation Category

Title	Limit	Proposed	Certified
VOTER APPROVED	3,174,169.19	3,174,169.19	0.00
OTHER	1,093,251.99	1,093,251.99	0.00

Total Levy

Title	Limit	Proposed	Certified
TOTAL LEVY	4,267,421.18	4,267,421.18	0.00

LEVY LIMITATION AND
CERTIFICATION REPORT OUTLINE

		PAGE
I.	GENERAL INPUT DATA	
	A. PROPERTY VALUATION	1
	B. PUPIL DATA	1
II.	INITIAL COMPUTATIONS BY FUND	
	A. GENERAL	2
	B. COMMUNITY SERVICE	12
	C. GENERAL DEBT	13
	D. OPEB/PENSION DEBT	16
III.	ADJUSTMENTS BY FUND	
	A. GENERAL	17
	B. COMMUNITY SERVICE	24
	C. GENERAL DEBT	24
	D. OPEB/PENSION DEBT	24
IV.	ABATEMENT ADJUSTMENTS	24
V.	OFFSET ADJUSTMENTS	26
VI.	TACONITE ADJUSTMENTS	27
VII.	LEVY AND AID SUMMARY	29
VIII.	TOTAL LEVY LIMITATION	30

SCHOOL YEAR	FORMULA ALLOWANCE
2020-21	6,567
2021-22	6,728
2022-23	6,863
2023-24	7,138
2024-25	7,281
2025-26	7,481
2026-27*	7,705

*FORECAST ESTIMATES, SUBJECT TO CHANGE

WEIGHTS FOR PUPIL UNITS	FY 2025 & LATER
PRE-KGN HCP:	1.000
HCP-KGN:	1.000
REG-KGN PART:	0.550
REG-KGN ALL:	1.000
GRADES 1-3:	1.000
GRADES 4-6:	1.000
GRADES 7-12:	1.200

PROPERTY VALUATION DATA

MARKET VALUE

1	2020 MARKET VALUE	1,253,356,460
2	2021 MARKET VALUE	1,265,845,908
3	2022 MARKET VALUE	1,505,305,618
4	2023 MARKET VALUE	2,001,816,123
5	2024 MARKET VALUE	2,095,362,324

REFERENDUM MARKET VALUE (RMV)

6	2020 RMV	319,138,800
7	2021 RMV	331,332,100
8	2022 RMV	381,493,600
9	2023 RMV	404,328,500
10	2024 RMV	436,361,200

NET TAX CAPACITY (NTC)

11	2020 NTC	11,165,787
12	2021 NTC	11,362,426
13	2022 NTC	13,697,371
14	2023 NTC	18,260,969
15	2024 NTC	18,336,461

SALES RATIO

16	2020 SALES RATIO	98.9%
17	2021 SALES RATIO	98.2%
18	2022 SALES RATIO	93.1%
19	2023 SALES RATIO	79.8%
20	2024 SALES RATIO	100.2%

UNLIMITED ADJUSTED NTC (UANTC)

21	2020 UANTC=(11)/(16)=	11,291,723
22	2021 UANTC=(12)/(17)=	11,560,845
23	2022 UANTC=(13)/(18)=	14,702,717
24	2023 UANTC=(14)/(19)=	22,880,768
25	2024 UANTC=(15)/(20)=	18,294,397

ADJUSTED NTC (ANTC)

26	2020 ANTC	11,291,723
27	2021 ANTC	11,560,845
28	2022 ANTC	13,757,405
29	2023 ANTC	17,406,750
30	2024 ANTC	18,294,397

AG MODIFIED ANTC FOR LTFM

31	2020 AG MODIFIED ANTC	7,350,074
32	2021 AG MODIFIED ANTC	7,606,862
33	2022 AG MODIFIED ANTC	9,052,166
34	2023 AG MODIFIED ANTC	10,858,227
35	2024 AG MODIFIED ANTC	11,428,179

PUPIL DATA

RESIDENT COUNTS ARE BASED ON ALL PUBLIC SCHOOL STUDENTS LIVING IN THE DISTRICT, REGARDLESS OF WHETHER THEY ATTEND THERE. ADJUSTED COUNTS REFLECT ALTERNATIVE ATTENDANCE.

**RESIDENT AVERAGE DAILY MEMBERSHIP (ADM)

36	2022-23 RES ADM (ACT)	607.41
37	2023-24 RES ADM (ACT)	614.32
38	2024-25 RES ADM (PRE)	611.79
39	2025-26 RES ADM (EST)	609.00
40	2026-27 RES ADM (EST)	625.00
41	2027-28 RES ADM (EST)	603.00

RESIDENT PUPIL UNITS

42	2022-23 RES PU (ACT)	670.41
43	2023-24 RES PU (ACT)	674.50
44	2024-25 RES PU (PRE)	667.53
45	2025-26 RES PU (EST)	668.40
46	2026-27 RES PU (EST)	681.60

ADJUSTED ADM

47	2022-23 ADJ ADM (ACT)	597.44
48	2023-24 ADJ ADM (ACT)	613.20
49	2024-25 ADJ ADM (PRE)	606.52
50	2025-26 ADJ ADM (EST)	603.00
51	2026-27 ADJ ADM (EST)	614.00
52	2027-28 ADJ ADM (EST)	598.00

ADJUSTED PUPIL UNITS

53	2022-23 ADJ PU (ACT)	655.83
54	2023-24 ADJ PU (ACT)	670.40
55	2024-25 ADJ PU (PRE)	660.94
56	2025-26 ADJ PU (EST)	658.00
57	2026-27 ADJ PU (EST)	668.00

VOLUNTARY PRE-K ADJUSTED ADM

58	2022-23 ADJ VPK ADM	
59	2023-24 ADJ VPK ADM	
60	2024-25 ADJ VPK ADM	14.70
61	2025-26 ADJ VPK ADM	15.00
62	2026-27 ADJ VPK ADM	15.00

VOL PRE-K ADJUSTED PUPIL UNITS

63	2022-23 ADJ VPK PU	
64	2023-24 ADJ VPK PU	
65	2024-25 ADJ VPK PU	14.70
66	2025-26 ADJ VPK PU	15.00
67	2026-27 ADJ VPK PU	15.00

PUPIL DATA CONT

SCHOOL READINESS PLUS ADJUST ADM

68 2022-23 ADJ SRP ADM
69 2023-24 ADJ SRP ADM
70 2024-25 ADJ SRP ADM
71 2025-26 ADJ SRP ADM
72 2026-27 ADJ SRP ADM

SCHOOL READINESS PLUS PUPIL UNIT

73 2022-23 ADJ SRP PU
74 2023-24 ADJ SRP PU
75 2024-25 ADJ SRP PU
76 2025-26 ADJ SRP PU
77 2026-27 ADJ SRP PU

(NOTE: VPK & SRP ADM AND PUPIL UNITS INCLUDED IN LINES (36-41), (42-46), (47-52), AND (53-57)

EXTENDED TIME ADM ADM >1.0 CAPPED AT 0.2

78 2022-23 EXT ADM (ACT) .68
79 2023-24 EXT ADM (ACT) .82
80 2024-25 EXT ADM (PRE) .94
81 2025-26 EXT ADM (EST)
82 2026-27 EXT ADM (EST)
83 2027-28 EXT ADM (EST)

EXTENDED TIME PU

84 2022-23 EXT TIME PU .82
85 2023-24 EXT TIME PU .99
86 2024-25 EXT TIME PU 1.11
87 2025-26 EXT TIME PU
88 2026-27 EXT TIME PU

GENERAL EDUCATION REVENUE

BASIC REVENUE

100 FY2027 FORMULA ALLOW 7,705
57 2026-27 ADJ PU (EST) 668.00

101 BASIC REVENUE
= (57)X(100) = 5,146,940.00

DECLINING ENROLLMENT REV

56 2025-26 ADJ PU (EST) 658.00
57 2026-27 ADJ PU (EST) 668.00

DECLINING ENROLLMENT REV CONT

102 DECLINING PUPIL UNITS
= GREATER OF ZERO OR
= (56)-(57) =

103 DECLINING ENROLL ALLOW
= (100)X0.28 = 2,157.40

104 DECLINING ENROLL REV
= (102)X(103) =

PENSION ADJUSTMENT REVENUE

105 PENSION ADJUST ALLOWANCE
(FY2026 GEN ED REV
REPORT, LINE 43)

106 INITIAL PENSION ADJ REV
= (57)X(105) =

107 FY2026 RETIRE SALARY 3,604,953.41

108 PENSION ADJUST RATE .0231

109 RETIRE PENSION ADJUST
= (107)X(108) = 83,274.42

110 TOTAL PENSION ADJ REV
= (106)+(109) = 83,274.42

GIFTED & TALENTED REVENUE

111 GIFTED & TALENTED REV
= (57)X$13.00 = 8,684.00

EXTENDED TIME REVENUE

88 2026-27 EXT PU (EST)
112 EXTENDED TIME REVENUE
= (88)X$5,117 =

COMPENSATORY REVENUE

113 FY2027 COMPENSATORY
(FEB 25 FORECAST EST.
SUBJECT TO CHANGE)= 543,250.52

114 COMPENSATORY PILOT

115 TOTAL COMPENSATORY REV
= (113)+(114) = 543,250.52

ENGLISH LEARNER (EL)

116 2026-27 ELIGIBLE
EL ADM (EST)
(7 YEAR LIMIT) 18.00

117 IF(116) = 0, ZERO; ELSE
GTR OF 20, (116) = 20.00

118 EL REVENUE
= (117)X$1,775 = 35,500.00

119 2026-27 ADM SRV (EST) 597.66

120 EL CONCENTRATION
RATIO = (116)/(119) = .03011746

121 EL CONCENTRATION
FACTOR = LSR OF 1 OR
(120)/0.115 = .26189096

122 EL PUPIL UNITS
= (116)X(121) = 4.71

123 EL CONCENTRATION REV
= (122)X$630 = 2,967.30

123.5 EL CROSS SUBSIDY
(FEB 25 FORECAST EST.
SUBJECT TO CHANGE) = 11,661.77

124 DISTRICT EL REV+EL CONCEN REV+
EL CROSS-SUB = (118)+
(123)+(123.5) = 50,129.07

125 BASIC SKILLS REVENUE
= (115)+(124) = 593,379.59

SPARSITY REVENUE

126 ATTENDANCE AREA
FOR SPARSITY 240.69
127 DIST TO NEAREST HS 12.0

128 ISOLATION INDEX
= [SQ RT (.55X(126))]
+(127) = 23.5

129 ISOLATION INDEX RATIO
= [(128)-23]/10, WITH
MIN= 0 AND MAX= 1.5 .05

130 2026-27 ADM SRV, 7-12 264.26

SPARSITY REVENUE CONT

131 SECONDARY SPARSITY ADM RATIO = GREATER OF ZERO OR [400-(129)] /[400+(129)] = .20434770

132 SECONDARY SPARSITY REVENUE = [(100)-$530] X(128)X(129)X(131) OR MEMO = 19,372.83

133 ELEM SPARSITY REVENUE (SEE WEBSITE)

134 PRELIM SPARSITY REVENUE = (132)+(133) = 19,372.83

135 FY2026 SPARSITY REV (FY2026 GEN ED REV REPORT, LINE 88) 18,281.12

136 ELIGIBLE FOR CLOSED BUILDING ADJUSTMENT? NO

137 SPARSITY REVENUE IF (136)=YES, (137) = GTR OF (134) OR (135); ELSE (137) = (134) 19,372.83

SMALL SCHOOLS REVENUE

57 2026-27 ADJ PU (EST) 668.00

138 SMALL SCHOOLS RATIO = GTR OF ZERO OR [960-(57)]/960 = .30416667

139 SMALL SCHOOLS ALLOWANCE = (138)X$544 = 165.47

140 SMALL SCHOOLS REVENUE = (57)X(139) = 110,533.96

TRANSPORTATION SPARSITY

141 ATTENDANCE AREA 240.69

142 SQUARE MILES PER RES PU = (141)/(46) = .3531

143 SPARSITY INDEX = GTR OF (142) OR 0.2 = .3531

144 DENSITY INDEX = LSR OF (142) OR 0.2 BUT AT LEAST 0.005 = .2000

TRANSPORTATION SPARSITY CONT

145 PRELIMINARY TOTAL TRANSPORT ALLOWANCE = [(143) RAISED TO 0.26 POWER] X[(144) RAISED TO 0.13 POWER] X0.141X(100) = 672.32

146 TRANSPORTATION SPARSITY ALLOWANCE = GTR OF ZERO OR (145) -[.0466X(100)] = 313.27

147 INITIAL TRANSPORTATION SPARSITY REVENUE (57)X(146) = 209,264.36

148 FY2026 EST REG AND EXCESS TRANSP COST (FIN 720+DEP) (FROM FEB25 FORECAST) 601,778.23

149 FY2025 EST REG AND EXCESS TRANSP COST (FIN 720+DEP) (FROM FEB25 FORECAST) 595,782.13

150 FY2025 REG AND EXCESS TRANSP COST TIMES 105% = (149)X1.05 = 625,571.24

151 ADJUSTED TRANSP COST = LSR OF (148) OR (150) = 601,778.23

152 FY2026 BASIC REVENUE (2025-26 GEN ED REV REPORT LINE 39) 4,920,253.70

153 TRANSPORTATION PORTION OF FY2026 BASIC REVENUE = (152)X.0466 = 229,283.82

154 FY2026 TRANSP SPARSITY REV(2025-26 GEN ED REV REPORT, LINE 109) 262,650.17

155 FY2026 CHARTER TRANSP ADJ REV (2025-26 GEN ED REV REPORT, LINE 301)

156 REIMBURSEMENT OF TRANS FOR PREGNANT AND PARENTING TEENS

157 FY2026 TRANSP REV SUBTOTAL = (153)+(154) +(155)-(156) = 491,933.99

TRANSPORTATION SPARSITY CONT

158 TRANSP EXCESS COST = GTR OF ZERO OR (151)-(157) = 109,844.24

159 PUPIL TRANSP ADJ IF (158)=0, THEN (159)=0 ELSE (158)X0.35 = 19,991.65

160 TOTAL TRANSPORTATION SPARSITY REVENUE = (147)+(159) = 229,256.01

INITIAL GEN ED REVENUE

101	BASIC	5,146,940.00
104	DECLINING ENROLL	
110	PENSION ADJUSTMENT	83,274.42
111	GIFTED & TALENTED	8,684.00
112	EXTENDED TIME	
124	BASIC SKILLS	593,379.59
137	SPARSITY	19,372.83
140	SMALL SCHOOLS	110,533.96
160	TRANSPORT SPARSITY	229,256.01

161 INITIAL GENERAL ED REV = (101)+(104)+(110) +(111)+(112)+(124) +(137)+(140)+(160) = 6,191,440.81

OPERATING CAPITAL

162 AVE BUILDING AGE (EST) (NOT > 50 YEARS) 45.87

163 MAINTENANCE COST INDEX = 1+[.01X(162)] = 1.4587

164 OPERATING CAPITAL ALLOWANCE = $79 +[$109X(163)] = 238.00

165 MENSTRUAL PRODUCTS/OPIATE ANTOGONISTS ALLOWANCE = $2 = 2.00

166 YEAR ROUND PU SERVED

167 OPERATING CAP REVENUE = (57)X(164) +(57)X(165) +(166)X$31 = 160,320.00

168 UNEQUALIZED REVENUE = (57)X(165) = 1,336.00

LOCAL OPTIONAL REVENUE

169 MAXIMUM LOCAL OPTIONAL ALLOWANCE 724

170 FY2027 ACTUAL LOCAL OPTIONAL ALLOWANCE 724.00

57 2026-27 ADJ PU (EST) 668.00

171 LOCAL OPTIONAL REVENUE = (170)X(57) = 483,632.00

172 TIER 1 LOR CAP/APU 300

173 TIER 2 LOR CAP/APU 724

174 TIER 1 LOR = LSR OF = (170) OR (172) = 300.00

175 TIER 2 LOR = [LSR OF 170 OR (173)]-(174) = 424.00

176 TOTAL, TIER 1 = (57)X(174) = 200,400.00

177 TOTAL, TIER 2 = (57)X(175) = 283,232.00

REFERENDUM ALLOWANCES

EXIST AUTHORITY AFTER REFERENDUM SIMPLIFICATION

REF AUTH W/O INFLATION

178 FY2026 AUTHORITY (FY2026 GEN ED REV REPORT, LINE 132) 635.00

179 PHASEOUT OF LINE (178)

180 ADDED BY ELECTIONS HELD IN CY 2024 WITH DELAY

181 FY2027 W/O INFLATION RESULTS BEFORE ELECTIONS 635.00

REF AUTH WITH INFLATION

182 FY2026 AUTHORITY WITH INFLATION (FY2026 GEN ED REV REPORT, LINE 142)

183 PHASEOUT OF LINE (182)

184 FY2027 RESULT BEFORE INFLATION ADJUSTMENT = (182)-(183) =

185 FY2027 ANNUAL INFLATION FACTOR 1.0237

186 FY2027 RESULT AFTER INFLATION ADJUSTMENT = (184)X(185) =

187 PERMANENT SUBTRACTION AMOUNT SUBJECT TO CPI

188 CPI APPLIED TO PERMANENT SUBTRACTION = (187)X[(185)-1] =

189 ADDED BY ELECTIONS HELD IN CY 2024 WITH DELAY

190 FY2027 WITH INFLATION RESULTS BEFORE ELECTIONS = (186)+(188)+(189) =

191 FY2027 $/APU UNCAPPED TOTAL, ALL AUTHORITIES = (181)+(190) = 635.00

NEW ELECTIONS WITHOUT INFLATION

192 FY2027 AUTHORITY CANCELLED BY ELECTIONS HELD IN CY 2025

193 FY2027 $/APU ADDED BY ELECTIONS HELD IN CY 2025

NEW ELECTIONS WITH INFLATION

194 FY2027 AUTHORITY CANCELLED BY ELECTIONS HELD IN CY 2025

195 FY2027 $/APU ADDED BY ELECTIONS HELD IN CY 2025

196 FY2027 $/APU UNCAPPED TOTAL, ALL AUTHORITIES = (191)-(192)+(193) -(194)+(195) = 635.00

REFERENDUM CAPS

197 INFLATION FACTOR AS SET IN STATUTE 1.2699

198 STANDARD CAP = [2079.50X(197)] - $300= 2,340.76

199 FY2027 ALT CAP STARTING POINT FY 2021 GENED REV RPT, LINE (137)+$300 = 822.77

200 FY2027 ALT CAP =[(199)X(197)] -$300 = 744.84

137 SPARSITY REVENUE 19,372.83

201 CAP ON AUTHORITY PER APU: IF (137) > 0 THERE IS NO CAP; ELSE (201) = GTR OF (198) OR (200) = 9,999.99

202 FY2027 $/ADJ PU, CAPPED TOTAL = LSR OF (196) OR (201) = 635.00

57 2026-27 ADJ PU (EST) 668.00

203 FY2027 REFER REVENUE = (57)X(202) = 424,180.00

TRANSITION REVENUE

204 TRANSITION ALLOWANCE (FY 2015 GEN ED REVENUE REPORT, LINE 186)

205 TRANSITION REVENUE = (57)X(204) =

EQUITY REVENUE

206	METRO 5TH PERCENTILE	8,015.96
207	METRO 95TH PERCENTILE	10,379.48
208	METRO GAP = (207)-(206) =	2,363.52
209	RURAL 5TH PERCENTILE	8,005.00
210	RURAL 95TH PERCENTILE	10,418.80
211	RURAL GAP = (210)-(209) =	2,413.80
212	DISTRICT'S REGION: METRO=MET; RURAL=RUR	RUR
213	DIST'S REGION'S EQUITY GAP = (208) OR (211) =	2,413.80
214	DIST'S REGION'S 95TH PCT = (207) OR (210)=	10,418.80
215	DISTRICT'S REVENUE/PU FOR EQUITY PURPOSES = [(101)+(203)+(205)+ [(172)X(57)]/(57) =	8,640.00
216	DISTRICT'S EQUITY GAP = GREATER OF ZERO OR (214)-(215) =	1,778.80
217	EQUITY INDEX = (216)/(213) =	.73692932
218	= $80X(217) =	58.95
219	INITIAL EQUITY ALLOW IF (216) = 0 THEN (219) = 0 ELSE (219)= $14+(218)	72.95
57	2026-27 ADJ PU (EST)	668.00
220	= (57)X(219) =	48,730.60
221	FY2027 STATE AVERAGE REF REV & TIER 1 LOR	1,484.69
222	= 0.10X[(221)] =	148.47

EQUITY REVENUE CONT

202	FY2027 DISTRICT REFERENDUM REV/ADJ PU	635.00
172	TIER 1 LOR CAP/APU	300.00
223	= GTR OF ZERO OR [(222)-(202)-(172)] =	
57	2026-27 ADJ PU (EST)	668.00
224	= LSR OF $100,000 OR [(57)X(223)] =	
225	= (220)+(224) =	48,730.60
226	BOTH RUR AND MET = 0.25X(225) =	12,182.65
57	2026-27 ADJ PU (EST)	668.00
227	= $50.00X(57) =	33,400.00
228	EQUITY REVENUE = (225)+(226)+(227) =	94,313.25

OPERATING CAPITAL AIDS & LEVIES

167	OPERATING CAP REVENUE	160,320.00
168	UNEQUALIZED REVENUE = (57)X(165) =	1,336.00
229	OPERATING CAPITAL REVENUE SUBJECT TO EQUALIZATION = (167)-(168) =	158,984.00
30	2024 ANTC	18,294,397
57	2026-27 ADJ PU (EST)	668.00
230	FY2027 ANTC/ADJ PU = (30)/(57) =	27,386.82
231	LEVY RATIO FOR OPER CAP = LESSER OF 1 OR (230)/$22,912 =	1.00000000
232	OPERATING CAPITAL EQUAL LIMIT = (229)X(231) =	158,984.00
233	OPERATING CAP AID = (167)-(232) =	1,336.00

LOCAL OPTIONAL AIDS & LEVIES

176	TOTAL, TIER 1 = (57)X(174) =	200,400.00
177	TOTAL, TIER 2 = (57)X(175) =	283,232.00
10	2024 RMV	436,361,200
46	2026-27 RES PU (EST)	681.60
234	FY2027 RMV/RES PU = (10)/(46) =	640,201.29
235	LEVY RATIO FOR LOCAL OPTIONAL TIER 1 = LESSER OF 1 OR (234)/$880,000 =	.72750147
236	LEVY RATIO FOR LOCAL OPTIONAL TIER 2, EQUITY, TRANSITION = LESSER OF 1 OR (234)/$671,345 =	.95360998
237	TIER 1 LOR LEVY = (176)X(235) =	145,791.29
238	TIER 2 LOR LEVY = (177)X(236) =	270,092.86
239	TIER 1 LOR AID = (176)-(237) =	54,608.71
240	TIER 2 LOR AID = (177)-(238) =	13,139.14

EQUITY AIDS & LEVIES

228	EQUITY REVENUE	94,313.25
241	LEVY RATIO FOR EQUITY = (234)/$510,000 =	1.00000000
242	EQUITY LIMIT = (228)X(241) =	94,313.25
243	EQUITY AID = (228)-(242) =	

TRANSITION AIDS & LEVIES

205 TRANSITION REVENUE

244 LEVY RATIO FOR TRANSITION = LSR OF 1 OR (234)/$510,000 = 1.00000000

TRANSITION AIDS & LEVIES CONT

245 TRANSITION LIMIT
= (205)X(244) =

246 TRANSITION AID
= (205)-(245) =

REFERENDUM AIDS & LEVIES

202 REFER $/APU
ALL AUTHORITIES 635.00

247 TIER 1 CAP/APU 460
248 TIER 2 CAP/APU
= 0.25X(100)-$300 = 9,999.99

137 SPARSITY REVENUE 19,372.83

249 TIER 2 CAP/APU
IF (137) > ZERO
THEN (249) = 9,999.99
ELSE (249) = (248) 9,999.99

BREAKDOWN OF $/APU
BY TIER, ALL AUTHORITIES

250 TIER 1 = LSR OF
(202) OR (247) = 460.00

251 TIER 2 = [LSR OF (202)
OR (249)]-(250) = 175.00

252 UNEQUALIZED
= (202)-(250)
-(251) =

BREAKDOWN OF REFERENDUM
REVENUES

203 REFERENDUM REVENUE
ALL AUTHORITIES 424,180.00

253 TOTAL, TIER 1
= (57)X(250) = 307,280.00

254 TOTAL, TIER 2
= (57)X(251) = 116,900.00

255 TOTAL, UNEQUALIZED
= (203)-(253)-(254) =

REFERENDUM LEVY PORTIONS

234 FY2027 RMV/RES PU 640,201.29

256 TIER 1 = LSR OF 1
OR (234)/$567,000 = 1.00000000
257 TIER 2 = LSR OF 1
OR (234)/$290,000 = 1.00000000

INITIAL REFERENDUM LEVY

258 TIER 1 LEVY
= (253)X(256) = 307,280.00
259 TIER 2 LEVY
= (254)X(257) = 116,900.00
255 UNEQUALIZED LEVY

260 TOTAL = (258)
+(259)+(255) = 424,180.00

INITIAL REFERENDUM AID

261 TIER 1 AID
= (253)-(258) =
262 TIER 2 AID
= (254)-(259) =
263 TOTAL AID
= (261)+(262) =

EQUALIZATION AID LIMIT

100 FY2027 FORMULA ALLOW 7,705
57 ADJ PU (EST) 668.00

264 REFERENDUM EQUALIZATION AID LIMIT
= [[0.25X(100)]
-$300]X(57) = 1,086,335.00

265 REFERENDUM EQUALIZATION AID CAP
= GRT OF (263)-(264)
OR 0 =

REFERENDUM LEVY WITH AID LIMIT

266 TIER 1 LEVY
= (258)+(265) = 307,280.00
259 TIER 2 LEVY = 116,900.00
255 UNEQUALIZED LEVY =

267 TOTAL = (266)
+(259)+(255) = 424,180.00

REFERENDUM AID WITH AID LIMIT

268 TIER 1 AID
= (261)-(265) =
262 TIER 2 AID =

269 TOTAL AID
= (268)+(262) =

TAX BASE REPLACEMENT
AID (TBRA)

270 ADJ INITIAL TBRA
(FROM TBRA PHASEOUT
REPORT, LINE 11)

271 CONVERTED ADJ FY 2002
REF AUTHORITY
(FY 2015 GENERAL
EDUC REVENUE REPORT,
LINE 254) 37.29

272 UNCAPPED REF AND LOR ALLOWANCE
= (174)+(196) = 935.00

273 PRORATED TBRA
= LSR OF (270) OR
[(270)X(272)/(271)] =

274 REF AND LOR REV
= (176)+(203) = 624,580.00

275 CAPPED TBRA = LSR OF
(273) OR (274) =

INITIAL REVENUES ARE REDUCED TO
MAKE TAX BASE REPLACEMENT AID
REVENUE-NEUTRAL. REVENUE COMPONENTS
ARE REDUCED IN THE FOLLOWING ORDER:

276 TIER 2 REF AID
277 TIER 1 REF AID
278 TIER 1 LOR AID
279 TIER 1 LOR LEVY
280 TIER 1 REF LEVY
281 TIER 2 REF LEVY
282 UNEQL REF LEVY

***APPLYING THESE REDUCTIONS: ***

275 TAX BASE REPLACE AID

283 TIER 1 REF AID
= (268)-(277) =

284 TIER 2 REF AID
= (262)-(276) =

285 TIER 1 LOR AID
= (239)-(278) = 54,608.71

286 TIER 1 LOR LEVY
= (237)-(279) = 145,791.29

287 TIER 1 REF LEVY
= (266)-(280) = 307,280.00

288 TIER 2 REF LEVY
= (259)-(281) = 116,900.00

289 UNEQL REF LEVY
= (255)-(282) =

290 REFER AND LOR TIER 1 EQUALIZATION AID BEFORE AID GUARANTEE
= (275)+(283) +(284)+(285) = 54,608.71

291 REFERENDUM AND LOR LEVY BEFORE AID GUARANTEE
= (286)+(287) +(288)+(289) = 569,971.29

REFERENDUM AID GUARANTEE

292 FY 2015 REFERENDUM AID INCREASE FROM GUARANTEE
(FY 2015 GEN ED REV REPORT, LINE 276)

293 FY 2015 REFERENDUM REV
(FY 2015 GEN ED REV REPORT, LINE 289) 572,604.82

294 FY 2015 LOCATION EQUITY REVENUE
(FY 2015 GEN ED REV REPORT LINE 198)

295 FY 2015 COMBINED REVENUE
= (293)+(294) = 572,604.82

296 FY 2015 REFERENDUM EQUALIZATION PLUS HOLD HARMLESS AID
(FY 2015 GENERAL EDUC REVENUE REPORT, LINES 276 & 287) 260,379.72

REFERENDUM AID GUARANTEE CONT

297 FY 2015 LOCATION EQUITY AID
(FY 2015 GENERAL EDUC REVENUE REPORT, LINE 197)

298 FY 2015 COMBINED AID FOR GUARANTEE
= (296)+(297) = 260,379.72

299 FY2027 COMBINED REVENUE
= (171)+(203) = 907,812.00

300 FY2027 COMBINED INITIAL AID
= (240)+(290) = 67,747.85

301 REVENUE RATIO =
LESSER OF 1 OR
[(299)/(295)] = 1.00000000

302 2012 RMV 254,990,300
10 2024 RMV 436,361,200
303 RMV RATIO =
LESSER OF 1 OR
[(302) /(10)] = .58435603

304 FY2027 MINIMUM COMBINED AID
= (298)X(301)X(303) = 152,154.46

305 FY2027 REFERENDUM HOLD HARMLESS AID INCREASE
IF (292) = 0 THEN 0,
ELSE GREATER OF 0
OR [(304)-(300)] =

INITIAL LEVIES ARE REDUCED TO MAKE THE REFER AID GUARANTEE REVENUE-NEUTRAL. LEVY COMPONENTS ARE REDUCED IN THE FOLLOWING ORDER:

306 TIER 1 LOR LEVY
307 TIER 1 REF LEVY
308 TIER 2 REF LEVY
309 UNEQL REF LEVY

LOCAL OPT AID & LEVY SUMMARY AFTER REF AID GUARANTEE

310 TIER 1 LOR LEVY
= (286)-(306) = 145,791.29
238 TIER 2 LOR LEVY
= (238) = 270,092.86

OPT AID & LEVY SUMMARY CONT

311 LOCAL OPTIONAL LEVY LIMIT
= (238)+(310) = 415,884.15

312 LOCAL OPTIONAL AID
= (240)+(278)+(279) =
= (285)+(306) = 67,747.85

REF AID & LEVY SUMMARY AFTER REF AID GUARANTEE

313 TIER 1 REF LEVY
= (287)-(307) = 307,280.00

314 TIER 2 REF LEVY
= (288)-(308) = 116,900.00

315 UNEQL LEVY
= (289)-(309) =

316 TOTAL REFERENDUM LEVY
= (313)+(314)+(315) = 424,180.00

317 TOTAL REFERENDUM EQUALIZATION AID
= (275)+(283)+(284) +(307)+(308)+(309) -(278)-(279) =

ALTERNATIVE ATTENDANCE ADJUST (CHARTER TRANSPORT AND MN STATE ACAD ADJ'S ONLY)

145 TRANSPORT ALLOWANCE 672.32

318 ADJ PU OF CHARTER SCHOOLS TRANSPORTED BY DISTRICT

319 EXT TME PU OF CHARTER SCHOOLS TRANSPORTED BY DISTRICT

320 CHARTER ALT ATTENDANCE ADJUST = (145)X(318) +$223X(319) =

321 2026-27 RES PU ATTENDING MN STATE ACADEMIES

322 MN STATE ACADEMIES ALT ATTENDANCE ADJ
= -(100)X(321) =

323 ALT ATTEND ADJUST TO AID
= (320)+(322) =

GENERAL ED REVENUE SUMMARY

101	BASIC	5,146,940.00
104	DECLINING ENROLL	
110	PENSION ADJUSTMENT	83,274.42
111	GIFTED & TALENTED	8,684.00
112	EXTENDED TIME	
124	BASIC SKILLS	593,379.59
137	SPARSITY	19,372.83
140	SMALL SCHOOLS	110,533.96
160	TRANSPORT SPARSITY	229,256.01
167	OPERATING CAPITAL	160,320.00
171	LOCAL OPTIONAL	483,632.00
203	REFERENDUM	424,180.00
205	TRANSITION	
228	EQUITY REVENUE	94,313.25
323	ALT ATTENDANCE ADJ	
324	TOTAL GENERAL REVENUE = (101)+(104)+(110) +(111)+(112)+(124) +(137)+(140)+(160) +(167)+(171)+(203) +(205)+(228)+(323) =	7,353,886.06

GENERAL AIDS & LEVIES

232	OPERATING CAP LEVY	158,984.00
242	EQUITY LEVY	94,313.25
245	TRANSITION LEVY	
311	LOCAL OPTIONAL	415,884.15
316	TOTAL REFERENDUM LEVY	424,180.00
325	TOTAL GENERAL ED LEVY = (232)+(242)+(245) +(311)+(316) =	1,093,361.40
326	TOTAL GENERAL ED AID = (324)-(325) =	6,260,524.66

ALTERNATIVE TEACHER COMP REV

327	ENROLLMENT AS OF OCT 1, 2024 AT PARTICIPATING SITES (FY2026 GENERAL EDUC RPT, LINE 317)	
328	EST ENROLLMENT AS OF OCTOBER 1, 2025 AT PARTICIPATING SITES = (327)X[(50)/(49)] =	
329	ALTERNATIVE TEACHER COMPENSATION REVENUE = $260.00X(328) =	

ALT TEACHER COMP AIDS & LEVIES

330	ALT COMP REVENUE	
331	ALT COMP BASIC AID = 0.65X(330) =	
332	BASIC AID PRORATION	1.00000000
333	PRORATED BASIC AID = (331)X(332) =	
334	PRO BASIC AID TO LEVY = (331)-(333) =	
335	ALT COMP LEVY REVENUE = (330)-(331)+(334) =	
230	FY2027 ANTC/ADJ PU	27,386.82
336	ALT COMP LEVY RATIO = LESSER OF 1 OR [(230)/$6,100] =	1.00000000
337	ALT TEACHER COMP LEVY = (335)X(336) =	
338	ALT COMP EQUALIZATION AID = (330)-(333)-(337) =	

MISCELLANEOUS AIDS

ESTIMATES OF FY2027 MISC AIDS BELOW ARE BASED ON END OF SESSION 2025 FORECAST. PLEASE NOTE THAT THESE ARE ROUGH ESTIMATES AND MAY CHANGE SIGNIFICANTLY WHEN UPDATED DATA BECOMES AVAILABLE.

339	SPEC ED REGULAR BEFORE TUITION ADJ	1,132,241.23
340	NET TUITION ADJUST	427,765.83-
341	EXCESS COST AID	86,390.84
342	HOLD HARM/GROWTH LMT	
343	CROSS SUB REDUC AID	352,872.21
344	TOTAL SPECIAL EDUC AID = (339) TO (343) =	1,143,738.45
345	FY 2027 NON-PUBLIC TRANSPORTATION AID	80,504.71

ACHIEVEMENT AND INTEGRATION REVENUE

57	2026-27 ADJ PU (EST)	668.00
346	FY2027 EST INITIAL BUDGET	54,307.15
347	FY2027 EST INCENTIVE BUDGET	6,178.00
348	FY2027 ADJ INITIAL BUDGET = (346)X1.003 =	54,470.07
349	OCT 1, 2024 ENROLL OF PROTECTED STUDENTS	107.00
350	EST OCT 1, 2025 ENROLL OF PROTECTED STUDENTS = (349) =	107.00
351	OCT 1, 2024 TOTAL ENROLLMENT	636.00
352	EST OCT 1, 2025 TOTAL ENROLLMENT = (351) =	636.00
353	PROTECTED ENROLLMENT RATIO = (350)/(352) =	.16823899
354	INITIAL ACHIEVE & INTEG REVENUE FORMULA = IF (346) > 0 = $350 X(57)X(353) =	39,334.28
355	INTEG HOLD HARMLESS (FROM FY2026 INTEG REV RPT, LINE 11)	17,928.83
356	INITIAL ACHIEVE & INTEG REVENUE = LSR OF (348) OR [(354)+(355)] =	54,470.07
357	INCENTIVE REV = LSR OF(347) OR [(57)X$10] =	6,178.00
358	ACHIEVE & INTEG REVENUE = (356)+(357) =	60,648.07
359	ACHIEVE & INTEG LEVY = (358)X.30 =	18,194.42
360	TRANSFER TO MDE IF (356) = (348) THEN (360) = (348)-(346) ELSE (360) = (356)X.013 =	162.92
361	ACHIEVE & INTEG AID = (358)-(359)-(360) =	42,290.73

REEMPLOYMENT INSURANCE LEVY

362 EST FY2026 EXPEND

363 INITIAL REEMPLOYMENT LEVY
= 100% OF (362) =

SAFE SCHOOLS LEVY

364 SAFE SCH LVY REQUEST? YES
57 2026-27 ADJ PU (EST) 668.00

365 SAFE SCH LEVY LIMIT
= $36X(57) = 24,048.00

SAFE SCHOOLS INTERMEDIATE LEVY

366 SAFE SCH INTERMEDIATE
LEVY REQUEST? NO

367 INTERMEDIATE LEVY
ALLOWANCE <= $15

368 SAFE SCH INTERMEDIATE
LIMIT = (57)X(367) =

JUDGMENT LEVY

369 DISTRICT JUDGMENTS
370 INTERMED JUDGMENTS
371 JUDGMENT LIMIT
= (369)+(370) =

ICE ARENA LEVY

372 FY2025 NET OPR COSTS
373 ICE ARENA LEVY LIMIT
= 100% OF (372) =

FY2026 CAREER & TECHNICAL

374 SHARE OF FY2026 EST
COOPERATIVE BUDGET

375 FY2026 ESTIMATED
DISTRICT BUDGET 93,200.00

376 FY2026 EST BUDGET
= (374)+(375) = 93,200.00

377 PRELIMINARY REVENUE
= .35X(376) = 32,620.00

FY2026 CAREER & TECH CONT

378 LAST YEAR REVENUE
(FY2025 CTE AID
REPORT, LINE 11) 65,100.00

379 REVENUE GUARANTEE
= LESSER OF (376)
OR (378) = 65,100.00

380 PRELIMINARY REVENUE
= GREATER OF (377)
OR (379) = 65,100.00

381 REVENUE ALLOCATION FOR
CAREER TECH PER
MS 124D.4531, SUBD 5

382 CAREER TECH REVENUE
= (380)+(381) = 65,100.00

29 2023 ANTC 17,406,750
56 2025-26 ADJ PU (EST) 658.00

383 FY2026 ANTC/ADJ PU
= (29)/(56) = 26,454.03

384 LEVY RATIO FOR CTE
= LESSER OF 1 OR
(383)/$7,612 = 1.00000000

385 CAREER TECH LEVY LIMIT
= (382)X(384) = 65,100.00

386 EST CAREER TECH AID
= (382)-(385) =

ANNUAL OTHER POSTEMPLOYMENT
BENEFITS (OPEB)

387 AUTHORITY REQUESTED BY
DISTRICT BASED UPON
FY2025 EXPENSES PAID

388 PRORATION FACTOR TO
REFLECT STATEWIDE CAP

389 ANNUAL OPEB LEVY LIMIT
= (387)X(388) =

CAPITAL RELATED LEVY LIMITS

LONG TERM FAC MAINT REV (LTFM)

400 LTFM PLAN
APPROVAL STATUS APPROVED

INITIAL LTFM REVENUE

57 2026-27 ADJ PU (EST) 668.00
401 AVE BLDG AGE (EST)
(NO MAX AGE LIMIT) 70.49

402 BLDG AGE RATIO = LSR
OF 1 OR (401)/35 = 1.00000000

403 INITIAL LTFM REVENUE =
$380X(57)X(402) = 253,840.00

ADDITIONAL LTFM REVENUE
FOR QUALIFIED H&S
PROJECTS > $100,000

766 NET DEBT SERVICE FOR
EXISTING REGULAR
ALT FAC/H&S BONDS 1B

404 NET DEBT SERVICE FOR
PORTION OF EXISTING
ALT FAC BONDS 1A FOR
QUALIFIED H&S PROJ

767 NET LTFM REQ DEBT FOR
ELIG H&S>$100K

770 NET LTFM REQ DEBT FOR
ELIG ROOFING >$100K

405 NEW PAYGO LTFM LEVY
FOR ELIG H&S>$100K

406 NEW PAYGO LTFM LEVY FOR
ELIG ROOFING>$100K

407 TOTAL ADDL LTFM REV
FOR PROJECTS >$100K
= (404)+(405)+(766)
+(767)+(770)+(406) =

ADDITIONAL LTFM REVENUE FOR
FOR QUALIFIED VOLUNTARY PRE-K

768 NET LTFM REQ DEBT SERVICE FOR VPK

408 NEW PAYGO LTFM LEVY FOR VPK

409 TOTAL LTFM REVENUE UNDER NEW LAW = (403)+(407) +(408)+(768) = 253,840.00

OLD LAW HEALTH & SAFETY (H&S)

410 OLD LAW HEALTH & SAFETY REVENUE = FY2027 ESTIMATED H&S COST =

411 REG ALT FAC PAYGO REVENUE APPROVED FOR FY2027

412 ALT FAC/H&S PAYGO REV FOR NEW APPROVALS

413 PAYGO REVENUE FOR ALT FAC AND AF/H&S = (411)+(412) =

406 NEW PAYGO LTFM LEVY FOR ELIG ROOFING>$100K

765 NET DEBT SERVICE FOR EXISTING AND NEW REGULAR ALT FAC BONDS 1A

766 NET DEBT SERVICE FOR EXISTING AND NEW REGULAR ALT FAC/H&S BONDS 1B

767 NET LTFM REQ DEBT FOR ELIG H&S>$100K

414 NET LTFM REQ DEBT FOR ALL OTHER PROJECTS FOR ALT FAC 1A, IF (416) = NO THEN (769), ELSE 0 =

768 NET LTFM REQ DEBT SERVICE FOR VPK

770 NET LTFM REQ DEBT FOR ELIG ROOFING >$100K

OLD LAW H&S CONT

408 NEW PAYGO LTFM LEVY FOR VPK

415 TOTAL OLD LAW ALT FAC AND AF/H&S REVENUE = (408)+(413)+(414) +(765)+ (766)+(767) +(768)+(406)+(770) =

OLD LAW DEFERRED MAINTENANCE

416 ELIGIBLE FOR OLD LAW DEF MAINT REVENUE? YES

417 OLD LAW DEFERRED MAINTENANCE REVENUE = (403)X$64/$380 = 42,752.00

418 TOTAL OLD LAW FORMULA REVENUE FOR HOLD HARMLESS = (410)+(415)+(417) = 42,752.00

LTFM REVENUE

419 LTFM REVENUE FOR SCHOOL DISTRICT PROJECTS = GREATER OF (409) OR (418) = 253,840.00

420 DISTRICT REQUESTED REDUCTION FROM MAXIMUM (FROM LIS SYSTEM)

421 DISTRICT LTFM REVENUE = (419)-(420) = 253,840.00

422 DISTRICT SHARE OF ELIGIBLE COOP/INTERMED LTFM PROJECTS

423 TOTAL LTFM REVENUE = (421)+(422) = 253,840.00

LTFM TOTAL AIDS & LEVIES

57 2026-27 ADJ PU (EST) 668.00

424 LTFM EQUALIZED REVENUE = LSR OF (419), (421), OR $380X(57) = 253,840.00

35 2024 AG MODIFIED ANTC FOR LTFM REVENUE 11,428,179

LTFM TOTAL AIDS & LEVIES CONT

54 2023-24 ADJ PU (ACT) 670.40

425 FY2024 ANTC PER APU = (35)/(54) = 17,046.81

426 STATEWIDE ANTC/APU 13,658.23

427 LTFM EQUAL FACTOR = 125.5% OF (426) = 17,141.08

428 LTFM LEVY RATIO = LSR OF 1 OR (425)/(427) = .99450035

429 LTFM AID RATIO = 1-(428) = .00549965

430 LTFM INITIAL EQUAL AID = (424)X(429) = 1,396.03

431 LTFM INITIAL EQUALIZED LEVY = (424)-(430) = 252,443.97

432 2015 TOTAL ALT FAC GRANDFATHER AID

433 TOTAL LTFM EQUAL AID = GREATER OF (430) OR (432) = 1,396.03

434 TOTAL LTFM EQUAL LEVY = GTR OF ZERO OR (424)-(433) = 252,443.97

435 TOTAL LTFM UNEQUAL LEVY = GTR OF ZERO OR (423)-(433)-(434) =

436 TOTAL LTFM LEVY = (434)+(435) = 252,443.97

DEBT SERV PORTION OF LTFM REV

765 NET ALT FAC REG DEBT
766 NET ALT FAC/H&S DEBT

767 NET LTFM REQ DEBT FOR ELIG H&S>$100K

768 NET LTFM REQ DEBT SERVICE FOR VPK

769 NET LTFM REQ DEBT FOR ALL OTHER PROJECTS

DEBT SERV PORT LTFM REV CONT

770 NET LTFM REQ DEBT FOR ALL OTHER PROJECTS

771 TOTAL DEBT SERVICE LTFM REVENUE = (765)+(766)+(767) +(768)+(769)+(770) =

437 LTFM DEBT SERV EQUAL REVENUE = LESSER OF (424) OR (771) =

429 LTFM AID RATIO .00549965

438 LTFM DEBT INITIAL EQUAL AID = (437)X(429) =

439 LTFM DEBT EQUAL AID = GREATER OF (432) OR (438) BUT NOT MORE THAN (771) =

440 LTFM DEBT EQUAL LEVY = GTR OF ZERO OR (437)-(439) =

441 LTFM DEBT UNEQUAL LEVY = GTR OF ZERO OR (771)-(439)-(440) =

GEN FUND PORTION OF LTFM REV

423 TOTAL LTFM REVENUE 253,840.00

442 TOTAL GENERAL FUND LTFM REVENUE = (423)-(771) = 253,840.00

443 LTFM GEN FUND EQUAL REV = (424)-(437) = 253,840.00

444 LTFM GEN FUND EQUAL AID = (433)-(439) = 1,396.03

445 GEN FUND LTFM EQUAL LIMIT = GTR OF ZERO OR (443)-(444) = 252,443.97

446 GEN FUND LTFM UNEQUAL LIMIT = GTR OF ZERO OR (442)-(444)-(445) =

447 TOTAL GEN FUND LTFM LEVY = (445)+(446) = 252,443.97

DISABLED ACCESS LIMIT

448 FY 1992 - FY2027 APPROV DIS ACC COSTS 300,000.00

449 MAXIMUM = GTR OF (JUNE 1991 COMPONENT DISTS X 150,000) OR 300,000 = 300,000.00

450 LSR OF (448) OR (449) 300,000.00

451 FIRST YEAR DISABLED ACCESS LEVY CERTIFIED 1992

452 LAST YEAR TO CERTIFY = (451)+7 YEARS = 1999

453 TOTAL CUM CERT LEVY (PAY 93 TO PAY 24) 300,000.00

454 CERT LEVY PAY 2025

455 TOTAL CERTIFIED LEVY = (453)+(454) = 300,000.00

456 DISABLED ACCESS LIMIT = GREATER OF ZERO OR (450)-(455) =

LEASE LEVY LIMITATION

DISTRICT'S SHARE OF JOINT LEASE FOR INTERMEDIATE DISTRICTS 287, 288, 916 AND 917

APPROVED INTERMEDIATE OPERATING

ADMINISTRATIVE SPACE

457 FY2026 JOINT

458 FY2027 JOINT

INSTRUCTIONAL/STORAGE

459 FY2026 JOINT 2,788.00

460 FY2027 JOINT

461 TOT INTERMEDIATE OPERATING = (457) TO (460) = 2,788.00

APPROVED INTERMED CAPITALIZED

ADMINISTRATIVE SPACE

462 FY2026 JOINT

463 FY2027 JOINT

INSTRUCTIONAL/STORAGE

464 FY2026 JOINT 18,172.00

465 FY2027 JOINT

EXCESS FUNDS CAP LEASE

466 FY2026 JOINT

467 FY2027 JOINT

468 TOT INTERMEDIATE CAPITALIZED = SUM[(462) TO (465)] -(466)-(467) = 18,172.00

469 TOT INTERMEDIATE LEASE COSTS = (461)+(468) = 20,960.00

57 2026-27 ADJ PU (EST) 668.00

470 INTERMEDIATE PUPIL UNIT MAX LIMIT = $65X(57) = 43,420.00

471 INTERMEDIATE LEASE LIMIT = LSR (469) OR (470) = 20,960.00

472 INTERMEDIATE CARRYOVER (INCL IN REGULAR LEASE LIMIT) = (469)-(471) =

APPROVED REG OPERATING LEASES

ADMINISTRATIVE SPACE

473 FY2026 NONJOINT

474 FY2027 NONJOINT

INSTRUCTIONAL/STORAGE

475 FY2026 NONJOINT

476 FY2027 NONJOINT

477 REG OPERATING LEASES = SUM (473) TO (476)=

APPROVED REGULAR
CAPITALIZED LEASES

ADMINISTRATIVE SPACE

478 FY2026 NONJOINT
479 FY2027 NONJOINT

INSTRUCTIONAL/STORAGE

480 FY2026 NONJOINT
481 FY2027 NONJOINT

EXCESS FUNDS CAP LEASE

482 FY2026 NONJOINT
483 FY2027 NONJOINT

484 REG CAPITALIZED LEASES = [SUM (478) TO (481)] -[(482)+(483)] =

485 TOTAL APPROVED REGULAR LEASE COST & CARRYOVER = (472)+(477)+(484) =

57 2026-27 ADJ PU (EST) 668.00
486 REG PUPIL UNIT MAXIMUM LIMIT = $212X(57) = 141,616.00

487 COMM APPROVED LIMIT

488 REGULAR MAX LIMIT = GTR OF (486) OR (487) = 141,616.00

489 REGULAR LEASE LIMIT = LSR OF (485) OR (488) =

490 TOTAL LEASE LEVY LIMIT = (471)+(489) = 20,960.00

INITIAL CAPITAL RELATED LEVIES

232 OPERATING CAPITAL 158,984.00
447 LT FAC MAINTENANCE 252,443.97
456 DISABLED ACCESS
490 LEASE LEVY 20,960.00
491 COOP BLDG REPAIR
492 OTHER CAPITAL (MEMO)
493 CAP PROJECTS REFER

494 CAPITAL RELATED LIMITS = (232)+(447)+(456) +(490)+(491)+(492) +(493) = 432,387.97

OTHER INITIAL GENERAL LEVIES

495 CONSOLIDATION/ TRANSITION
496 REORGANIZATION OPERATING DEBT
497 HEALTH BENEFITS
498 ADDL RETIREMENT (MPLS AND STP)
499 SEVERANCE
500 ADMIN DISTRICT
501 SWIMMING POOL
502 TREE GROWTH
503 CONSOLIDATION/ RETIREMENT
504 ECON DEVELOP ABATE
505 OTHER GENERAL (MEMO)

506 SUBTOTAL, OTHER INITIAL GENERAL LEVIES = (495) T0 (505) =

INITIAL GENERAL FUND LEVY

507 GENERAL RMV VOTER APPROVED = (316) = 424,180.00

508 GENERAL RMV OTHER = (311)+(242) +(245) = 510,197.40

509 GENERAL NTC VOTER APPROVED = (493)

510 GENERAL NTC OTHER = (337)+(359)+(363) +(365)+(368)+(371) +(373)+(385)+(389) +(494)-(493)+(506) = 539,730.39

511 TOTAL INITIAL GENERAL LEVY LIMITATION = (507)+(508)+(509) +(510) = 1,474,107.79

COMMUNITY SERVICE

BASIC COMMUNITY EDUCATION

600 POPULATION (YR 2020) 4,802
601 GTR OF (600) OR 1,335 4,802

602 YOUTH SERVICE PROG? YES

603 AFTER SCHOOL ENRICHMENT? YES

604 FY2027 GENERAL REVENUE = $6.35X(601) = 30,492.70

605 FY2027 YOUTH SERVICE REV = $1.00X(601) = 4,802.00

606 FY2027 AFTER SCHOOL REVENUE = $1.85X(601) NOT TO EXCEED 10,000 AND $0.43XPOPULATION IN EXCESS OF 10,000 = 8,883.70

607 FY2027 COMMUNITY EDUCATION REVENUE = (604)+(605)+(606) = 44,178.40

30 2024 ANTC 18,294,397
608 STANDARD COMM ED LEVY = 0.003128X(30) = 57,224.87

609 COMM ED LEVY LIMIT = LSR (607) OR (608) = 44,178.40

610 FY2027 EST GROSS COMM ED AID = (607)-(609) =

EARLY CHILD FAMILY EDUCATION

FY2025 ECFE ANNUAL REPORT MUST BE SUBMITTED TO CERTIFY EARLY CHILDHOOD FAMILY ED & HOME VISIT LEVIES FOR FY2027

611 DIST PLANS TO LEVY FOR FY2027 ECFE REVENUE? YES

612 ECFE ANNUAL REPORT SUBMITTED? YES
613 POPULATION UNDER FIVE YEARS OF AGE 224

614 GTR OF 150 OR (613) = 224

615 ECFE ALLOWANCE = 0.023X(100) = 177.22

ECFE CONT

616 FY2027 EARLY CHILD FAMILY REVENUE IF (611) = YES = (614)X(615), IF ANNUAL REPT = YES 39,697.28

30 2024 ANTC 18,294,397
617 ECFE TAX RATE .00177098
618 = (617)X(30) = 32,399.01

619 EARLY CHILD LEVY LIMIT = LESSER OF (616) OR (618) = 32,399.01

620 EST FY2027 EARLY CHILD AID = (616)-(619) = 7,298.27

HOME VISITING LIMIT

621 DIST PLANS TO LEVY FOR FY2027 HOME VISIT? YES

622 HOME VISITING REVENUE IF (621) = YES AND (618) > $0, = $3.00X(613), ELSE = $0 672.00

230 FY2027 ANTC/ADJ PU 27,386.82
623 HOME VISIT LEVY RATIO = LESSER OF 1 OR (230)/$17,250 = 1.00000000

624 FY2027 HOME VISIT LIMIT = (622)X(623) = 672.00

625 FY2027 EST HOME VISIT AID = (622)-(624) =

ADULTS WITH DISABILITIES

626 ADULTS WITH DISABILITIES REQUEST? NO

627 DISTRICT POPULATON TIMES $0.34 = (600)X$0.34 =

628 FY 23 ADULTS WITH DISABILITIES REVENUE

629 TOTAL REVENUE, = GREATER OF (627) OR (628) =

ADULTS WITH DISABILITIES CONT

630 ANTC TIMES DISTRICT TAX RATE NOT TO EXCEED 0.005 = (30)X0.00005 =

631 DISABLED ADULTS LEVY LIMIT = LESSER OF (629) OR (630) =

632 ADULTS WITH DISABILITIES AID = (629)-(631) =

SCHOOL-AGE CARE

633 FY2027 SCHOOL-AGE CARE REVENUE (FY2027 EST COST)

30 2024 ANTC 18,294,397
46 2026-27 RES PU (EST) 681.60

634 ANTC/RES PU = (30)/(46) = 26,840.37

635 LEVY RATIO = LSR OF 1 OR (634)/$2,318 = 1.00000000

636 FY2027 SCHOOL-AGE CARE LIMIT = (633)X(635) =

637 FY2027 EST GROSS SCHOOL-AGE CARE AID = (633)-(636) =

COMMUNITY SERVICE SUMMARY

638 OTHER COMM ED (MEMO)

639 TOTAL INITIAL COMMUNITY SERVICE LEVY LIMIT = (609)+(619)+(624) +(631)+(636)+(638) = 77,249.41

GENERAL DEBT SERVICE (FUND 7)

REQUIRED DEBT SERVICE LEVY (EQUAL TO 105% OF THE FY2027 PRINCIPAL AND INTEREST PAYMENTS)

REQ DEBT ELIGIBLE FOR LTFM REV
FACILITIES MAINTENANCE (LTFM) REV

700 ALT FAC REGULAR REQ DEBT SERV LEVY

701 ALT FAC/H&S REQ DEBT SERV LEVY

702 NEW LTFM REQ DEBT FOR ELIG H&S>$100K

703 NEW LTFM REQ DEBT SERVICE FOR VPK

704 NEW LTFM REQ DEBT FOR ALL OTHER PROJECTS

705 NEW LTFM REQ DEBT FOR ALL ROOF PROJECTS

706 TOTAL REQ DEBT SERV LEVY FOR LTFM REVENUE = (700)+(701)+(702) +(703)+(704)+(705) =

REQ DEBT ELIGIBLE FOR NATURAL
DISASTER EQUAL AID (MS 123B.535)

707 NATURAL DISASTER REQ DEBT SERV LEVY

REQUIRED DEBT ELIGIBLE FOR DEBT
EQUALIZATION AID (MS 123B.53)

708 TACONITE BONDS REQ DEBT SERV LEVY

709 TAC FUNDING FOR BONDS (NOT IRRRB)

710 TAC ADJ TO REQ = (709) OR [(709)X1.05] =

711 NET REQUIRED DEBT SERVICE LEVY TACONITE = (708)-(710) =

712 VOTER APPR ELIG BONDS SOLD BY JULY 1, 2025 2,733,150.00

DEBT EQUAL AID CONT

713 NON-VOTER ELIG BONDS SOLD BY JULY 1, 2025

714 VOTER APPR IRRRB BONDS SOLD BY JULY 1, 2025

715 TOTAL REQUIRED DEBT LEVY ELIG FOR DEBT EQUAL AID = (711)+(712) +(713)+(714) = 2,733,150.00

REQUIRED DEBT FOR BONDS ELIG FOR FUTURE DEBT EQUALIZATION AID

716 VOTER APPR BONDS SOLD AFTER JULY 1, 2025 ELIG FOR FUTURE AID

717 NON-VOTER BONDS SOLD AFTER JULY 1, 2025 ELIG FOR FUTURE AID

718 SUBTOTAL, FUTURE DEBT AID ELIGIBLE = (716)+(717) =

OTHER REQUIRED DEBT FOR BONDS INELIGIBLE FOR DEBT EQUAL AID

719 VOTER APPR BONDS INELG FOR DEBT EQUAL AID

NON-VOTER APPR INELIG BONDS

720 FACIL BOND-MS 123B.62
721 EQUIP BOND-MS 123B.61
722 REORG OPER DEBT
723 ECON DEV ABATEMENT
724 JUDGMENT
725 OTHER NON-VOTER
726 INELG LEASE PURCHASE

727 SUBTOTAL, REQ DEBT FOR NON-VOTER INELIG BONDS = (720) THRU (726) =

728 REQ DEBT SERVICE LEVY FOR BONDS INELGIBLE FOR DEBT EQUAL AID = (718)+(719)+(727) =

NON-VTR APPR INELIG BOND CONT

729 GDS REQ DEBT SERV LEVY = (706)+(707)+(715) +(718)+(719)+(728) = 2,733,150.00

730 GDS REQ DEBT SERV LEVY VOTER APPR = (711)+(712) +(714)+(716)+(719) = 2,733,150.00

30 2024 ANTC 18,294,397

731 MAXIMUM EFFORT DEBT SERVICE TAX RATE %

732 MAX EFFORT DEBT SERV LEVY = (30)X(731) =

733 DEBT EQUAL REVENUE BASE = GTR OF ZERO OR [(715)-(732)] = 2,733,150.00

734 BOARD AUTHORIZED TRANSFER TO FUND 7 REDUCING REQUIRED DEBT SERVICE LEVY

735 FEDERAL FUNDS REDUCING REQUIRED DEBT SERVICE LEVY

FUND 7 DEBT BALANCE

736 JUNE 2024 FUND 7-425 BAL FOR BOND REFUND

737 JUNE 2024 FUND 7-451 BAL FOR QZAB & QSCB

738 JUNE 2024 FUND 7-460 BALANCE NONSPENDABLE

739 JUNE 2024 FUND 7-463 BALANCE UNASSIGN NEG

740 JUNE 2024 FUND 7-464 BALANCE RESTRICTED (FOR DEBT EXCESS) 86,294.56

741 PAY 24 DEBT EXCESS LEVY REDUCTION

742 PAY 25 DEBT EXCESS LEVY REDUCTION

743 5% OF PAY 26 REQ DEBT SERV LEVY = (729)X5% = 136,657.50

FUND 7 DEBT BALANCE CONT

744 FUND 7 AVAIL BALANCE = GTR OF ZERO OR [(740) -(741)-(742)-(743)] =

745 RETAIN FOR CAPITAL LOAN REPAYMENT

746 APPROVED DEBT EXCESS TO BE RETAINED

747 DISTRICT REQUESTED ADDITIONAL EXCESS

748 CERTIFIED DEBT EXCESS = GTR OF 0 OR (744) -(745)-(746)+(747) =

749 EXCESS USED TO RETIRE FAC & EQUIP BONDS

750 ADJUSTED DEBT EXCESS = (748)-(749) =

BREAKDOWN OF NET DEBT EXCESS

751 BASE FOR NET DEBT EXCESS DISTRIBUTION = IF (732)>0, THEN 0 ELSE (729)-(718) = 2,733,150.00

752 DEBT EXCESS RATIO = LSR 1 OR (750)/(751)=

753 NET DEBT EXCESS FOR ELG REQ DEBT SERVICE = (715)X(752) =

754 EXCESS FOR ELIGIBLE ALT FAC REGULAR BONDS = (700)X(752) =

755 EXCESS FOR ELIGIBLE ALT FAC/H&S BONDS = (701)X(752) =

756 EXCESS FOR ELIGIBLE LTFM IAQFAA BONDS = (702)X(752) =

757 EXCESS FOR ELIGIBLE LTFM VPK BONDS = (703)X(752) =

758 EXCESS FOR ELIGIBLE LTFM OTHER BONDS = (704)X(752) =

NET DBT EXCESS BREAKDOWN CONT

759 EXCESS FOR ELIGIBLE LTFM ROOF BONDS = (705)X(752) =

760 GENERAL FUND LEVY ADJ FOR FACILITY & EQUIP BONDS = ZERO-(720) -(721)-(749) =

761 UNALLOCATED DEBT EXCESS = GTR OF ZERO OR [(750)-(751)] =

NET DEBT EXCESS SUMMARY

762 DEBT EXCESS FOR VOTER APPROVED BONDED DEBT = [(730)-(716)]X(752) =

763 DEBT EXCESS FOR NON-VOTER APPROVED DEBT = (750)-(761)-(762) =

764 NET DEBT EXCESS FOR DEBT SERV LEVY REDUCT = (762)+(763) =

LONG TERM FACILITIES MAINT AID

765 NET ALT FAC REG DEBT = (700)-(754) =

766 NET ALT FAC/H&S DEBT = (701)-(755) =

767 NET LTFM REQ DEBT FOR ELIG H&S>$100K = (702)-(756) =

768 NET LTFM REQ DEBT FOR ELIG VPK = (703)-(757) =

769 NET LTFM REQ DEBT FOR ALL OTHER PROJECTS = (704)-(758) =

770 NET LTFM REQ DEBT FOR ALL OTHER PROJECTS = (705)-(759) =

771 NET DEBT LEVY FOR LT FAC MAINT = (765)+(766)+(767) + (768)+(769)+(770) =

LTFM AID CONT

437 LTFM DEBT EQUAL REV

439 LTFM DEBT EQUAL AID

440 LTFM DEBT EQUAL LEVY

441 LTFM DEBT UNEQUAL LVY

772 LTFM DEBT LEVY LIMIT (440)+ (441)+(754)+(755)+(756)+ (757)+(758)+(759) =

NATURAL DISASTER DEBT EQUAL

30 2024 ANTC 18,294,397

773 TEN PERCENT ANTC = 0.10X(30) = 1,829,439

707 REQ DEBT LEVY FOR NATURAL DISASTER DEBT

774 FY2027 DISASTER DEBT EQ REV = GTR OF ZERO OR [(707)-(773)] =

54 2023-24 ADJ PU (ACT) 670.40

775 FY2024 ANTC PER APU = (30)/(54) = 27,288.78

776 STATEWIDE AVE ANTC INC PER APU 14,626.35

777 DISASTER EQUAL FACTOR = 300% OF (776) = 43,879.05

778 NATURAL DISASTER LEVY RATIO = LSR OF 1 OR (775)/(777) = .62190909

779 DISASTER AID RATIO = 1-(778) = .37809091

780 DISASTER DEBT EQUAL AID = (774)X(779) =

781 DISASTER LEVY LIMIT = (707)-(780) =

DEBT EQUALIZATION AID

733 DEBT EQUAL BASE 2,733,150.00

753 DEBT EXCESS FOR ELIG REQUIRED DEBT

782 FY2027 NET REV ADJ TO DEBT EQUALIZATION REVENUE (MEMO)

783 FY2027 GROSS DEBT EQUALIZATION REVENUE = (733)-(753)+(782) = 2,733,150.00

30 2024 ANTC 18,294,397

784 = 0.1050X(30) = 1,920,911.69

785 MAX UNEQ LOCAL EFFORT = 0.1574X(30) = 2,879,538.09

786 FY2027 NET DEBT EQ REV = GTR OF 0 OR [(783)-(785)] =

787 PRELIM TIER 1 EQU REV = LSR (786) OR (784) =

788 PRELIM TIER 2 EQU REV = (786)-(787) =

732 MAXIMUM EFFORT DEBT SERVICE LEVY

789 MAX EFFORT TIER 1 REV

790 MIN TIER 2 REV FOR MAX EFFORT = GTR OF ZERO OR (783)-(732) =

791 TIER 1 EQUAL REV = GTR OF (787) OR (789) =

792 TIER 2 EQUAL REV = GTR OF (788) OR (790) =

54 2023-24 ADJ PU (ACT) 670.40

793 2024 ANTC /ADJ APU = (30)/(54) = 27,288.78

794 TIER 1 DEBT EQUAL LEVY RATIO = LSR OF 1 OR (793)/[GTR OF $4,430 OR 55.33% OF (776)] = 1.00000000

795 TIER 2 DEBT EQUAL LEVY RATIO = LSR OF 1 OR (793)/[GTR OF $8,000 OR 100% OF (776)] = 1.00000000

DEBT EQUALIZATION AID CONT

796 TIER 1 DEBT EQU AID RATIO = 1-(794) =
797 TIER 2 DEBT EQU AID RATIO = 1-(795) =

798 TIER 1 DEBT AID = (791)X(796) =
799 TIER 2 DEBT AID = (792)X(797) =

800 TOTAL DEBT EQ AID = (798)+(799) =

801 NON VOTER DEBT AID = (800)X(713)/(715) =

802 VOTER APPR DEBT AID = (800)-(801) =

MINIMUM EST MAX EFFORT PAYMENT

732 MAX EFFORT DEBT LEVY

803 MAX EFFORT REQ LEVY = GTR OF ZERO OR [(729)+(925)+(926)-(706) -(719)-(720)-(721) =

804 MINIMUM EST MAX EFFORT PAYMENT = GTR OF 0 OR (732)-(802) =

ADJUSTMENT TO GDS LIMIT FOR IRRRB ALLOCATION

805 FY2027 IRRRB FUNDING FOR VOTER-APPR BONDS

806 PAY 26 IRRRB ADJUSTMENT FOR VOTER-APPROV BONDS = - ((805)X1.05) =

807 FY2027 IRRRB FUNDING FOR NON-VOTER BONDS

808 PAY 26 IRRRB ADJUSTMENT FOR NON-VOTER BONDS = - ((807)X1.05) =

809 DEBT EQUAL AID ELIG, VOTER APPROVED = GTR OF ZERO OR [(711)+(712)+(714) +(804)-(802)-(806)] = 2,733,150.00

ADJ TO GDS LIM FOR IRRRB ALLO

810 DEBT EQUAL AID ELIG, NON VOTER APPROVED =GTR OF [(713)-(801)-(808)] OR ZERO =

811 DEBT EQUAL AID INELIG, VOTER APPROVED =(716)+(719) =

812 DEBT EQUAL AID INELIG, NON VOTER APPROVED =(717)+(727) =

772 LTFM DEBT LEVY LIMIT NON VOTER APPROVED

781 DISASTER LEVY LIMIT VOTER APPROVED

INITIAL GENERAL DEBT SERVICE

813 INITIAL GDS LEVY LIM VOTER APPROVED = (809)+(811)+(781) = 2,733,150.00

814 INITIAL GDS LEVY LIM NON VOTER APPROVED = (810)+(812)+(772) =

815 TOTAL INITIAL GDS LEVY LIMIT = (813)+(814) = 2,733,150.00

OTR POSTEMPLOY BENEFITS (OPEB) & PENSION DEBT SERVICE (FUND 47)

900 LEVY BONDS IRREV TRUST VOTER APPROVED

901 LEVY BONDS REVOC TRUST VOTER APPROVED

902 REQ DEBT SERV LEVY OPEB BONDS VOTER APPROVED = (900)+(901) =

903 LEVY BONDS IRREV TRUST NON-VOTER APPROVED

904 LEVY BONDS REVOC TRUST NON-VOTER APPROVED

905 REQUIRED DEBT SERVICE LEVY FOR OPEB BONDS NON-VOTER APPROVED = (903)+(904) =

FUND 47 DEBT BALANCE

906 REQ DEBT SERV LEVY FOR PENSION BONDS (MPLS)

907 REQ DEBT SERVICE LEVY FOR OPEB/PENSION BONDS NON-VOTER APPROVED = (905)+(906) =

908 JUNE 2024 FUND 47-425 BAL FOR BOND REFUND

909 JUNE 2024 FUND 47-460 BALANCE NONSPENDABLE

910 JUNE 2024 FUND 47-463 BALANCE UNASSIGN NEG

911 JUNE 2024 FUND 47-464 BALANCE RESTRICTED

912 JUNE 2024 FUND 47-464 BALANCE VOTER APPROV

913 JUNE 2024 FUND 47-464 BAL NON-VOTER APPROV = (911)-(912) =

914 PAY 24 OPEB DEBT EXC REDUCTION NON-VOTER

915 PAY 25 OPEB DEBT EXC REDUCTION NON-VOTER

916 5% OF REQUIRED OPEB DEBT SERV LEVY VOTER = (902)X5% =

917 5% OF REQUIRED OPEB DEBT SERV LEVY NONVOT = (907)X5% =

918 RETAIN FOR CAP LOAN REPAYMENT NON-VOTER

919 APPROV DEBT EXCESS TO BE RETAINED NON-VOTER

920 FUND 47 AVAILABLE BALANCE VOTER APPROVED = GREATER OF ZERO OR [(912)-(916)] =

921 FUND 47 AVAILABLE BALANCE NON-VOTER = GTR ZERO OR [(913)-SUM (914) TO (919)] =

922 CLOSING FUND 47 TO FUND 7 TRANSFER IF (921) GTR ZERO AND (907) = ZERO, ELSE 0

FUND 47 DEBT BALANCE CONT

923 ADDITIONAL DEBT EXCESS REQUESTED OPEB/PENSION BONDS VOTER APPROVED

924 ADDITIONAL DEBT EXCESS REQUESTED OPEB/PENSION NON-VOTER APPROVED

925 NET DEBT SERVICE LEVY FOR VOTER APPROVED OPEB/PENSION BONDS = (902)-(920)-(923) =

926 NET DEBT SERVICE LEVY FOR OPEB/PENSION BONDS NON-VOTER APPROVED = (907)-(921)-(924) =

LEVY LIMITATION ADJUSTMENTS

IN GENERAL, IF WE HAVE:
A FINAL LEVY AUTHORITY
B PREVIOUSLY CALCULATED AUTHORITY
C CERTIFIED LEVY BASED ON (B)
D LEVY ADJUSTMENT, THEN:
IF A>B, D=A-B
IF A<C, D=A-C
OTHERWISE D=ZERO

GENERAL FUND ADJUSTMENTS

FY2026 OPERATING
CAPITAL LEVY ADJUSTMENT

1000 FY2026 OPER CAP LEVY AUTH (FROM FY2026 GENERAL EDUC REV REPORT, LINE 197) 156,532.60

1001 24 PAY 25 LIMIT 152,650.24
1002 24 PAY 25 LEVY 152,650.24

1003 FY2026 OPER CAPITAL LEVY ADJUSTMENT = ((1000)-(1001)) = 3,882.36

FY2026 LOR TIER 1 LEVY ADJUST

1004 FY2026 LOR TIER 1 (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 185) 135,693.58

LOR TIER 1 LEVY ADJ CONT

1005 ALLOCATION OF TBRA (FROM PAY 25 LEVY REPORT, LINE 279)

1006 ALLOC OF REF HOLD HARM (FROM PAY 25 LEVY REPORT, LINE 306)

1007 24 PAY 25 LIMIT 142,272.11
1008 24 PAY 25 LEVY 142,272.11

1009 PAY 25 LIMIT BEFORE TBRA AND HOLD HARM ADJ = (1005) +(1006)+(1007) = 142,272.11

1010 PAY 25 LEVY BEFORE TRBA AND HOLD HARM ADJ = (1005) +(1006)+(1008) = 142,272.11

1011 FY2026 LOR TIER 1 LEVY ADJUSTMENT = ((1004)-(1010)) = 6,578.53-

FY2026 LOR TIER 2
LEVY ADJUSTMENT

1012 FY2026 LOR TIER 2 (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 202) 262,860.81

1013 24 PAY 25 LIMIT 272,165.60
1014 24 PAY 25 LEVY 272,165.60

1015 FY2026 LOR TIER 2 LEVY ADJUSTMENT = ((1012) - (1014)) 9,304.79-

FY2026 EQUITY LEVY ADJUSTMENT

1016 FY2026 EQUITY LEVY AUTH (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 205) 91,403.86

1017 24 PAY 25 LIMIT 89,585.17
1018 24 PAY 25 LEVY 89,585.17

1019 FY2026 EQUITY LEVY ADJUSTMENT = ((1016)-(1017)) = 1,818.69

FY2026 TRANSITION LEVY ADJUST

1020 FY2026 TRANSITION LEVY AUTH (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 213)

1021 24 PAY 25 LIMIT
1022 24 PAY 25 LEVY

1023 FY2026 TRANSITION LEVY ADJUSTMENT

FY2026 1ST TIER REFERENDUM
LEVY ADJUST

1024 FY2026 1ST TIER REF LEVY AUTH (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 242) 302,542.00

1025 ALLOCATION OF TBRA (FROM PAY 25 LEVY REPORT, LINE 280)

1026 ALLOC OF REF HOLD HARM (FROM PAY 25 LEVY REPORT, LINE 307)

1027 24 PAY 25 LIMIT 295,274.00
1028 24 PAY 25 LEVY 295,274.00

1029 PAY 25 LIMIT BEFORE TBRA AND HOLD HARM ADJ = (1025)+(1026) +(1027) = 295,274.00

1030 PAY 25 LEVY BEFORE TBRA AND HOLD HARM ADJ = (1025)+(1026) +(1028) = 295,274.00

1031 FY2026 1ST TIER VTR REF LEVY ADJUSTMENT = ((1024)-(1029)) = 7,268.00

FY2026 2ND TIER REF LEVY ADJ

1032 FY2026 2ND TIER REF LEVY AUTH (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 244) 115,097.50

1033 ALLOCATION OF TBRA (FROM PAY 25 LEVY REPORT, LINE 281)

1034 ALLOC OF REF HOLD HARM (FROM PAY 25 LEVY REPORT, LINE 308)

1035 24 PAY 25 LIMIT 112,332.50
1036 24 PAY 25 LEVY 112,332.50

1037 PAY 25 LIMIT BEFORE TBRA AND HOLD HARM ADJ = (1033)+(1034) +(1035) = 112,332.50

1038 PAY 25 LEVY BEFORE TBRA AND HOLD HARM ADJ = (1033)+(1034) +(1036) = 112,332.50

1039 FY2026 2ND TIER REF LEVY ADJUSTMENT = ((1032)-(1037)) = 2,765.00

FY2026 UNEQUAL REF LEVY ADJ

1040 FY2026 UNEQUAL REF LEVY AUTH (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 246)

1041 ALLOCATION OF TBRA (FROM PAY 25 LEVY REPORT, LINE 282)

1042 ALLOC OF REF HOLD HARM (FROM PAY 25 LEVY REPORT, LINE 309)

1043 24 PAY 25 LEVY
1044 24 PAY 25 LEVY

1045 PAY 25 LIMIT BEFORE TBRA AND HOLD HARM ADJ = (1041)+(1042) +(1043) =

FY2026 UNEQUAL REF ADJ CONT

1046 PAY 25 LEVY BEFORE TBRA AND HOLD HARM ADJ = (1041)+(1042) +(1044) =

1047 FY2026 UNEQUALIZED REF LEVY ADJUSTMENT

FY2026 TBRA ALLOCATION ADJUST TO VOTER-APPROVED LEVIES

FY2026 ALLOCATION OF TBRA TO REF LEVY CATEGORIES (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINES 257 TO 259)

1048 TIER 1 LEVY
1049 TIER 2 LEVY
1050 UNEQL LEVY

1051 TOTAL FY2026 TBRA ALLOC TO REF LEVY CATEGORIES = (1048) TO (1050) =

1052 TOTAL FY2026 TBRA ALLOC TO REF LEVY CATEGORIES FROM PAY 25 LEVY = (1025)+(1033) +(1041) =

1053 FY2026 TBRA ALLOCATION VTR-APPR ADJUSTMENT = (1052)-(1051) =

FY2026 LOR TBRA ALLOCATION ADJ

1054 FY2026 ALLOCATION OF TBRA TO LOR TIER 1 LEVY (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 256)

1005 ALLOCATION OF TBRA (FROM PAY 25 LEVY REPORT, LINE 279)

1055 FY2026 TBRA ALLOCATION LOR LEVY TIER 1 ADJUSTMENT = (1005)-(1054) =

FY2026 REFERENDUM HOLD HARMLESS ADJ TO VTR-APPROVED LEVIES

1056 FY2026 ALLOC OF HOLD HARM TO REF LEVY CATEGORIES (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINES 285 TO 287)

1057 TIER 1 LEVY
1058 TIER 2 LEVY
1059 UNEQL LEVY

1060 TOTAL HOLD HARM ALLOC TO REF LEVY CATEGORIES = (1057) TO (1059) =

1061 TOTAL FY2026 HOLD HARM ALLOC TO REF LEVY CATEGORIES FROM PAY 25 LEVY = (1026) +(1034)+(1042) =

1062 FY2026 HOLD HARM ALLOC VTR-APPR ADJUSTMENT = (1061)-(1060) =

FY2026 REFERENDUM HOLD HARMLESS ADJUSTMENT TO TIER 1 LEVIES

1063 FY2026 ALLOC OF HOLD HARM TO LOR TIER 1 LEVY (FROM FY2026 GENERAL EDUC REVENUE REPORT, LINE 284)

1006 ALLOC OF REF HOLD HARM (FROM PAY 25 LEVY REPORT, LINE 306)

1064 FY2026 HOLD HARM ALLOC TIER 1 LEVY ADJUSTMENT = (1006)-(1063) =

FY2026 INTEGRATION ADJUSTMENT

1065 FY2026 INTEG LEVY AUTH (FROM INTEGRATION REVENUE REPORT, LINE 21) 18,635.10

1066 24 PAY 25 LIMIT 18,480.75
1067 24 PAY 25 LEVY 18,480.75

1068 FY2026 INTEGRATION ADJUSTMENT LIMIT = (1065)-(1066) = 154.35

FY2026 ALT TEACHER COMP ADJ

1069 FY2026 ALT COMP LEVY AUTH (FROM FY2026 GEN ED REVENUE REPORT, LINE 338)
1070 24 PAY 25 LIMIT
1071 24 PAY 25 LEVY
1072 FY2026 ALT TEACH COMP LEVY ADJUSTMENT

FY26 & FY25 CAPITAL RELATED ADJ

FY2026 LTFM EQUAL LEVY ADJ

1073 FY2026 EST LTFM EQUALIZED LEVY AUTHORITY (FROM FY2026 WEBSITE REPORT, LINE 63) 247,744.01
1074 24 PAY 25 LIMIT 241,793.59
1075 24 PAY 25 LEVY 241,793.59
1076 FY2026 LTFM EQUALIZED LEVY ADJUST = (1073)-(1074) = 5,950.42

FY2026 LTFM UNEQUAL LEVY ADJ

1077 FY2026 EST LTFM UNEQUALIZED LEVY AUTHORITY (FROM FY2026 WEBSITE REPORT, LINE 64)
1078 24 PAY 25 LIMIT
1079 24 PAY 25 LEVY
1080 FY2026 LTFM UNEQUALIZED LEVY ADJUST

FY2026 HEALTH & SAFETY

1081 FY2026 HEALTH AND SAFETY REBATES ADJUST

FY2025 LTFM EQUAL LEVY ADJUST

1082 FY2025 EST LTFM EQUALIZED LEVY AUTHORITY (FROM FY2025 WEBSITE REPORT, LINE 63) 230,207.14

FY2025 LTFM EQUAL LVY ADJ CONT

1083 23 PAY 24 LIMIT 225,081.29
1084 23 PAY 24 LEVY 225,081.29
1085 TOTAL ADJUSTMENT = (1082)-(1083) = 5,125.85
1086 24 PAY 25 ADJ LIMIT 5,125.85
1087 24 PAY 25 ADJ LEVY 5,125.85
1088 FY2025 LTFM EQUALIZED LEVY ADJUST

FY2025 LTFM UNEQUAL LEVY ADJ

1089 FY2025 EST LTFM UNEQUALIZED LEVY AUTH (FROM FY2025 WEBSITE REPORT, LINE 64)
1090 23 PAY 24 LIMIT
1091 23 PAY 24 LEVY
1092 TOTAL ADJUSTMENT
1093 24 PAY 25 ADJ LIMIT
1094 24 PAY 25 ADJ LEVY
1095 FY2025 LTFM UNEQUALIZED LEVY ADJUST

3 YEAR PRIOR ADJUSTMENTS

FY2024 OPERATING CAPITAL LEVY ADJUSTMENT

1096 FY2024 OPER CAP LEVY AUTH (FROM FY2024 GENERAL EDUC REVENUE REPORT, LINE 190) 119,993.23
1097 22 PAY 23 LIMIT 119,807.95
1098 22 PAY 23 LEVY 119,807.95
1099 TOTAL ADJUST TO PAY 23 OPER CAP LEVY AUTH = ((1096)-(1097)) = 185.28
1100 23 PAY 24 ADJ LIMIT 95.88
1101 23 PAY 24 ADJ LEVY 95.88
1102 FY2024 OPER CAPITAL LEVY ADJUSTMENT = ((1099)-(1100)) = 89.40

FY2024 LOR TIER 1 LEVY ADJ

1103 FY2024 LOC OPT TIER 1 AUTH (FROM FY2024 GENERAL EDUC REVENUE REPORT, LINE 209) 112,267.53
1104 22 PAY 23 LIMIT 111,231.21
1105 22 PAY 23 LEVY 111,231.21
1106 TOTAL ADJUST TO PAY 23 LOR OPTIONAL LEVY AUTH = ((1103)-(1104)) = 1,036.32
1107 23 PAY 24 ADJ LIMIT
1108 23 PAY 24 ADJ LEVY
1109 FY2024 LOR OPTIONAL LEVY ADJUSTMENT = ((1106)-(1107)) = 1,036.32

FY2024 LOR TIER 2 LEVY ADJUST

1110 FY2024 LOC OPT LEVY AUTH (FROM FY2024 GENERAL EDUC REVENUE REPORT, LINE 211) 273,786.01
1111 22 PAY 23 LIMIT 271,258.76
1112 22 PAY 23 LEVY 271,258.76
1113 TOTAL ADJUST TO PAY 23 LOR OPTIONAL LEVY AUTH = ((1110) - (1111)) 2,527.25
1114 23 PAY 24 ADJ LIMIT
1115 23 PAY 24 ADJ LEVY
1116 FY2024 LOR OPTIONAL LEVY ADJUSTMENT = ((1113) - (1114)) 2,527.25

FY2024 EQUITY LEVY ADJUSTMENT

1117 FY2024 EQUITY LEVY AUTH (FROM FY2024 GENERAL EDUC REVENUE REPORT, LINE 214) 88,568.80
1118 22 PAY 23 LIMIT 86,751.62
1119 22 PAY 23 LEVY 86,751.62
1120 TOTAL ADJUST TO PAY 23 EQUITY LEVY AUTH = ((1117)-(1118)) = 1,817.18

FY2024 EQUITY LEVY ADJ CONT

1121 23 PAY 24 ADJ LIMIT 951.65
1122 23 PAY 24 ADJ LEVY 951.65

1123 FY2024 EQUITY LEVY ADJUSTMENT = ((1120)-(1121)) = 865.53

FY2024 TRANSITION LEVY ADJ

1124 FY2024 TRANSITION LEVY AUTH (FROM FY2024 GENED REV RPT, LINE 222)

1125 22 PAY 23 LIMIT
1126 22 PAY 23 LEVY

1127 TOTAL ADJUST TO PAY 23 TRANSITION LEVY AUTH

1128 23 PAY 24 ADJ LIMIT
1129 23 PAY 24 ADJ LEVY

1130 FY2024 TRANSITION LEVY ADJUSTMENT

FY2024 1ST TIER VOTER APPROVED REFER LEVY ADJUST

1131 FY2024 1ST TIER REF LEVY AUTH (FROM FY2024 GENED REV RPT, LINE 254) 267,171.63

1132 PAY 23 LIMIT BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 24 LEVY REPORT, LINE 1029) 264,705.44

1133 PAY 23 LEVY BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 24 LEVY REPORT, LINE 1030) 264,705.44

1134 TOTAL ADJUST TO PAY 23 1ST TIER REF LEVY AUTH = ((1131)-(1132)) = 2,466.19

1135 23 PAY 24 ADJ LIMIT
1136 23 PAY 24 ADJ LEVY

1137 FY2024 1ST TIER REF LEVY ADJUSTMENT = ((1134)-(1135)) = 2,466.19

FY2024 2ND TIER REF LEVY ADJ

1138 FY2024 2ND TIER REF LEVY AUTH (FROM FY2024 GENERAL EDUC REV RPT, LINE 253) 117,320.00

1139 PAY 23 LIMIT BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 24 LEVY REPORT, LINE 1037) 112,980.00

1140 PAY 23 LEVY BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 24 LEVY REPORT, LINE 1038) 112,980.00

1141 TOTAL ADJUST TO PAY 23 2ND TIER REF LEVY AUTH = ((1138)-(1139)) = 4,340.00

1142 23 PAY 24 ADJ LIMIT
1143 23 PAY 24 ADJ LEVY

1144 FY2024 2ND TIER REF LEVY ADJUSTMENT = ((1141)-(1142)) = 4,340.00

FY2024 UNEQUAL REF LEVY ADJ

1145 FY2024 UNEQUAL REF LEVY AUTH (FROM FY2024 GENERAL EDUC REVENUE REPORT, LINE 255)

1146 PAY 23 LIMIT BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 24 LEVY REPORT, LINE 1045)

1147 PAY 23 LEVY BEFORE TBRA AND HOLD HARM ADJ (FROM PAY 24 LEVY REPORT, LINE 1046)

1148 TOTAL ADJUST TO PAY 23 UNEQUAL REF LEVY AUTH

1149 23 PAY 24 ADJ LIMIT
1150 23 PAY 24 ADJ LEVY

1151 FY2024 UNEQUAL REF LEVY ADJUSTMENT

FY2024 TBRA ALLOCATION ADJ TO VOTER-APPROVED LEVIES

1152 FY2024 ALLOC OF TBRA TO VTR-APPR REF LEVIES (FROM FY2024 GENERAL EDUC REVENUE REPORT, LINES 266 TO 268)

1153 PAY 23 ALLOC OF TBRA TO VOTER-APPR REF LEVY (FROM PAY 23 LEVY RPT, LINES 277 TO 279)

1154 FY2024 TBRA ALLOC TOT ADJ = (1153)-(1152) =

1155 23 PAY 24 ADJ LIMIT
1156 23 PAY 24 ADJ LEVY

1157 FY2024 TBRA ALLOC LVY ADJ

FY2024 LOR TBRA ADJUST

1158 FY2024 ALLOC OF TBRA TO LOR TO LOR TIER 1 LEVY (FROM FY2024 GENED REV RPT, LINE 265)

1159 ALLOCATION OF TBRA (FROM PAY 23 LEVY RPT, LINE 276)

1160 FY2024 ALLOCATION OF TBRA LOR LEVY TIER 1 ADJUSTMENT = (1158)-(1159) =

1161 23 PAY 24 ADJ LIMIT
1162 23 PAY 24 ADJ LEVY

1163 FY2024 LOR TIER 1 TBRA LVY ADJ

FY2024 REFERENDUM HOLD HARM

1164 FY2024 ALLOC OF HOLD HARM (FROM FY2024 GENED REV RPT LINES 294 TO 296)

1165 PAY 23 HOLD HARM ALLOC (FROM PAY 23 LEVY RPT, LINES 304 TO 306)

1166 FY2024 HOLD HARM TOTAL = (1165)-(1164) =

FY2024 REF HOLD HARM CONT

1167 23 PAY 24 ADJ LIMIT
1168 23 PAY 24 ADJ LEVY

1169 FY2024 HOLD HARM ALLOC

FY2024 LOR TIER 1 HOLD
HARMLESS ADJUSTMENT

1170 FY2024 ALLOC OF HOLD HARMLESS TO LOR TIER 1 LEVY (FROM FY2024 GENED REV RPT, LINES 293)

1171 PAY 23 TIER 1 HOLD HARMLESS LEVY (FROM PAY 23 LEVY RPT, LINES 303)

1172 FY2024 LOR TIER 1 HOLD HARM ADJ

1173 23 PAY 24 ADJ LIMIT
1174 23 PAY 24 ADJ LEVY

1175 FY2023 TIER 1 HOLD HARM ADJUSTMENT

FY2024 INTEGRATION ADJUSTMENT

1176 FY2024 INTEG LEVY AUTH (FROM INTEGRATION REVENUE REPORT, LINE 20) 17,372.04

1177 22 PAY 23 LIMIT 18,430.04
1178 22 PAY 23 LEVY 18,430.04

1179 TOTAL ADJUSTMENT = (1176)-(1178) = 1,058.00-

1180 23 PAY 24 ADJ LIMIT 1,104.16-
1181 23 PAY 24 ADJ LEVY 1,104.16-

1182 FY2024 INTEGRATION ADJUSTMENT LIMIT = (1179)-(1180) = 46.16

FY2024 REEMPLOYMENT ADJUSTMENT

1183 FY2024 EXPEND ACTUAL
1184 REEMPLOY LEVY AUTH = 100% OF (1183) =

FY2024 REEMPLOYMENT ADJUSTMENT

1185 23 PAY 24 LIMIT 16,851.60
1186 23 PAY 24 LEVY 16,851.60

1187 FY2024 REEMPLOY ADJUST = ((1184)-(1186) = 16,851.60-

FY2024 SAFE SCHOOLS ADJUST

1188 SAFE SCH LEVY REQUEST YES
54 2023-24 ADJ PU (ACT) 670.40

1189 FY2024 SAFE SCHOOLS AUTH $36X(54) = 24,134.40

1190 22 PAY 23 LIMIT 23,241.60
1191 22 PAY 23 LEVY 23,241.60

1192 FY2024 SAFE SCH ADJUST = ((1189)-(1190)) = 892.80

FY2024 SAFE SCHOOLS INTERMEDIATE ADJUST

1193 SAFE SCH INTERMEDIATE LEVY ALLOW

54 2023-24 ADJ PU (ACT) 670.40

1194 FY2024 SAFE SCHOOLS INTERMEDIATE AUTHORITY = (1193)X(54) =

1195 22 PAY 23 LIMIT
1196 22 PAY 23 LEVY

1197 FY2024 SAFE SCHOOLS INTERMEDIATE ADJUST

FY2024 ALTERNATE TEACHER COMPENSATION LEVY ADJUST

1198 FY2024 ALT COMP LEVY AUTH (FROM FY2024 GENED REV RPT, LINE 335)

1199 22 PAY 23 LIMIT
1200 22 PAY 23 LEVY

1201 TOTAL ADJUST TO PAY 23 ALT COMP LEVY AUTH

FY2024 ALT TEACHER ADJ CONT

1202 23 PAY 24 ADJ LIMIT
1203 23 PAY 24 ADJ LEVY

1204 FY2024 ALT TEACH COMP LEVY ADJUST

FY2024 LTFM EQUALIZED LEVY ADJ

1205 FY2024 EST LTFM EQUALIZED LEVY AUTHORITY (FROM FY2024 WEBSITE REPORT, LINE 63) 224,054.87

1206 22 PAY 23 LIMIT 215,752.12
1207 22 PAY 23 LEVY 215,752.12

1208 TOTAL ADJUSTMENT = (1205)-(1206) = 8,302.75

1209 23 PAY 24 ADJ LIMIT 14.32
1210 23 PAY 24 ADJ LEVY 14.32

1211 24 PAY 25 ADJ LIMIT
1212 24 PAY 25 ADJ LEVY

1213 FY2024 EQUAL LIMIT ADJUST = (1209)+(1211) = 14.32

1214 FY2024 EQUAL LEVY ADJUST = (1210)+(1212) = 14.32

1215 FY2024 LTFM EQUALIZED LEVY ADJUST = (1208)-(1213) = 8,288.43

FY2024 LTFM UNEQUAL LEVY ADJ

1216 FY2024 EST LTFM UNEQUALIZED LEVY AUTH (FROM FY2024 WEBSITE REPORT, LINE 64)

1217 22 PAY 23 LIMIT
1218 22 PAY 23 LEVY

1219 TOTAL ADJUSTMENT

1220 23 PAY 24 ADJ LIMIT
1221 23 PAY 24 ADJ LEVY

1222 24 PAY 25 ADJ LIMIT
1223 24 PAY 25 ADJ LEVY

FY2024 LTFM UNEQUAL ADJ CONT

1224 FY2024 UNEQUAL LIMIT ADJUST = (1220)+(1222) =

1225 FY2024 UNEQUAL LEVY ADJUST = (1221)+(1223) =

1226 FY2024 LTFM UNEQUALIZED LEVY ADJUST

FY2024 CAREER TECHNICAL ADJ

1227 FY2024 CAREER TECH LEVY AUTHORITY (FY2024 CTE AID RPT LINE 21) 44,362.59

1228 23 PAY 24 LIMIT 68,845.00

1229 23 PAY 24 LEVY 68,845.00

1230 FY2024 CAREER TECH ADJ = ((1227)-(1229)) = 24,482.41-

FY2024 HEALTH BENEFIT LEVY ADJ

1231 FY2024 ACTUAL COST (LIMITED TO $600,000)

1232 23 PAY 24 LIMIT

1233 23 PAY 24 LEVY

1234 FY2024 HEALTH BENEFITS ADJUST

FY2024 ANNUAL OPEB LEVY ADJ

1235 FY2024 ACTUAL COST (FIN 797+OBJ 291)

1236 PRORATION FACTOR TO REFLECT STATEWIDE CAP 1.00000000

1237 PRORATED ANNUAL OPEB LEVY AUTH

1238 24 PAY 25 LIMIT

1239 24 PAY 25 LEVY

1240 FY2024 ANNUAL OPEB ADJUSTMENT (NO ADJUSTMENT)

PAY 23 LEASE LEVY ADJUST

FY2023 AND FY2024 LEASE COST WITH A PAY 23 LEVY (PAY 24 LEASE LEVY FOR FY2024 & 2025 LEASE COSTS WILL BE ADJUSTED NEXT YEAR)

PAY 23 FY2023 LEASE COSTS
LEASE COSTS

REG OPERATING LEASES

1300 INTERMEDIATE 5,889.00

1301 NON-JOINT

** CAPITALIZED LEASES **

1302 INTERMEDIATE 4,843.00

1303 NON-JOINT

1304 PAY 23 FY2023 TOTAL LEASE COSTS = (1300)+(1301)+(1302)+(1303)= 10,732.00

PAY 23 FY2024 LEASE COSTS

REG OPERATING LEASES

1305 INTERMEDIATE

1306 NON-JOINT

** CAPITALIZED LEASES **

1307 INTERMEDIATE

1308 NON-JOINT

1309 PAY 23 FY2024 TOTAL LEASE COSTS = (1305)+(1306)+(1307)+(1308)=

1310 FY2023 INTERMEDIATE COSTS (1300)+(1302)+(1305)+(1307) = 10,732.00

54 2023-24 ADJ PU (ACT) 670.40

1311 INTERM PUPIL UNIT AUTH = $65X(54) = 43,576.00

1312 INTERM LEASE AUTH = LSR OF (1310) OR (1311) = 10,732.00

1313 ***INTERM DIST CARRYOVER*** TO REGULAR LEASE AUTH = (1310)-(1312) =

1314 FY2023 NON-JOINT LEASE COSTS = (1301)+(1303)+(1306)+(1308) =

54 2023-24 ADJ PU (ACT) 670.40

1315 PAY 23 PUPIL UNIT MAX AUTH = $212X(54) = 142,124.80

1316 PAY 23 COMMISSIONER APPROVED LIMIT

1317 REGULAR MAX AUTHORITY = GTR OF (1315) OR (1316) = 142,124.80

1318 TOTAL PAY 23 REGULAR LEASE LEVY AUTHORITY = LSR OF (1313)+(1314) OR (1317) =

1319 TOTAL PAY 23 REGULAR & INTERM LEASE LEVY AUTH = (1312)+(1318) = 10,732.00

PAY 23 NET LEASE COSTS

1320 22 PAY 23 LIMIT 12,168.00

1321 22 PAY 23 LEVY 12,168.00

1322 PAY 23 LEASE LEVY LIMITATION ADJUSTMENT = (1319) - (1321) = 1,436.00-

CAPITAL RELATED ADJ SUMMARY

1003	FY2026 OPER CAP ADJ	3,882.36
1102	FY2024 OPER CAP ADJ	89.40
1076	FY2026 LTFM EQ ADJ	5,950.42
1080	FY2026 LTFM UNEQ ADJ	
1081	FY2026 H&S REBATES	
1088	FY2025 LTFM EQ ADJ	
1095	FY2025 LTFM UNEQ ADJ	
1215	FY2024 LTFM EQ ADJ	8,288.43
1226	FY2024 LTFM UNEQ ADJ	
1322	PAY 23 LEASE LEVY ADJ	1,436.00-
1323	LEASE LEVY ADJ (MEMO)	
1324	OTHER CEX ADJ (MEMO)	
1325	TOTAL CAPITAL RELATED LEVY LIMIT ADJUSTMENT = (1003)+(1102)+(1076)+(1080)+(1081)+(1088)+(1095)+(1215)+(1226)+(1322)+(1323)+(1324)=	16,774.61

OTHER GENERAL LIMITATION ADJ

760	GENERAL FUND LEVY ADJ FOR FAC & EQUIP BONDS	
1326	ECON DEV ABATE ADJUST (MEMO)	
1327	DEBT SURPLUS TRANSFER (MEMO)	
1328	SCH TAX ADJUSTMENT (FROM STR ADJUST REPORT, LINE 9)	
1329	OTHER ADJUST, GEN RMV VOTER APPROVED (MEMO)	
1330	TOTAL OTHER ADJUST GEN RMV VOTER APPR = (1328)+(1329) =	
1331	MAINT PU VAR (MEMO)	

OTHER GENERAL LIMITATION ADJ

1332	SCH TAX ADJUSTMENT (FROM STR ADJUST REPORT, LINE 14)	81.18-
1333	OTHER ADJUST, GEN RMV OTHER (MEMO)	

OTHER GEN LIMITATION ADJ CONT

1334	TOTAL OTHER ADJUST GEN OTHER RMV = (1331)+(1332)+(1333) =	81.18-
1335	SCH TAX ADJUSTMENT (FROM STR ADJUST REPORT, LINE 23)	
1336	OTHER ADJUST, GEN NTC VOTER APPROVED (MEMO)	
1337	TOTAL OTHER ADJUST GEN NTC VOTER APPR = (1335)+(1336) =	
1338	TIF ADJUST (MEMO)	
1339	SCH TAX ADJUSTMENT (FROM STR ADJUST REPORT, LINE 28)	
1340	OTHER ADJUST, GEN NTC OTHER (MEMO)	
1341	TOTAL OTHER ADJUST, GEN NTC OTHER = (1338)+(1339)+(1340) =	

GEN FUND ADJUST SUMMARY

1342	GENERAL RMV VOTER APPROVED = (1031)+(1039)+(1047)+(1053)+(1062)+(1137)+(1144)+(1151)+(1157)+(1169)+(1330) =	16,839.19
1343	GENERAL RMV OTHER = (1011)+(1015)+(1019)+(1023)+(1055)+(1064)+(1109)+(1116)+(1123)+(1130)+(1163)+(1175)+(1334) =	9,716.71-
1344	GENERAL NTC VOTER = (1337) =	
1345	GENERAL NTC OTHER = (760)+(1068)+(1072)+(1182)+(1187)+(1192)+(1197)+(1204)+(1230)+(1234)+(1240)+(1325)+(1326)+(1327)+(1341)=	23,466.09-

GEN FUND ADJUST SUMMARY CONT

1346	TOTAL GENERAL LEVY LIMITATION ADJUSTMENT = (1342)+(1343)+(1344)+(1345) =	16,343.61-

COMMUNITY SERVICE FUND ADJUST

FY2026 EARLY CHILD FAMILY ADJ

1400	FY2026 REVISED ECFE LEVY AUTH (FROM FY2026 ECFE AID REPORT, LINE 1.7)=	31,348.63
1401	24 PAY 25 LIMIT	34,797.31
1402	24 PAY 25 LEVY	34,797.31
1403	FY2026 EARLY CHILD FAMILY ADJUST = ((1400)-(1402)) =	3,448.68-

FY2024 HOME VISITING ADJ

1404	FY2024 HOME VISITING FINAL ADJUSTMENT (FROM FY2024 ECFE HOME VISITING AID REPORT, LINE 8)	680.79
1405	22 PAY 23 LIMIT	591.00
1406	22 PAY 23 LEVY	591.00
1407	FY2024 HOME VISIT ADJUSTMENT = ((1404)-(1405)) =	89.79

FY2024 SCHOOL-AGE CARE

1408	FY2024 AUTHORITY (FROM UFARS EXPENDITURES)	
1409	22 PAY 23 LIMIT	
1410	22 PAY 23 LEVY	
1411	FY2024 SCH-AGE CARE ADJUSTMENT	

COMMUNITY SERVICE ADJUST

1412 **ADULTS W/DISABILITIES** ADJUST

1413 SCH TAX ADJUSTMENT (FROM STR ADJUST REPORT, LINE 33)

1414 OTHER ADJUST (MEMO)

1415 TOTAL OTHER ADJUST = (1413)+(1414) =

1416 TOTAL COMMUNITY SERVICE LIMITATION ADJUSTMENT = (1403)+(1407)+(1411) +(1412)+(1415) = 3,358.89-

GENERAL DEBT SERVICE ADJUST

1700 REDUCTION DEBT SERVICE EXCESS, VOTER APPROVED = (762)X-1 =

1701 OTHER ADJUST (MEMO) VOTER APPROVED

1702 TOTAL DEBT SERV ADJUST VOTER APPROVED = (1700)+(1701) =

1703 REDUCTION DEBT SERVICE EXCESS, NON-VOTER APPROV = (763)X-1 =

1704 OTHER ADJUST (MEMO) NON-VOTER APPROVED

FY2026 LTFM DEBT LEVY ADJ

1705 FY2026 EST LTFM DEBT LEVY AUTHORITY (FROM WEBSITE FY2026 RPT, LINE 59)

1706 24 PAY 25 LIMIT

1707 24 PAY 25 LEVY

1708 FY2026 LTFM DEBT LEVY ADJ = (1705)-(1706) =

FY2025 LTFM DEBT LEVY ADJUST

1709 FY2025 EST LTFM DEBT LEVY AUTHORITY (FROM WEBSITE FY2025 RPT, LINE 59)

1710 23 PAY 24 LIMIT

1711 23 PAY 24 LEVY

1712 TOTAL ADJUSTMENT ADJ =(1709)-(1710) =

1713 24 PAY 25 ADJ LIMIT

1714 24 PAY 25 ADJ LEVY

1715 FY2025 LTFM DEBT LEVY ADJ = (1712)-(1713) =

FY2024 LTFM DEBT LEVY ADJUST

1716 FY2024 EST LTFM DEBT LEVY AUTHORITY (FROM WEBSITE FY2024 RPT, LINE 59)

1717 22 PAY 23 LIMIT

1718 22 PAY 23 LEVY

1719 TOTAL ADJUSTMENT = (1716)-(1717) =

1720 23 PAY 24 ADJ LIMIT

1721 23 PAY 24 ADJ LEVY

1722 24 PAY 25 ADJ LIMIT

1723 24 PAY 25 ADJ LEVY

1724 FY2024 DEBT LIMIT ADJUST = (1720)+(1722) =

1725 FY2024 DEBT LEVY ADJUST = (1721)+(1723) =

1726 FY2024 LTFM DEBT LEVY ADJ = (1719)-(1724) =

1727 TOTAL DEBT SERV ADJUST NON-VOTER APPROVED = (1703)+(1704)+ (1708)+(1715)+(1726)=

OTH POSTEMPLOYMENT BENE (OPEB) & PENSION DEBT SERVICE ADJUSTMENTS

1900 REDUCTION DEBT EXCESS, VOTER APPROV = GTR OF [(920)OR(923)]X-1 =

1901 OTHER OPEB DS ADJUST (MEMO) VOTER APPROVED

1902 TOTAL OPEB DEBT SERV ADJ VOTER APPROVED = (1900)+(1901) =

1903 REDUCTION DEBT EXCESS, NON-VOTER = GTR OF [(921)OR(924)]X-1 =

1904 OTHER OPEB DS ADJUST (MEMO)NON-VOTER APPR

1905 TOTAL ADJUSTMENT NON-VOTER APPROVED = (1903)+(1904) =

ABATEMENT ADJUSTMENTS

INITIAL ABATEMENT LEVY ADJUST

2000 SCHOOL TAXES ABATED IN 2024 6,394.89-

2001 SCHOOL TAXES ADDED IN 2024

2002 NET CHANGE IN SCHOOL TAXES = (2000)+(2001) = 6,394.89-

2003 ABATEMENT RECOVERY REVENUE = [GTR OF ZERO OR -1X(2002)] = 6,394.89

2023 FY2026 ABATEMENT AID 3,232.52

2004 INITIAL ABATEMENT LEVY ADJ = (2003)-(2023) = 3,162.37

PAY 23 CERTIFIED LEVY PLUS AUDITOR ADJUSTMENT BY FUND

2005 GENERAL 1,346,784.81

2006 COMMUNITY SERVICE 68,827.64

2007 GENERAL DEBT SERVICE

2008 OPEB DEBT SERVICE

2009 TOTAL 1,415,612.45

CERTIFIED LEVY RATIO BY FUND

2010	GENERAL = (2005)/(2009) =	.95137960
2011	COMMUNITY SERVICE = (2006)/(2009) =	.04862040
2012	GEN DEBT SERVICE = (2007)/(2009) =	
2013	OPEB DEBT SERVICE = (2008)/(2009) =	
2014	TOTAL	1.00000000

ABATEMENT AID BY FUND (FROM PART III OF FY2026 ABATE AID RPT)

2015	GENERAL	3,103.53
2016	COMMUNITY SERVICE	128.99
2017	GENERAL DEBT SERVICE	
2018	TOTAL	3,232.52
2019	EST FY2026 ABATEMENT AID PRORATION FACTOR	1.00000000

PRORATED ABATEMENT AID BY FUND

2020	GENERAL = (2019)X(2015) =	3,103.53
2021	COMMUNITY SERVICE = (2019)X(2016) =	128.99
2022	GENERAL DEBT SERVICE = (2019)X(2017) =	
2023	TOTAL	3,232.52

INITIAL ABATE LEVY ADJ BY FUND
(ZERO IF NO LEVY AUTHORITY IN FUND)

2024	GENERAL= (2004)-(2023)-(2025)-(2026)-(2027)=	2,980.44
2025	COMMUNITY SERVICE = [(2004)X(2011)]-(2021) =	181.93
2026	GENERAL DEBT SERV DBT = [(2004)X(2012)]-(2022) =	
2027	OPEB DEBT = [(2004)X(2013)] =	
2004	TOTAL	3,162.37

ABATEMENT INTEREST ADJUSTMENT

2028	ABATEMENT INTEREST DEDUCTED FROM TAX SETTLEMENTS IN 2024	605.07-

ABATEMENT INTEREST ADJ BY FUND
(ZERO IF NO LEVY AUTHORITY IN FUND)

2029	GENERAL = (2028) -(2030) -(2031)-(2032) =	575.65-
2030	COMMUNITY SERVICE = (2028)X(2011) =	29.42-
2031	GENERAL DEBT SERVICE = (2028)X(2012) =	
2032	OPEB DEBT SERVICE = (2028)X(2013) =	
2028	TOTAL	605.07-

FY2024 ABATEMENT AID ADJUST
(ZERO IF NO LEVY AUTHORITY IN FUND)

2033	GENERAL	
2034	COMMUNITY SERVICE	
2035	GENERAL DEBT SERVICE	
2036	OPEB DEBT SERVICE	
2037	TOTAL	

TOTAL REGULAR ABATE LEVY ADJ

2038	GENERAL = (2024)+(2029)+(2033) =	2,404.79
2039	COMMUNITY SERVICE = (2025)+(2030)+(2034)=	152.51
2040	GENERAL DEBT SERVICE = (2026)+(2031)+(2035)=	
2041	OPEB DEBT SERVICE = (2027)+(2032)+(2036)=	
2042	TOTAL	2,557.30

CARRY-OVER ABATE LEVY AUTHORITY

PAY 25 REGULAR ABATEMENT LIMIT

2043	GENERAL
2044	COMMUNITY SERVICE
2045	GENERAL DEBT SERVICE
2046	OPEB DEBT SERVICE

PAY 25 REGULAR ABATEMENT LEVY

2047	GENERAL
2048	COMMUNITY SERVICE
2049	GENERAL DEBT SERVICE
2050	OPEB DEBT SERVICE

CARRY-OVER ABATEMENT LEVY LIM
(ZERO IF NO LEVY AUTHORITY IN FUND)

2051	GENERAL= (2043)-(2047) OR MEMO =	
2052	COMMUNITY SERVICE = (2044)-(2048) OR MEMO =	
2053	GENERAL DEBT SERVICE = (2045)-(2049) OR MEMO =	
2054	OPEB DEBT SERVICE = (2046)-(2050) OR MEMO =	
2055	TOTAL	

ADVANCE ABATEMENT LEVY ADJUST

2056	SCHOOL TAXES ABATED IN 1ST 6 MO OF 2025	59.18-
2057	SCHOOL TAXES ADDED IN 1ST 6 MO OF 2025	
2058	NET CHANGE IN SCHOOL TAXES (2056)+(2057)	59.18-
2059	TOTAL ADVANCE ABATE LEVY AUTHORITY = [GTR OF ZERO OR -1X(2058)] =	59.18

ADVANCE ABATEMENT AUTH BY FUND

2060	GENERAL = (2059)-(2061)-(2062)-(2063) =	56.30
2061	COMMUNITY SERVICE = (2059)X(2011) =	2.88
2062	GENERAL DEBT SERVICE = (2059)X(2012) =	
2063	OPEB DEBT SERVICE = (2059)X(2013) =	
2059	TOTAL	59.18

PREVIOUS ADVANCE ABATEMENT LEVY
(PAY 24 PREVIOUS ADVANCE PLUS PAY 25 ADVANCE LEVY)

2064	GENERAL
2065	COMMUNITY SERVICE
2066	GENERAL DEBT SERVICE
2067	OPEB DEBT SERVICE
2068	TOTAL

ADVANCE ABATE ADJUST BY FUND
(ZERO IF NO LEVY AUTHORITY IN FUND)

2069 GENERAL= (2059)-(2068)-(2070) -(2071)-(2072) = 56.30
2070 COMMUNITY SERVICE = (2061)-(2065) = 2.88
2071 GENERAL DEBT SERVICE = (2062)-(2066) =
2072 OPEB DEBT SERVICE = (2063)-(2067) =
2073 TOTAL 59.18

TOTAL INITIAL LEVY LIMITATION
SUMMARY BEFORE OFFSETTING ADJUST

GEN FUND INITIAL LEVY SUMMARY

3000 GENERAL RMV VOTER APPROVED = (507)+(1342) = 441,019.19
3001 GENERAL RMV OTHER = (508)+(1343) = 500,480.69
3002 GENERAL NTC VOTER APPROVED = (509)+(1344) =
3003 GENERAL NTC OTHER = (510)+(1345)+(2038) +(2051)+(2069) = 518,725.39
3004 TOTAL GENERAL FUND INITIAL LEVY LIMITATION = (3000)+(3001) + (3002)+(3003) = 1,460,225.27

COM SERV INITIAL LEVY SUMMARY

3005 TOTAL COMMUNITY SERVICE FUND INITIAL LEVY LIMITATION = (639)+(1416)+(2039) +(2052)+(2070) = 74,045.91

GEN DBT SERV INITIAL LEVY SUMMARY

3006 GEN DEBT SERVICE VOTER APPROVED = (813)+(1702)+(2040) +(2053)+(2071) = 2,733,150.00
3007 GEN DEBT SERVICE OTHER = (814)+(1727)+(2040) +(2053)+(2071) =

GEN DBT SERV INI SUMMARY CONT

3008 TOTAL DEBT SERVICE FUND INITIAL LEVY LIMITATION = (3006)+(3007) = 2,733,150.00

OPEB/PENSION DEBT SVC INITIAL
LEVY SUMMARY

3009 OPEB/PENSION DEBT SERVICE VOTER APPROVED = (902)+(1900)+(2041) +(2054)+(2072) =
3010 OPEB/PENSION DEBT SERVICE OTHER = (907)+(1903)+(2041) +(2054)+(2072) =
3011 TOTAL OPEB/PENSION DEBT SERVICE FUND INITIAL LEVY LIMITATION = (3009)+(3010) =

OFFSETTING ADJUSTMENTS
(COUNTY AUDITORS CANNOT SPREAD LEVIES BASED ON A NEGATIVE TAX RATE. TOTAL LEVY LIMITATIONS BY TRUTH IN TAXATION LEVY/FUND CATEGORY SHOWN ON PAGE 30 MUST BE ZERO OR GREATER).

OFFSET CARRIED FORWARD

3012 GENERAL
3013 GENERAL DEBT SERVICE 83,651.37-
3014 OPEB/PENSION DEBT SERVICE

POSITIVE OFFSETTING ADJUSTMENTS
IN GENERAL AND COM SERV FUNDS

3015 GEN RMV VTR POSITIVE OFFSET = GTR OF 0 OR [0-(3000)] =
3016 GEN RMV OTH POSITIVE OFFSET = GTR OF 0 OR [0-(3001)] =
3017 GEN NTC VTR POSITIVE OFFSET = GTR OF 0 OR [0-(3002)] =
3018 GEN NTC OTH POSITIVE OFFSET = GTR OF 0 OR [0-(3003)] =
3019 COMM SRV POSITIVE OFFSET = GTR OF 0 OR [0-(3005)] =

COLLECT NEGATIVE ADJUSTMENTS
IN GENERAL AND COMM ED FUNDS

3020 GEN RMV VOTER NEGATIVE OFFSET
3021 GEN RMV OTHER NEGATIVE OFFSET
3022 GEN NTC VOTER NEGATIVE OFFSET
3023 GEN NTC OTHER NEGATIVE OFFSET
3024 COM SERV NEGATIVE OFFSET

NET OFFSETTING ADJUSTMENTS
IN GEN AND COM SERV

3025 GEN RMV VOTER NET OFFSET ADJ = (3015)+(3020) =
3026 GEN RMV OTHER NET OFFSET ADJ = (3016)+(3021) =
3027 GEN NTC VOTER NET OFFSET ADJ = (3017)+(3022) =
3028 GEN NTC OTHER NET OFFSET ADJ = (3018)+(3023) =
3029 COM SERV NET OFFSET ADJ = (3019)+(3024) =

POSITIVE OFFSETTING ADJ
IN GENERAL DEBT SERV FUND

3030 GDS VTR POSITIVE OFFSET = GTR OF 0 OR [-(3006)] =
3031 GDS OTH POSITIVE OFFSET = GTR OF 0 OR [-(3007)] =

COLLECT NEGATIVE ADJUSTMENTS
IN GENERAL DEBT SERV FUND

3032 GDS VOTER
NEGATIVE OFFSET

COLLECT NEGATIVE ADJUSTMENTS
IN GENERAL DEBT SERV FUND

3033 GDS OTHER
NEGATIVE OFFSET

3034 GDS VOTER NET OFFSET ADJ
= (3030)+(3032) =

3035 GDS OTH NET OFFSET ADJ
= (3031)+(3033) =

3036 OPEB/PENSION DEBT SERVICE
VOTER POSITIVE OFFSET = GTR
OF 0 OR [-(3009)] =

POSITIVE OFFSETTING ADJUSTMENT
IN OPEB/PENSION DEBT SERV FUND

3037 OPEB/PENSION DEBT SERVICE
OTHER POSITIVE OFFSET = GTR
OF 0 OR [-(3010)] =

3038 OPEB/PENSION DEBT SERVICE
VOTER NEGATIVE OFFSET

COLLECT NEGATIVE ADJUST
IN OPEB/PENSION DEBT SERV FUND

3039 OPEB/PENSION DEBT SERVICE
OTHER NEGATIVE OFFSET

NET OFFSETTING ADJUSTMENTS
IN OPEB/PENSION DEBT SERV FUND

3040 OPEB/PENSION DEBT SERVICE
VOTER NET OFFSET ADJ
= (3036)+(3038) =

3041 OPEB/PENSION DEBT SERVICE
OTHER NET OFFSET ADJ
= (3037)+(3039) =

NET NEGATIVE ADJ BALANCE
TO BE CARRIED FORWARD

3042 GENERAL ADJUST BALANCE
FORWARD = (3012)-(3025)
-(3026)-(3027)-(3028)
-(3029) =

3043 GENERAL DEBT SERVICE
ADJUST BALANCE FORWARD = (3013)
-(3034)-(3035) = 83,651.37-

3044 OPEB/PENSION DEBT SERVICE
ADJUST BALANCE FORWARD
= (3040)-(3041) =

3045 TOTAL ADJUST BALANCE
FORWARD = (3042)
+(3043)+(3044) = 83,651.37-

LEVY AFTER OFFSETS
STARTING POINT FOR MAX
EFFORT ADJUSTMENTS

3500 GEN DEBT VOTER APPR 2,733,150.00
3501 GEN DEBT OTHER

MAXIMUM EFFORT LOAN AID

3502 ACT MAX EFF LOAN AID
FOR FY2018 - FY2026

3503 PAY 17 - PAY 25 ACT MAX
EFF LOAN AID LEVY LIMIT
ADJUST (ALL FUNDS) =

3504 REQUESTED DEBT
DEFEASANCE AMOUNT
BY END OF FY2027

3505 BAL AVAIL END FY2027
= (3502)+(3503) =

LEVY LIMITS ARE REDUCED
IN THE FOLLOWING ORDER

3506 GEN DEBT VOTER =
3507 GEN DEBT OTHER =

3508 MAX EFF LEVY LIMIT ADJ =
= (3506)+(3507) =

3509 MAX EFFORT LOAN AID RETAINED
FOR FUTURE USE
= (3505)+(3508) =

TACONITE REFERENDUM DATA
INFORMATION ONLY

4000 1983-84 RESIDENT PU
4001 2011-12 RESIDENT PU
44 2024-25 RES PU (PRE) 667.53
57 2026-27 ADJ PU (EST) 668.00

4002 TACONITE REG REF PU = GTR
OF (4000) OR (44) =

4003 2011 NET TAX CAPACITY

4004 TAC REF REV REDUCT FOR
BOTH REG AND ADD REF
= (4003)X1.8% =

FY2027 TAC REG REF REV
(PAY 01 REF LEVY REQ)

4005 REG FRONT END FORMULA
= (4002)X$175 =
4006 TAC REG REF REV = GTR OF
0 OR [(4005)-(4004)]

FY2027 TAC ADD REF REV

4007 FY 13 REF REV ALLOW
4008 TAC REF ADD ALLOWANCE
= (4007)+$415 =
4009 ADD FRONT END FORMULA
= (4001)X(4008) =
4010 TAC ADD BASE = GTR 0
OR [(4009)-(4004)] =
4011 TAC ADD REF REVENUE
= (4010)X22.5% =

FY2027 TAC TOTAL REF REV
(JULY 2022 PAYMENT)

4012 TAC TOTAL REF REV
= (4006)+(4011) =
4013 MAXIMUM EC RESERVE
= (57)X$25 =
4014 RSVD EARLY CHILDHOOD = LSR
OF (4012) OR (4013) =

FY2025 TACONITE RECEIPTS
(FEB 2025 & AUG 2025 PYMT)
USED TO CALCULATE PAY 26
LEVY LIMITATION REDUCTION

4015 TAC POT 13.72 CENTS
PER TON (INITIAL AMT)

4016 CITY/TWP REPLACEMENT
NOT USED THIS YEAR

4017 TAC POT ALLOCATED TO
OTHER TAC SCHOOL DIST
TO FUND LINE (4027)

4018 TAC POT ALLOCATED TO
CITIES AND TOWNSHIPS
(SEE SPREADSHEET)

4019 TAC POT RECEIPTS BASE
= (4015)-(4016)
-(4017)-(4018) =

4020 MINING 3.43 CENTS/TON

4021 TAC RAILR GRANDFATHER

4022 DEER RVR GRANDFATHER

4023 FY2025 ELIGIBLE TAC RECEUOTS
BASE AMOUNT = SUM
(4019)TO(4022) =

4024 MAX TAC REDUCT = 95%
OF [(4023)+(4018)] =

4025 TOTAL PAY 24 TAC LEVY
LIMIT ADJUST ON LEVY
LIMIT & CERTIFICATION

4026 FY2025 ELIG DIST TAC
REPL AMT PLUS PAY 24
TAC LEVY ADJUSTMENT = (4023)
+(4025)-(4018) =

4027 TAC POT ALLOCATED FROM
OTHER TAC SCH DIST FOR
PAY 24 LEVY REPLACMENT
[NOT INCL IN (4023)]

4028 TAC PROP TAX RELIEF
ACCOUNT TRANSFER FOR
PAY 24 LEVY REPLACMENT
[NOT INCL IN (4023)]

4029 FY2025 ADDITIONAL TAC
POT 11 CENTS/TON
[NOT INCL IN (4023)]

FY2025 TACONITE RECEIPT CONT

4030 FY2025 TAC BLDG MAINT
& REPAIR 4 CENTS/TON
[NOT INCL IN (4023)]

LEVY LIMIT SUBJECT TO
TACONITE ADJUSTMENT

4031 COMMUNITY SERVICE
4032 OTHER GENERAL NTC

4033 REDUCED OTHER NTC FOR
LIMITED LTFM LEVY

4034 OTHER GENERAL RMV

4035 OP REFERENDUM (VOTER)
4036 = 50% OF (4035) =

4037 CAP PROJ LIMIT(VOTER)
4038 = 50% OF (4037) =

4039 NET OPEB DEBT SERV LEVY
NON-VOTER APPR BONDS

4040 NET OPEB DEBT SERV LEVY
FOR VOTER APPR BONDS
4041 = 50% OF (4040) =

4042 NET GEN DEBT SERV LEVY
NON-VOTER APPR BONDS

4043 NET GEN DEBT SERV LEVY
FOR VOTER APPR BONDS
4044 = 50% OF (4043) =

4045 COM SERV = -1X(LSR OF
(4024) OR (4031)) =
4046 REMAINING REDUCTION
= (4024)+(4045) =

4047 GEN OTH NTC = -1X(LSR OF
(4033) OR (4046)) =
4048 REMAINING REDUCTION
= (4046)+(4047) =

4049 OPEB TACONITE ADJUST
NON-VOTER = -1X(LSR OF
(4039) OR (4048)) =
4050 REMAINING REDUCTION
= (4048)+(4049) =

4051 GDS TACONITE ADJUST
NON-VOTER = -1X(LSR OF
(4042) OR (4050))=

LEVY LIMIT SUBJECT TO
TACONITE ADJUSTMENT CONT

4052 REMAINING REDUCTION
= (4048)+(4051) =

4053 GEN OTH RMV = -1X(LSR OF
(4034) OR (4052)) =

4054 REMAINING REDUCTION
= (4052)+(4053) =

4055 OPER REF = -1X(LSR OF
(4036) OR (4054)) =

4056 REMAINING REDUCTION
= (4054)+(4055) =

4057 CAP PROJ = -1X(LSR OF
(4038) OR (4056)) =

4058 REMAINING REDUCTION
= (4056)+(4057) =

4059 OPEB DEBT TAC ADJUST
VOTER APPR = -1X(LSR OF
(4041) OR (4058)) =

4060 REMAINING REDUCTION
= (4058)+(4059) =

4061 GDS TACONITE ADJUST
VOTER APPR = -1X(LSR OF
(4044) OR (4060)) =

4062 TOTAL TACONITE LEVY
LIMITATION ADJUST =
(4045)+(4047)+(4049)+
(4051)+(4053)+(4055)+
(4057)+(4059)+(4061)=

4063 CITY/TOWNSHIP DISTRIBUTION
= (4024)+(4062) =

FY2027 LEVY, AID & REVENUE SUMMARY
BY FUND CONTINUES ON PAGE 29

5000 ***FY2027 LEVY, AID & REVENUE***
SUMMARY BY FUND (ESTIMATE AT TIME
OF PROPOSED LEVY CERTIFICATION)

GENERAL FUND

5001 GEN RMV VOTER APPROVED
= (3000)+(3025)
+(4055) = 441,019.19

5002 GENERAL RMV OTHER
= (3001)+(3026)
+(4053) = 500,480.69

5003 GEN NTC VOTER APPROVED
= (3002)+(3027)
+(4057) =

5004 GENERAL NTC OTHER
= (3003)+(3028)
+(4047) = 518,725.39

5005 TOTAL GENERAL FUND
LEVY LIMITATION
= (5001)+(5002)+(5003)
+ (5004) = 1,460,225.27

5006 TOTAL GENERAL FUND AID
= (326)+(333)+(338)
+(344)+(345)+(361)
+(386)+(444)+(2020) = 7,531,558.11

5007 TACONITE RECEIPTS
= -1X(4047)-(4053)
- (4055)-(4057) =

5008 TOTAL GENERAL FUND
REVENUE = (5005)+
(5006)+(5007) = 8,991,783.38

COMMUNITY SERVICE FUND

5009 TOTAL COMMUNITY
SERVICE FUND LEVY
LIMITATION = (3005)+
(3029)+(4045) = 74,045.91

5010 TOTAL COM SERV FUND AID
= (610)+(620)+(625)
+(632)+(637)+(2021) = 7,427.26

5011 TACONITE RECEIPTS
= -1X(4045) =

5012 TOTAL COMM SERV
FUND REVENUE = (5009)
+(5010)+(5011) = 81,473.17

GENERAL DEBT SERVICE FUND

5013 GEN DEBT SERVICE
VOTER APPROVED
= (3006)+(3034)
+(3506)+(4061) = 2,733,150.00

5014 GEN DEBT SERV OTHER
= (3007)+(3035)
+(3507)+(4051) =

5015 TOTAL DEBT SERVICE
FUND LEVY LIMITATION
= (5013)+(5014) = 2,733,150.00

5016 TOTAL DEBT SERVICE
FUND AID = (439)+
(780)+(800)+(2022) =

5017 MAX EFF LOAN AID USED = (3503)
-(3506)-(3507) =

5018 TACONITE RECEIPTS
= -(4051)-(4061) =

5019 TOTAL DEBT SERVICE
FUND REVENUE
= (5015)+(5016) 2,733,150.00
+(5017)+(5018) =

OPEB/PENSION DEBT SERVICE FUND

5020 OPEB/PENSION DEBT
SERVICE VOTER APPROVED
= (3009)+(3040)
+(4059) =

5021 OPEB/PENSION DEBT
SERVICE OTHER
= (3010)+(3041)
+(4049) =

5022 TOTAL OPEB/PENSION DEBT
SERVICE FUND LEVY
LIMITATION
= (5020)+(5021) =

5023 TACONITE RECEIPTS
= -(4049)-(4059) =

5024 TOTAL OPEB/PENSION DEBT
SERVICE FUND REVENUE
= (5022)+(5023) =

TOTAL, ALL FUNDS

5025 TOTAL LEVY LIMIT
= (5005)+(5009)
+ (5015)+(5022) = 4,267,421.18

5026 TOTAL AID
= (5006)+(5010)
+(5016) = 7,538,985.37

5027 TOTAL MAX EFFORT AID USED
= (5017) =

5028 TOTAL TACONITE RECEIPTS
= (5007)+(5011)
+(5018)+(5023) =

5029 TOTAL REVENUE
= (5008)+(5012)
+(5019)+(5024) = 11,806,406.55

I. COMPUTATION OF 2025 PAYABLE 2026 LEVY LIMITATION BY FUND (BEFORE COUNTY AUDITOR ADJUSTMENTS):

FUND	INITIAL LEVY LIMITATION	LIMITATION ADJUSTMENTS	ABATEMENT ADJUSTMENTS	OFFSET ADJUSTMENTS	TAC/MAX EFF ADJUSTMENT	MAXIMUM LEVY LIMITATION
GEN-RMV VOTER-EXEMP	424,180.00	16,839.19	N/A			441,019.19
GEN-RMV OTHER-EXEMP	510,197.40	9,716.71-	N/A			500,480.69
GEN-NTC VOTER-EXEMP			N/A			
GEN-NTC OTHER-GENED	N/A	N/A	N/A	N/A	N/A	N/A
GEN-NTC OTHER-EXEMP	539,730.39	23,466.09-	2,461.09			518,725.39
TOTAL GENERAL	1,474,107.79	16,343.61-	2,461.09			1,460,225.27
COM SERV-EXEMP	77,249.41	3,358.89-	155.39			74,045.91
DEBT-VOTER-NONEXEMP	2,733,150.00					2,733,150.00
DEBT-OTHER-NONEXEMP						
TOTAL DEBT SERV	2,733,150.00					2,733,150.00
OPEB-VOTER-NONEXEMP						
OPEB-OTHER-NONEXEMP						
TOTAL OPEB/PENSION						
TOTAL	4,284,507.20	19,702.50-	2,616.48			4,267,421.18

II. COMPARISON OF 2024 PAYABLE 2025 LEVY LIMITATION WITH 2025 PAYABLE 2026 LEVY LIMITATION (BEFORE COUNTY AUDITOR ADJUSTMENTS):

FUND	2024 PAY 2025 LIMITATION	2025 PAY 2026 LIMITATION	INCREASE (DECREASE)	PERCENT CHANGE
GENERAL	1,413,829.11	1,460,225.27	46,396.16	3.28
COMMUNITY SERVICE	79,731.47	74,045.91	5,685.56-	7.13-
GENERAL DEBT SERVICE	2,734,988.00	2,733,150.00	1,838.00-	.07-
OPEB DEBT SERVICE				
TOTAL	4,228,548.58	4,267,421.18	38,872.60	.92

III. COMPARISON OF 2024 PAYABLE 2025 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS WITH
2025 PAYABLE 2026 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS:

FUND	2024 PAY 2025 CERTIFIED LEVY + ADJUSTMENTS	2025 PAY 2026 CERTIFIED LEVY + ADJUSTMENTS	INCREASE (DECREASE)	PERCENT CHANGE
GENERAL	1,413,829.11			
COMMUNITY SERVICE	79,731.47			
GENERAL DEBT SERVICE	2,734,988.00			
OPEB DEBT SERVICE				
TOTAL AFTER ADJUSTMENTS	4,228,548.58			

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY	NOTES
	SUBTOTALS BY LEVY CATEGORY						
(5001)	GENERAL-RMV VOTER	401,238.69	401,238.69	441,019.19			
(5002)	GENERAL-RMV OTHER	490,432.44	490,432.44	500,480.69			
(5003)	GENERAL-NTC VOTER						
(5004)	GENERAL-NTC OTHER	522,157.98	522,157.98	518,725.39			
(5009)	COMMUNITY SERV-NTC OTHER	79,731.47	79,731.47	74,045.91			
(5013)	GENL DEBT-NTC VOTER	2,734,988.00	2,734,988.00	2,733,150.00			*1
(5014)	GENL DEBT-NTC OTHER						*1
(5020)	OPEB DEBT-NTC VOTER						
(5021)	OPEB DEBT-NTC OTHER						
	SUBTOTALS BY FUND						
(5005)	GENERAL FUND	1,413,829.11	1,413,829.11	1,460,225.27			
(5009)	COMMUNITY SERVICES FUND	79,731.47	79,731.47	74,045.91			
(5015)	GENERAL DEBT SERVICE FUND	2,734,988.00	2,734,988.00	2,733,150.00			
(5022)	OPEB/PENSION DEBT SERVICE FUND						
	SUBTOTALS BY TAX BASE						
	REFERENDUM MARKET VALUE	891,671.13	891,671.13	941,499.88			
	NET TAX CAPACITY	3,336,877.45	3,336,877.45	3,325,921.30			
	SUBTOTALS BY TRUTH IN TAXATION CATEGORY						
	VOTER APPROVED	3,136,226.69	3,136,226.69	3,174,169.19			
	OTHER	1,092,321.89	1,092,321.89	1,093,251.99			
	TOTAL LEVY						
	TOTAL LEVY	4,228,548.58	4,228,548.58	4,267,421.18			
	ALLOWABLE INCREASE						
	ALLOWABLE INCREASE AMOUNT						
	MAXIMUM ALLOWABLE CERTIFIED LEVY						

FOOTNOTES:
*1 SCHOOL BUILDING BOND AGRICULTURAL CREDIT WILL BE CALCULATED USING THE GENERAL DEBT SERVICE LEVY CATEGORIES

NOTE TO SCHOOL DISTRICTS: MUST CERTIFY PROPOSED AND FINAL LEVIES VIA THE WEB-BASED LEVY CERTIFICATION SYSTEM AVAILABLE ON THE MDE WEBSITE, HTTP://EDUCATION.STATE.MN.US.

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY	NOTES
	GENERAL REFER MARKET VALUE VOTER APPROVED:						
(313)	1ST TIER RMV REFER	295,274.00	295,274.00	307,280.00			*2
(314)	2ND TIER RMV REFER	112,332.50	112,332.50	116,900.00			*2
(315)	UNEQUALIZED RMV REFER						
(1031)	FY2026 1ST TIER REF ADJUST			7,268.00			*2
(1039)	FY2026 2ND TIER REF ADJUST			2,765.00			*2
(1047)	FY2026 UNEQUAL REF ADJUST						
(1053)	FY2026 TBRA ALLOC ADJUST						*2
(1062)	FY2026 REF HOLD HARMLESS ADJ						
(1137)	FY2024 1ST TIER REF ADJUST	5,008.06-	5,008.06-	2,466.19			
(1144)	FY2024 2ND TIER REF ADJUST	1,359.75-	1,359.75-	4,340.00			
(1151)	FY2024 UNEQUAL REF ADJUST						
(1157)	FY2024 TBRA ALLOC ADJUST						
(1169)	FY2024 REF HOLD HARMLESS ADJ						
(1329)	OTHER RMV REF ADJUST (MEMO)						
(3025)	RMV REF NET OFFSET ADJUST						
(4055)	REFERENDUM TACONITE ADJUST						
(5001)	TOTAL GENERAL - RMV VOTER APPROVED	401,238.69	401,238.69	441,019.19			
	GENERAL REFER MARKET VALUE OTHER:						
(310)	1ST TIER LOCAL OPTIONAL	142,272.11	142,272.11	145,791.29			*3
(238)	2ND TIER LOCAL OPTIONAL	272,165.60	272,165.60	270,092.86			*3
(242)	EQUITY	89,585.17	89,585.17	94,313.25			*3
(245)	TRANSITION						*3
(1011)	FY2026 LOR TIER 1 ADJUST			6,578.53-			*3
(1015)	FY2026 LOR TIER 2 ADJUST	15,212.54-	15,212.54-	9,304.79-			*3
(1019)	FY2026 EQUITY ADJUST	290.62	290.62	1,818.69			*3
(1023)	FY2026 TRANSITION ADJUST						*3
(1055)	FY2026 LOR TIER 1 TBRA ADJUST						*2
(1064)	FY2026 LOR TIER 1 HOLD HARM ADJ						
(1109)	FY2024 LOR TIER 1 ADJUST	1,702.82	1,702.82	1,036.32			
(1116)	FY2024 LOR TIER 2 ADJUST	4,768.84-	4,768.84-	2,527.25			
(1123)	FY2024 EQUITY ADJUST	4,468.98	4,468.98	865.53			
(1130)	FY2024 TRANSITION ADJUST						
(1163)	FY2024 LOR TIER 1 TBRA ADJUST						
(1175)	FY2024 LOR TIER 1 HOLD HARMLESS						
(1334)	OTHER ADJ, GEN OTHER RMV	71.48-	71.48-	81.18-			
(3026)	GENERAL OTH RMV NET OFFSET ADJ						
(4053)	GENERAL OTH RMV TACONITE ADJUST						
(5002)	TOTAL GENERAL - RMV OTHER	490,432.44	490,432.44	500,480.69			

FOOTNOTES:
*2 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING REFERENDUM EQUALIZATION AID (PRIOR TO TAX BASE REPLACEMENT AID AND REFERENDUM HOLD HARMLESS).
*3 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING GENERAL EDUCATION AID.
FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2026. FOR PAYABLE 2025 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY	NOTES
GENERAL NET TAX CAPACITY VOTER APPROVED:							
(493)	CAPITAL PROJECT REFERENDUM						
(1337)	OTHER NTC VOTER ADJ						
(4057)	CAPITAL PROJ TACONITE ADJ						
(5003)	TOTAL GENERAL - NTC VOTER APPROVED						

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY	NOTES
	GENERAL NET TAX CAPACITY OTHER:						
	INITIAL LEVIES:						
(232)	OPERATING CAPITAL	152,650.24	152,650.24	158,984.00			*3
(337)	ALT TEACHER COMP (Q COMP)						*4
(359)	ACHIEVEMENT & INTEGRATION	18,480.75	18,480.75	18,194.42			*5
(363)	FY2026 REEMPLOYMENT INS						
(365)	SAFE SCHOOLS	23,108.40	23,108.40	24,048.00			
(368)	SAFE SCHOOLS INTERMEDIATE						
(371)	JUDGMENT						*6
(373)	ICE ARENA						
(385)	FY2026 CAREER TECHNICAL	68,845.00	68,845.00	65,100.00			
(389)	FY2025 ANNUAL OTHER POST-EMPLOYMENT BENEFITS (OPEB)						
(445)	LT FACILITIES EQUAL	241,793.59	241,793.59	252,443.97			*4
(446)	LT FACILITIES UNEQUAL						
(456)	DISABLED ACCESS						
(490)	BUILDING/LAND LEASE	25,379.00	25,379.00	20,960.00			
(491)	COOP BUILDING REPAIR						
(492)	OTHER CAPITAL (MEMO)						
(495)	CONSOL/TRANSITION						
(496)	REORG OPERATING DEBT						
(497)	FY2026 HEALTH BENEFITS						
(498)	ADDITIONAL RETIREMENT						
(499)	SEVERANCE						
(500)	ADMINISTRATIVE DISTRICT						
(501)	SWIMMING POOL						
(502)	TREE GROWTH						
(503)	CONSOL/RETIREMENT						
(504)	ECON DEV ABATEMENT						
(505)	OTHER GENERAL (MEMO)						
(5005A)	SUBTOTAL - INITIAL LEVIES - GENERAL NTC OTHER	530,256.98	530,256.98	539,730.39			

FOOTNOTES:
*3 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING GENERAL EDUCATION AID.
*4 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN EQUALIZATION AID.
*5 70% OF INTEGRATION REVENUE IS PROVIDED BY STATE AID. DISTRICT MUST PROVIDE 30% OF INTEGRATION REVENUE EITHER THROUGH THIS LEVY OR THROUGH OTHER DISTRICT FUNDS.
*6 WITH COMMISSIONER APPROVAL, DISTRICTS MAY SPREAD THIS LEVY OVER UP TO THREE YEARS.

FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2026. FOR PAYABLE 2025 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY	NOTES
	GENERAL NET TAX CAPACITY OTHER (CON'T):						
	LEVY ADJUSTMENTS:						
(1003)	FY2026 OPER CAPITAL ADJUST	1,286.63-	1,286.63-	3,882.36			*3
(1102)	FY2024 OPER CAPITAL ADJUST	92.21	92.21	89.40			
(1072)	FY2026 ALT TEACHER COMP ADJUST						*7
(1204)	FY2024 ALT TEACHER COMP ADJUST						
(1068)	FY2026 ACHIEVE & INTEG ADJUST	46.77	46.77	154.35			*5
(1182)	FY2024 ACHIEVE & INTEG ADJUST			46.16			*5
(1187)	FY2024 REEMPLOYMENT ADJUST	16,851.60	16,851.60	16,851.60-			
(1192)	FY2024 SAFE SCHOOLS ADJUST	310.68	310.68	892.80			
(1197)	FY2024 SAFE SCHOOLS INTERM ADJ						
(1230)	FY2024 CAREER TECHNICAL ADJUST	24,264.36-	24,264.36-	24,482.41-			
(1234)	FY2024 HEALTH BENEFITS ADJUST						
(1240)	FY2024 ANNUAL OPEB ADJUST						
(1076)	FY2026 LTFM EQUAL ADJUST	5,125.85	5,125.85	5,950.42			
(1080)	FY2026 LTFM UNEQUAL ADJUST						
(1081)	FY2026 H&S REBATE ADJ						
(1088)	FY2025 LTFM EQUAL ADJUST						
(1095)	FY2025 LTFM UNEQUAL ADJUST						
(1215)	FY2024 LTFM EQUAL ADJUST	2,505.12-	2,505.12-	8,288.43	8,288.43		
(1226)	FY2024 LTFM UNEQUAL ADJUST						
(5005B)	SUBTOTAL - ADJUSTMENTS-THIS PAGE GENERAL NTC OTHER	5,629.00-	5,629.00-	22,030.09-			

FOOTNOTES:
*3 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING GENERAL EDUCATION AID.
*5 70% OF INTEGRATION REVENUE IS PROVIDED BY STATE AID. DISTRICT MUST PROVIDE 30% OF INTEGRATION REVENUE EITHER THROUGH THIS LEVY OR THROUGH OTHER DISTRICT FUNDS.
*7 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN ALTERNATIVE COMPENSATION EQUALIZATION

FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2026. FOR PAYABLE 2025 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY	NOTES
	GENERAL NET TAX CAPACITY OTHER (CON'T):						
	LEVY ADJUSTMENTS:						
(1322)	PAY 23 LEASE ADJUST	2,470.00-	2,470.00-	1,436.00-			
(1323)	LEASE LEVY ADJ (MEMO)						
(1324)	OTHER CAPITAL ADJUST (MEMO)						
(760)	FY2027 FAC & EQUIP BOND ADJUST						
(1326)	ECON DEV ABATE ADJUST						
(1327)	DEBT SURPLUS ADJUST						
(1341)	OTHER GENERAL ADJUST						
(2038)	ABATEMENT ADJUSTMENT			2,404.79			*10
(2051)	CARRY-OVER ABATEMENT ADJUST						*11
(2069)	ADVANCE ABATEMENT ADJUST			56.30			*12
(4047)	GENERAL OTH NTC TACONITE ADJUST						
(5005C)	SUBTOTAL - ADJUSTMENTS- THIS PAGE GENERAL NTC OTHER	2,470.00-	2,470.00-	1,025.09			
(5005A)	SUBTOTAL - INITIAL LEVIES- PAGE 34 GENERAL NTC OTHER	530,256.98	530,256.98	539,730.39			
(5005B)	SUBTOTAL - ADJUSTMENTS- PAGE 35 GENERAL NTC OTHER	5,629.00-	5,629.00-	22,030.09-			
(5004)	TOTAL GENERAL - NTC OTHER	522,157.98	522,157.98	518,725.39			

FOOTNOTES:
*10 PAY 2027 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT. DISTRICTS MAY SPREAD THI COMPONENT OVER A PERIOD OF TWO YEARS (UP TO THREE YEARS ON REQUEST).
*11 PAY 2027 LEVY LIMITATION WILL NOT BE INCREASED BY ANY UNDERLEVY IN THIS COMPONENT UNLESS EXTENSION IS REQUESTED.
*12 PAY 2027 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT.
FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2026. FOR PAYABLE 2025 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY	NOTES
	COMMUNITY SERVICE:						
(609)	BASIC COMMUNITY EDUC	44,178.40	44,178.40	44,178.40			*13
(619)	EARLY CHILD FAMILY	34,797.31	34,797.31	32,399.01			*14
(624)	HOME VISITING	819.00	819.00	672.00			
(631)	ADULTS W/ DISABILITIES						
(636)	SCHOOL-AGE CARE						*14
(638)	OTHER COMM ED (MEMO)						
(1403)	FY2026 EARLY CHILD FAMILY ADJ	50.12-	50.12-	3,448.68-			
(1407)	FY2024 HOME VISITING ADJUST	13.12-	13.12-	89.79			
(1411)	FY2024 SCHOOL-AGE CARE ADJUST						
(1412)	ADULTS W/ DISABILITIES ADJUST						
(1415)	OTHER ADJUST (MEMO)						
(2039)	ABATEMENT ADJUSTMENT			152.51			*10
(2052)	CARRY-OVER ABATEMENT ADJUST						*11
(2070)	ADVANCE ABATEMENT ADJUST			2.88			*12
(4045)	COM SERV TACONITE ADJUST						
(5009)	TOTAL COMMUNITY SERVICE	79,731.47	79,731.47	74,045.91			

FOOTNOTES:
*10 PAY 2027 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT. DISTRICTS MAY SPREAD THI COMPONENT OVER A PERIOD OF TWO YEARS (UP TO THREE YEARS ON REQUEST).
*11 PAY 2027 LEVY LIMITATION WILL NOT BE INCREASED BY ANY UNDERLEVY IN THIS COMPONENT UNLESS EXTENSION IS REQUESTED.
*12 PAY 2027 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT.
*13 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING STATE AID.
*14 DISTRICT UNDERLEVY IN THIS COMPONENT WILL RESULT IN PROPORTIONATE REDUCTION IN CORRESPONDING STATE AID. DISTRICT MUST PROVIDE A COMMUNITY EDUCATION PROGRAM TO QUALIFY FOR THIS LEVY.
FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2026. FOR PAYABLE 2025 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY	NOTES
	DEBT SERVICE VOTER APPROVED:						
(809)	DEBT SERVICE-AID ELIG	2,734,988.00	2,734,988.00	2,733,150.00			*15
(811)	DEBT SERVICE-AID INELIG						*15
(781)	NATURAL DISASTER DEBT						*15
(1700)	REDUCTION FOR DEBT EXCESS						
(1701)	OTHER ADJUST (MEMO)						
(2040)	ABATEMENT ADJUSTMENT						*10,16
(2053)	CARRY OVER ABATEMENT						*11,16
(2071)	ADVANCE ABATE ADJUST						*12,16
(3034)	GDS VTR NET OFFSET ADJUST						
(3506)	GDS VTR MAX EFFORT ADJ						
(4061)	GDS VTR TACONITE ADJUST						
(5013)	TOTAL DEBT SERVICE VOTER APPROVED	2,734,988.00	2,734,988.00	2,733,150.00			*1
	DEBT SERVICE OTHER:						
(810)	DEBT SERVICE-AID ELIG						*15
(812)	DEBT SERVICE-AID INELIG						*15
(772)	LT FACILITIES DEBT SERVICE						*15
(1708)	FY2026 LTFM DEBT SERV ADJ						
(1715)	FY2025 LTFM DEBT SERV ADJ						
(1726)	FY2024 LTFM DEBT SERV ADJ						
(1703)	REDUCTION FOR DEBT EXCESS						
(1704)	OTHER ADJUST (MEMO)						
(2040)	ABATEMENT ADJUSTMENT						*10,16
(2053)	CARRY OVER ABATEMENT						*11,16
(2071)	ADVANCE ABATE ADJUST						*12,16
(3035)	GDS OTH NET OFFSET ADJUST						
(3507)	GDS OTH MAX EFFORT ADJ						
(4051)	GDS OTH TACONITE ADJUST						
(5014)	TOTAL DEBT SERVICE OTHER						*1

FOOTNOTES:
*1 SCHOOL BUILDING BOND AGRICULTURAL CREDIT WILL BE CALCULATED USING THE GENERAL DEBT SERVICE LEVY CATEGORIES
*10 PAY 2027 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT. DISTRICTS MAY SPREAD THI COMPONENT OVER A PERIOD OF TWO YEARS (UP TO THREE YEARS ON REQUEST).
*11 PAY 2027 LEVY LIMITATION WILL NOT BE INCREASED BY ANY UNDERLEVY IN THIS COMPONENT UNLESS EXTENSION IS REQUESTED.
*12 PAY 2027 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT.
*15 DISTRICT MUST LEVY THE MAXIMUM AMOUNT FOR THIS LEVY COMPONENT.
*16 ABATEMENT ADJUSTMENTS SHOWN ON LINES 2040, 2053 AND 2071 APPEAR AS VOTER APPROVED DEBT SERVICE IF VOTER APPROVED INITIAL DEBT SERVICE LEVY ON LINE 813 IS GREATER THAN ZERO. OTHERWISE ABATEMENT ADJUSTMENTS APPEAR AS OTHER DEBT SERVICE.

FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2026. FOR PAYABLE 2025 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

LINE #	LIMITATION COMPONENTS	2024 PAY 2025 LIMITATION	2024 PAY 2025 CERTIFIED LEVY	2025 PAY 2026 LIMITATION	2025 PAY 2026 PROPOSED LEVY	2025 PAY 2026 CERTIFIED LEVY	NOTES
	OPEB/PENSION DEBT SERVICE VOTER APPROVED:						
(902)	REQ DEBT SERVICE LEVY FOR OPEB/PENSION BONDS						*15
(1900)	REDUCTION FOR DEBT EXCESS						
(1901)	OTHER ADJUST (MEMO)						
(2041)	ABATEMENT ADJUSTMENT						*10,17
(2054)	CARRY OVER ABATEMENT						*11,17
(2072)	ADVANCE ABATE ADJUST						*12,17
(4059)	OPEB/PENSION DEBT TACONITE ADJUST						
(5020)	TOTAL OPEB/PENSION DEBT SERVICE VOTER APPROVED						
	OPEB/PENSION DEBT SERVICE OTHER:						
(907)	REQ DEBT SERVICE LEVY FOR OPEB/PENSION BONDS						*15
(1903)	REDUCTION FOR DEBT EXCESS						
(1904)	OTHER ADJUST (MEMO)						
(2041)	ABATEMENT ADJUSTMENT						*10,17
(2054)	CARRY OVER ABATEMENT						*11,17
(2072)	ADVANCE ABATE ADJUST						*12,17
(3041)	OPEB DEBT OTH NET OFFSET ADJUST						
(4049)	OPEB/PENSION DEBT TACONITE ADJUST						
(5021)	TOTAL OPEB/PENSION DEBT SERVICE OTHER						

FOOTNOTES:
*10 PAY 2027 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT. DISTRICTS MAY SPREAD THI COMPONENT OVER A PERIOD OF TWO YEARS (UP TO THREE YEARS ON REQUEST).
*11 PAY 2027 LEVY LIMITATION WILL NOT BE INCREASED BY ANY UNDERLEVY IN THIS COMPONENT UNLESS EXTENSION IS REQUESTED.
*12 PAY 2027 LEVY LIMITATION WILL BE INCREASED BY THE AMOUNT OF ANY UNDERLEVY IN THIS COMPONENT.
*15 DISTRICT MUST LEVY THE MAXIMUM AMOUNT FOR THIS LEVY COMPONENT.
*17 ABATEMENT ADJUSTMENTS SHOWN ON LINES 2041, 2054 AND 2072 APPEAR AS VOTER APPROVED OPEB DEBT SERVICE IF VOTER APPROVED INITIAL OPEB DEBT SERVICE LEVY ON LINE 902 IS GREATER THAN ZERO. OTHERWISE ABATEMENT ADJUSTMENTS APPEAR AS OTHER DEBT SERVICE.

FISCAL YEAR (FY) REFERENCES IN THE LIMITATION COMPONENTS COLUMN RELATE TO PAYABLE 2026. FOR PAYABLE 2025 COLUMNS, THE AMOUNTS SHOWN ARE FOR ONE YEAR PRIOR THE FISCAL YEAR SHOWN.

END OF LEVY LIMITATION AND CERTIFICATION REPORT

2025-2026 Fundraiser Schedule

ENCLOSURE # 8

Organization Name	Fundraising Activity	Dates of Fundraiser	Reaon For Fundraiser
Athletic Department	Vikings Ticket Sales	July-August	General Suplies
Athletic Department	Online Clothing Stores	On-going	Misc. Equipment
Baseball Boosters	Football Concessions	Aug-Oct	Equipment
Baseball Boosters	Donation Campaign	March	Equipment
Basketball Boosters	Selling Advertisement Banners	December	Youth Programs
Basketball Boosters	GBB Concessions	Winter	Equipment
Basketball Boosters	Shoot-A-Thon	December	Equipment/Uniforms
Basketball Boosters	Elem/JH GBB & BBB Tourneys	Dec/Jan	Equipment
Basketball Boosters	Renk Seed Harvest	September	Equipment
BPA	BOLD Clothing Store	Sept & Nov	State Competition Expenses
Dance Boosters	Dance Competition	December	Uniforms/Warmups/Equipment
Dance Boosters	Food Booth @ BI Flea Market	July	Uniforms/Warmups/Equipment
Dance Boosters	Coach Purse Bingo	November	Uniforms/Warmups/Equipment
Dance Boosters	FB Tailgate Meal	September	Uniforms/Warmups/Equipment
Dance Boosters	Flower Sale	March/April	Uniforms/Warmups/Equipment
ECFE Boosters	Pura Vida Bracelets & T-shirt Sales	On-going	Curriculum/Supplies/Field Trips
ECFE Boosters	Popcorn Sales	November	Curriculum/Supplies/Field Trips
Football Boosters	Fairground Clean-up	August	Fan Busses
Football Boosters	Advertisement Signs For Stadium	July	Senior Scholarships
Football Boosters	Golf Tournament	September	Senior Scholarships
Football Boosters	Pull Tabs @ Max's Grill	On-Going	Equipment/Field Improvements
Football Boosters	BOLD Card & App	August	Equipment
FB/VB/GBB/BBB/WR	Split The Pot	During Seasons	Post-Season Banquets
FFA	Fruit Sales	November	Camps, National Convention
FFA	Pancake Breakfast	Fall/Spring	Camps, National Convention
FFA	Trivia Night	Winter	CDE/LDE Materials
Junior Class	Magazine Sales	October	Prom
Junior Class	Cold Stone Sales	On-going	Prom
Media Boosters	Book Fair	Oct/Nov/March/April	Author Visits
Middle School D.C. Trip	BBB Concessions	December-March	Travel fees
Music Boosters	Freedom Fundraising Candy	September	Music Trip, Awards, Student Needs
Music Boosters	Little Ceasar's Pizza Sales	Nov/Dec	Music Trip, Awards, Student Needs
Music Boosters	Burger Baskets @ Olivia Legion	January	Music Trip, Awards, Student Needs
Music Boosters	Puffins Sales	Feb/March	Music Trip, Awards, Student Needs
Musical Boosters	Murder Mystery Dinner Theater	July	Equipment
Musical Boosters	Plant Sales	November	Equipment
Musical Boosters	One Act Play Performance @ Max's	Februrary-March	Equipment
NHS	Pennies for Patients	Feb/March	Lukemia & Lymphoma Society
NHS	FB Tailgate Meal	October	Supplies
Prom	Burger Bar Meal	Winter	Decorations
Prom	Collection/Tip Jars Locally	Winter	Decorations
Robotics	Letters to Business	November	Supplies, Equipment, and Travel
Softball Boosters	Super Bowl Board	February	Equipment
Softball Boosters	Call-a-thon	April	Equipment
Softball Boosters	Softball Concession	April-May	Equipment
Softball Boosters	Meal @ Legion	April	Equipment
Softball Boosters	FB Tailgate Meal	September	Equipment
Track Boosters	Track-a-thon	March	Equipment
Track Boosters	TOMF Clean-up	March	Equipment
Track Boosters	BOLD Clothing Order	Sept - March	Replace worn out warm-ups
Track Boosters	Snap Online Fundraiser	TBD	Equipment
Volleyball Boosters	Athletic Program Advertisements	July	Equipment
Volleyball Boosters	Volleyball Concessions	Aug-Oct	Equipment
Volleyball Boosters	Burger Baskets @ Olivia Legion	September	Equipment
Wrestling Boosters	WR Concessions	Winter	Equipment
Wrestling Boosters	Golf Tournament	July	Equipment
Wrestling Boosters	Youth Tournament	December	Equipment/Uniforms
Wrestling Boosters	ScoreVision Advertisements	Aug - March	Equipment
Wrestling Boosters	Burger Baskets @ Olivia Legion	December or January	Equipment
Wrestling Boosters	Youth Wrestling Duals	December - March	Equipment
Wrestling Boosters	Raffle Drawing @ Olivia Legion	January & February	

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

[Note: This policy reflects the mandatory law regarding reporting maltreatment of vulnerable adults and is not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to comply fully with Minnesota Statutes section 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.

B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

A. "Abuse" means:

1. An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in Minnesota Statutes sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in Minnesota Statutes section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in Minnesota Statutes section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in Minnesota Statutes sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.

2. Conduct which is not an accident or therapeutic conduct as defined in Minnesota Statutes section 626.5572 which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under Minnesota Statutes section 245.825.

3. Any sexual contact or penetration as defined in Minn. Stat. § 609.341between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.

4. The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.

   Abuse does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 2.

B. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.

C. "Common entry point" means the entity responsible for receiving reports of alleged or suspected maltreatment of a vulnerable adult and designated by the Commissioner of the Minnesota Department of Human Services as the MN Adult Abuse Reporting Center (MAARC).

D. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.

E. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

F. "Mandated reporter" means a professional or professional's delegate while engaged in education.

G. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.

H. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct.

I. Neglect also means the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 17.

J. "School personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.

K. "Vulnerable adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minnesota Statutes chapter 245A, except as excluded under Minnesota Statutes section 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or whether any type of service is received,

possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to provide adequately for the individual's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

IV. REPORTING PROCEDURES

A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.

B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.

C. The report shall, to the extent possible, identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose *not public data*, as defined under Minnesota Statutes section 13.02, to the extent necessary to comply with the above reporting requirements.

D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.

E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against a vulnerable adult who is named in a report is prohibited.

F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

A. This policy should appear in school personnel handbooks as appropriate.

B. The school district will develop a method of discussing this policy with employees as appropriate.

C. This policy should be reviewed at least annually for compliance with state law.

Legal References:

Minn. Stat. § 13.02 (~~Government Data Practices; Definitions~~ Collection, Security, and Dissemination of Records; Definition)

~~Minn. Stat. Ch. 245A (Human Services Licensing)~~

Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)

Minn. Stat. §§ 609.221-609.224 (Assault)

Minne. Stat. § 609.234 (Crimes Against the Person)

~~Minn. Stat. § 609.232 (Crimes Against Vulnerable Adults; Definitions)~~

Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)

Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)

Minn. Stat. § 609.341 (Definitions)

Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)

Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)

Minn. Stat. § 626.5572 (Definitions)

In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References:

MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)

MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

~~MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)~~

Adopted: ~~10-24-2011~~ 09-22-2025

Revised: ~~9-20-21~~ 06-19-2024

MSBA/MASA Model Policy 532
Orig. 2003
Rev. ~~2019~~2024

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

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

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

A. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.

B. “Emergency” means a situation where immediate intervention is needed to protect a child or other individual from physical injury.

C. “Peace officer” means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term “peace officer” includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

D. "Physical holding" means physical intervention intended to hold a child immobile or limit a child's movement, where body contact is the only source of physical restraint, and where immobilization is used to effectively gain control of a child in order to protect a child or other individual from physical injury.

[NOTE: This definition is added to provide clarity for discussion of physical holds later in this policy and in light of recent Minnesota legislative action.]

E. The phrase “remove the student from school grounds” is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.

F. ~~Police liaison officer” is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency who is licensed by the board of Peace Officer standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term “peace office “ includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.~~ “School Resource Officer” means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer’s regular responsibilities through the terms of a contract entered between the peace officer’s employer and the designated school district or charter school.

[NOTE: The 2024 Minnesota legislature enacted this definition of “school resource officer.” MSBA deleted the definition of “police liaison officer” as part of this change. School districts should use the term that reflects their local circumstances.]

G. “Student with an IEP” or “the student” means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

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

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the ~~police liaison~~ school resource officer or a peace officer.

B. Removal By School Resource Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the school resource officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration

by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

[NOTE: If the school district uses a different reference name for its student records policy, insert that name in place of the reference to Protection and Privacy of Pupil Records, which is the title of MSBA/MASA Model Policy 515.]

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

1. In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the ~~police liaison~~ school resource ~~–~~officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

2. In removing a student with an IEP from school grounds, ~~police liaison~~ school resource officers and school district personnel are further prohibited from engaging in the following conduct:

   a. Corporal punishment prohibited by Minnesota Statutes, section 121A.58;

   b. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;

   c. Totally or partially restricting a child's senses as punishment;

   d. Denying or restricting a child's access to equipment and devices such as walkers, wheelchairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;

e. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes, 626.556 ~~chapter 260E;~~

f. Physical holding (as defined above and in Minnesota Statutes, section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;

g. Withholding regularly scheduled meals or water; and/or

H. Denying a child access to toilet facilities.

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ

those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minnesota Statutes, section 125A.0942, subdivision 5, and otherwise comply with the requirements of section 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67 ~~Subd. 2~~ (~~Aversive and Deprivation Procedures~~ Removal by Police Officer)
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education ~~Improvement~~ Act ~~of 2004 (IDEA)~~)
34 C.F.R. § 300.535 (~~Referral to and Action by Law Enforcement and Judicial Authorities~~ IDEA Regulation Regarding Involvement of Law Enforcement)

Cross References:
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

Adopted: ~~07-24-17~~ 09-22-2025

MSBA/MASA Model Policy 533
Orig. 2005

Revised: 06-25-2022

Rev. 2022

533 WELLNESS

[NOTE: All school districts that participate in the National School Lunch and School Breakfast Programs are required by the Healthy, Hunger-Free Kids Act of 2010 (Act) to have a wellness policy that includes standards and nutrition guidelines for foods and beverages made available to students on campus during the school day, as well as specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. The Act requires the involvement of parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the public in the development, implementation, and periodic review and update of the wellness policy. The Act also requires a plan for measuring implementation of the policy and reporting wellness policy content and implementation issues to the public, as well as the designation of at least one person charged with responsibility for the implementation and oversight of the wellness policy to ensure the school district is in compliance with the policy.]

I. PURPOSE

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and ensure~~assure~~ that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum local, state, and federal standards.

II GENERAL STATEMENT OF POLICY

A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.

B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity in accordance with Policy 799, Allergen Safety.

C. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.

D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.

E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

[NOTE: The Act requires that wellness policies include goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness.]

A. Nutrition Promotion and Education

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:
    a. offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;
    b. part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and
    c. enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.
2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching television;
2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and
3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

C. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.
2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.
3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.
4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

IV STANDARDS AND NUTRITION GUIDELINES

[NOTE: The Act requires that school districts have standards, selected by the school district, for all foods available on the school campus during the school day with the objective of promoting student health and reducing childhood obesity. For foods and beverages sold to students during the school day on school campus, the Act requires that school districts also have nutrition guidelines.]

A. School Meals

[NOTE: The Act specifically requires that the wellness policy contain standards and nutrition guidelines for all foods and beverages sold to students during the school day that are consistent with the meal requirements for lunches and after-school snacks set forth in 7 Code of Federal Regulations, section 210.10 and the meal requirements for breakfasts set forth in 7 Code of Federal Regulations, section 220.8.]

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.
2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.
3. Food service personnel will try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning.
4. Food service personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.
5. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.
6. Food service personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.
7. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.
8. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.
9. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.
10. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages

made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.

2. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.
2. All competitive foods will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.
3. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

D. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:
   a. Celebrations and parties. The school district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.

      [NOTE: Healthy party ideas are available from the USDA.]

   b. Classroom snacks brought by parents. The school district will provide to parents a list of suggested foods and beverages that meet Smart Snacks nutrition standards.
2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment.
3. Fundraising. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas.

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.
2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

[NOTE: The Act requires that local school wellness policies identify the position of the local education agency or school official(s) responsible for the implementation and oversight of the local school wellness policy.]

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.
2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

[NOTE: The Act requires a description of the manner in which parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public are provided an opportunity to participate in the development, implementation, and periodic review and update of the local school wellness policy.]

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.
2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

[NOTE: The Act requires a description of the plan for measuring the implementation of the local school wellness policy.]

1. After approval by the school board, the wellness policy will be implemented throughout the school district.
2. The school district will post its wellness policy on its website, to the extent it maintains a website.

[NOTE: Per Minnesota Statutes, section 121A.215, when available, a school district must post its current local school wellness policy on its website.]

B. Annual Reporting

{NOTE: The Act requires that school districts inform the public about the content and implementation of the local wellness policy and make the policy and any updates to the policy available to the public on an annual basis.]

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

[NOTE: The Act requires a triennial assessment of schools' compliance with the wellness policy. The Act also requires school districts to inform the public about progress toward meeting the goals of the wellness policy by making the triennial assessment available to the public in an accessible and easily understood manner.]

1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:
   a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;
   b. the extent to which the school district's wellness policy compares to model local wellness policies; and
   c. a description of the progress made in attaining the goals of the school district's wellness policy.
2. The Wellness Coordinator will be responsible for conducting the triennial assessment.
3. The triennial assessment report shall be posted on the school district's website or otherwise made available to the public.

D. Recordkeeping

[NOTE: The Act requires school districts to retain records to document compliance with the requirements of 7 Code of Federal Regulations, section 210.30.]

The school district will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The school district's written wellness policy.
2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.
3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References: Minn. Stat. § 121A.215 (Local School District Wellness Policy; Website)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Cross References: BOLD ISD #2534 Policy 799 (Allergen Safety)

Local Resources: Minnesota Department of Education, www.education.state.mn.us
Minnesota Department of Health, www.health.state.mn.us
County Health Departments
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

Adopted: October 27, 2025 ~~March 23, 2020~~ *MSBA/MASA Model Policy 535*

Orig. 2019

Revised: 05-16-2024 *Rev. 2024*

535 SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

II. GENERAL STATEMENT OF POLICY

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

III. DEFINITIONS

A. Handler

A "handler" is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, "handler" means the person who cares for and supervises the animal on that individual's behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

B. Service Animal

A "service animal" is a dog (regardless of breed or size) or miniature horse that is individually trained to perform "work or tasks" for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual's disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

C. Trainer

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

D. Work or Tasks

1. "Work or tasks" are those functions performed by a service animal.

2. Examples of "work or tasks" include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.
3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school- sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.

B. It is an unfair discriminatory practice to prohibit ~~a~~ person with a disability from taking a service animal into the public place or conveyance to aid persons with disabilities, and if the service animal is properly harnessed or leashed so that the person with a disability may maintain control of the service animal.

C. The school district shall not require a person with a disability to make an extra payment or pay an additional charge when taking a service animal into any school district building.

[NOTE: The 2024 Minnesota legislature revised Minn. Stat. 3631.19, as reflected in Paragraphs B. and C.]

D. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:

1. Is the service animal required because of a disability; and
2. What work or tasks is the service animal trained to perform.

E. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.

F. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

A. The service animal must be required for the individual with a disability.

B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.

C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

D. The service animal must be housebroken.

E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.

F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.

G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.

H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. School district employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.

B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.

C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:

1. Any of the requirements described in Part V., above, are not met.
2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or
4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.

B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;

B. Whether the handler has sufficient control of the miniature horse;

C. Whether the miniature horse is housebroken; and

D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

IX. ALLERGIES; FEAR OF ANIMALS

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

XII. LIABILITY

A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.

B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

Legal References: Section 504 of the Rehabilitation Act of 1973
28 C.F.R. § 35.104 (ADA Regulations)
28 C.F.R. § 35.130(b)(7) (ADA Regulations)
28 C.F.R. § 35.136 (ADA Regulations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
Minn. Stat. § 256C.02 (Public Accommodations)
Minn. Stat. § 363A.19 (Discrimination Against Disabilities Prohibited)
Minn. Stat. § 609.226 (Harm Caused by Dog)
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

Cross References: MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

APPROVAL REQUEST FORM FOR USE OF A SERVICE ANIMAL

Please turn in your request to the Superintendent

Student/Employee Name: _____ Date: _____

Parent or authorized representative name(s) and contact information *(please include email, phone number, and address)*: _____

_____

Building: _____

Type of service animal: _____

Name of service animal: _____ Name of handler: _____

Is the service animal required because of a disability: _____

_____

What work or tasks is the service animal trained to perform: _____

_____

_____

Checklist for Completion of Form

Attached is documentation that the service animal is:

_____ Properly licensed

_____ Properly and currently vaccinated

I have read and understand the School District's policy regarding service animals and will abide by the terms of the policy.

I understand that if my service animal: is out of control and/or the animal's handler does not effectively control the animal's behavior; is not housebroken or the animal's presence or behavior fundamentally interferes in the functions of the School District; or behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a direct threat to the health and safety of others that cannot be eliminated by reasonable modifications, the School District has the discretion to exclude or remove my service animal from its property.

I agree to be responsible for any and all damage to School District property, personal property, and any injuries to individuals caused by my service animal. I agree to indemnify, defend, and hold harmless the School District, its school board members, administrators, employees, and agents, from and against any and all claims, actions, suits, judgments, and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my service animal.

Superintendent Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date:_____

Employee Signature: _____ Date:_____

Note: This Registration/Agreement is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different service animal will be used.

Adopted: ~~*November 25, 2024*~~ *October 27, 2025*

MSBA/MASA Model Policy 806
Orig. 1999

Revised: ~~*June 4, 2024*~~ *June 16, 2025*

Rev. 2025

806 CRISIS MANAGEMENT POLICY

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

I. PURPOSE

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

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

II. GENERAL INFORMATION

A. The Policy and Plans

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

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

B. Elements of the District Crisis Management Policy

1. General Crisis Procedures

a. In all cases of emergency, staff are to use their best judgment in the moment, making decisions based on the immediate situation.

b. The intercom system will be used to communicate critical information to the building. Announcements will be made and repeated if possible. All staff, students, and visitors must listen carefully to these announcements and follow the instructions provided.

c. During lockdown and evacuation situations, we will follow the **ALICE** (Alert, Lockdown, Inform, Counter, Evacuate) training guidelines. These steps prioritize safety through flexibility, allowing staff and students to adjust based on the circumstances they face.

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

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

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

a. Lock-Down Procedures

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

[NOTE: Minnesota law requires a minimum of five school lock-down drills each school year. See Minnesota Statutes, section 121A.035.]

b. Evacuation Procedures

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

[NOTE: State law requires a minimum of five school fire drills, consistent with Minnesota Statutes, section 299F.30, and one school tornado drill each school year. See Minnesota Statutes section 121A.035.]

c. Sheltering Procedures

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

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

2. Crisis-Specific Procedures

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

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

[NOTE: The 2024 Minnesota legislature enacted permissive language stating that a school board "may adopt the model cardiac emergency response plan provided by" the Commissioner (as of June 4, 2024, a response plan is not yet available.]

3. School Emergency Response Teams

a. Composition

The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures,

evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator, and his or her alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office, or in a secondary location in single building school districts.

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

b. Leaders

The building administrator or his or her designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees

Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.

2. Students and Parents

Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

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

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

2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.

3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.

4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.

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

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

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

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

7. The school district will have prearranged sites for emergency sheltering and transportation as needed.

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

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

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses,

water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

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

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

D. Emergency Telephone Numbers

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

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

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

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

E. Warning and Notification Systems

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

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

F. Early School Closure Procedures

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

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

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

G. Media Procedures

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

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

H. Behavioral Health Crisis Intervention Procedures

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

1. Administrators will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. Designate specific rooms as private counseling areas.
3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.

4. Prohibit media from interviewing or questioning students or staff.

5. Provide follow-up services to students and staff who receive counseling.

6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

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

1. Physical/structural recovery.

2. Fiscal recovery.

3. Academic recovery.

4. Social/emotional recovery.

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

IV. ACTIVE SHOOTER DRILL

A. Definitions

1. "Active shooter drill" means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:

   a. a statistically significant effect on relevant outcomes based on any of the following:

      i. strong evidence from one or more well designed and well implemented experimental studies;

      ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

      iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2 developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons. An active shooter drill must not be combined or conducted consecutively with any other type of emergency preparedness drill. An active shooter drill must be accompanied by an announcement prior to commencing. The announcement must use concise and age-appropriate language and, at a minimum, inform students there is no immediate danger to life and safety.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction

through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above.

F. Active Shooter Simulations

A student must not be required to participate in an active shooter simulation. An active shooter simulation must not take place during regular school hours if a majority of students are present, or expected to be present, at the school. A parent or legal guardian of a student in grades 9 through 12 must have the opportunity to opt their student into participating in an active shooter simulation.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

   a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

   b. the importance of taking threats seriously and seeking help; and

   c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity, including providing information about the Department of Public Safety's statewide anonymous threat reporting system and any local threat reporting systems.

   [NOTE: The Minnesota legislature enacted the addition to 2.c in 2025 (Session Law Chapter 35).]

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

   a. student opportunities for leadership related to prevention and safety;

   b. encouragement and support to students in establishing clubs and programs focused on safety; and

   c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and
2. the effect of active shooter drills on the mental health and wellness of students and staff.

V. SAMPLE PROCEDURES INCLUDED IN THIS POLICY

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

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

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

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

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

B. Visitors

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

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

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

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

[NOTE: The Every Student Succeeds Act, 20 United States Code, section 6301, et seq.; Title IX, 20 United States Code, section 1681, et seq.; and the Unsafe School Choice Option, 20 United States Code, section 7912, require school districts to establish such transfer procedures.]

D. Radiological Emergencies at Nuclear Generating Plants [OPTIONAL]

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

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

Legal References: Minn. Stat. Ch. 12 (Emergency Management)

Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites
Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)

416 DRUG, ALCOHOL, AND CANNABIS TESTING

[NOTE: Drug, alcohol, and cannabis testing of school bus drivers and driver applicants is mandatory under federal law. The mandatory testing is described under Part III. of the policy. Drug and alcohol testing of other employees or drug and alcohol testing of school bus drivers beyond that mandated by federal law is optional and can be done under state law only if a policy containing provisions, such as the provisions of Part IV. of this policy, is adopted. Cannabis testing of school employees and school bus drivers shall conform to federal and Minnesota law. To preserve the right to request or require school district employees who are not bus drivers and applicants to undergo cannabis testing or drug and/or alcohol testing or to require bus drivers to submit to testing that is not federally mandated, a school district should adopt Part IV. as part of its drug and alcohol testing policy.]

I. PURPOSE

A. The school board recognizes the significant problems created by drug, alcohol, and cannabis use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. The school board believes that a work environment free of drug, alcohol, and cannabis use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing and cannabis testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school

district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.

D. The use, possession, sale, purchase, transfer, or dispensing of alcohol or cannabis is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol or cannabis is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol or cannabis are prohibited from entering or remaining on school district property.

E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.

F. The school district may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible, or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working, on school district premises, or operating a school district vehicle, machinery, or equipment as follows:

1. if, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;
2. if cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;
3. as provided in the school district's written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in writing and in a written policy that contains the minimum information required by Minnesota Statutes, section 181.952; or
4. as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the school district to lose a monetary or licensing-related benefit under federal law or regulations.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, cannabis (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.

2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.
6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.
9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.
12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to

follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.
16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

[NOTE: Federal regulations require that school districts provide materials to bus drivers explaining the school district's policies and procedures and the federal requirements with respect to the mandatory drug and alcohol testing of bus drivers (49 Code of Federal Regulations, section 382.601). Most of the required information is contained within this model policy. Additional materials to be provided to employees are described in Paragraph 2. of Section C.]

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of

Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

[NOTE: The federal regulations require a school district to obtain a signed statement from each driver certifying that he or she received a copy of these materials (49 Code of Federal Regulations, section 382.601(d)). The original signed certificate must be maintained by the school district and a copy may be provided to the driver.]

D. Alcohol and Controlled Substances Testing Program Manager

[NOTE: School districts are required by federal regulations to designate a person to answer driver questions about the policy and the education materials described in Section C. above and to notify the drivers of the designation (49 Code of Federal Regulations, section 382.601(b)(1)).]

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

[NOTE: The specific prohibitions for drivers are contained, in large part, in 49 Code of Federal Regulations, sections 382.201-382.215.]

1. Alcohol Concentration

   No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.

2. Alcohol Possession

   No driver shall be on duty or operate a CMV while the driver possesses alcohol.

3. On-Duty Use

   No driver shall use alcohol while performing safety-sensitive functions.

4. Pre-Duty Use

   No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

5. Use Following an Accident

   No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

6. Refusal to Submit to a Required Test

   No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

7. Use of Controlled Substances

   No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when

the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

8. Positive, Adulterated, or Substituted Test for Controlled Substance

No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.

9. General Prohibition

Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

[NOTE: Consequences for drivers engaging in alcohol-related conduct are described in the federal regulations (49 Code of Federal Regulations, section 382.505).]

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

[NOTE: School districts must utilize the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse") to conduct pre-employment queries, annual queries, and reports regarding CDL holders who operate CMVs on public roads (including school bus drivers) and who are covered by the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Testing Program. In addition to utilizing the Clearinghouse, school districts must continue to comply with the alcohol and controlled substance testing required under Title 49 of the Federal Regulations.]

1. Pre-Employment Testing

[NOTE: 49 Code of Federal Regulations, section 382.301 details the requirements for pre-employment testing.]

a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.

[NOTE: A school district is permitted, but not required, to conduct pre-employment testing for the use of alcohol. If a school district elects to require pre-employment testing for alcohol, it should include the bracketed text in Subparagraph a., above, and test all applicants uniformly.]

b. Tests shall be conducted only after the applicant has received a conditional offer of employment.

c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

[NOTE: Federal regulations require school districts to inquire about, obtain, and review alcohol and controlled substances information from prior employers pursuant to a driver's written authorization, prior to the time a driver performs safety-sensitive functions, if feasible (49 Code of Federal Regulations, section 382.413, and 49 Code of Federal Regulations, section 40.25). If not feasible, school districts must not permit the employee to perform safety-sensitive functions for more than thirty (30) days from the date a safety-sensitive function was performed unless the school districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query (see Attachment C to this policy). The school district shall retain the consent for three (3) years from the date of the query.

2. Post-Accident Testing

[NOTE: 49 Code of Federal Regulations, section 382.303, governs post-accident testing of drivers.]

a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.

e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.

f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

3. Random Testing

[NOTE: 49 Code of Federal Regulations, section 382.305 governs random testing of drivers.]

a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

[NOTE: The Federal Highway Administration (FHWA) set the random alcohol selection and testing rate at 10% of the average number of driver positions and evaluates this minimum percentage each year. School districts can elect to stay at the 1998 level of 25% (or a higher percentage) if they do not want to monitor the minimum annual percentage rate set by the FHWA. The random controlled substances selection and testing rate has remained at 50% each year and has not been lowered to 25% as is possible under the regulations.]

b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.

d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

[NOTE: 49 Code of Federal Regulations, section 382.307 governs reasonable suspicion testing of drivers.]

a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

[NOTE: 49 Code of Federal Regulations, sections 382.309, 40.23(d), and 40.305 govern return-to-duty testing.]

5. Return-To-Duty Testing

A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.

[NOTE: 49 Code of Federal Regulations, sections 382.311, 40.307, and 40.309 govern follow-up testing.]

6. Follow-Up Testing

When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

7. Refusal to Submit and Attendant Consequences

[NOTE: Consequences for refusals to submit to required drug and alcohol tests are addressed generally in 49 Code of Federal Regulations, sections 40.191, 40.261, and 382.211. They are more specifically addressed in 49 Code of Federal Regulations, sections 382.501-382.507 and in 49 United States Code, section 521(b).]

a. A driver or driver applicant may refuse to submit to drug and alcohol testing.

b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code, section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.

d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment D to this policy.

I. Testing Procedures

1. Drug Testing

[NOTE: The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT drug testing program (49 Code of Federal Regulations, section 40.45).]

a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.

b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide

a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.

f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:

(1) The donor expressly declines the opportunity to discuss the test results;

(2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or

(3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

[NOTE: The DOT Alcohol Testing Form (ATF) must be used for every DOT alcohol test. 49 Code of Federal Regulations, section 40.225.]

a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.

b. Any test result less than 0.02 alcohol concentration is considered a "negative" test.

c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.

d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.

e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

   [NOTE: The limitation on discharge in Paragraph 2., below, is contained solely in Minnesota law. State law is preempted by federal laws and regulations as it relates to drivers of commercial motor vehicles (such as bus drivers). See Minnesota Statutes, section 221.031, subdivision 10. Nevertheless, school districts may decide to comply with the state law requirements for various reasons (such as to treat all school district employees equally since employees subject to testing only under state law are accorded these additional rights). Consultation with the school district's legal counsel is recommended.]

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and

   b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.

   c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be Olivia Hospital & Clinic, 100 Healthy Way, Olivia, MN 56277, 800-916-1836, which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes, chapter 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

   [NOTE: The federal recordkeeping requirements for school districts are detailed in the federal regulations, 49 Code of Federal Regulations, sections 382.401 et seq. and 40.331. The DOT publishes a guide to the recordkeeping requirements of mandatory drug and alcohol testing for persons with a commercial driver's license as part of its Alcohol & Drugs: DOT Compliance Manual.]

2. The required records shall be retained for the following minimum periods:

   Basic records 5 years

   "Basic records" includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

   "Education and training records" must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

   Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse) as required under federal law, including:

   a. The name of the person tested;
   b. Any verified positive, adulterated, or substituted drug test result;
   c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
   d. Any refusal to submit to any test required hereunder;
   e. Any report by a supervisor of actual knowledge of use as follows
      (1) Any on-duty alcohol use;
      (2) Any pre-duty alcohol use;
      (3) Any alcohol use following an accident; and
      (4) Any controlled substance use.
   f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;

g. Any negative return-to-duty test; and

h. Any employer's report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal

The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

[NOTE: Subparagraphs b. and c., below, are based on the provisions of 49 Code of Federal Regulations, section 40.289.]

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

[NOTE: School districts are not required to comply with state law governing drug and alcohol testing when the individuals are subject to the federal laws and regulations (i.e., bus drivers). If a school district, after consultation with legal counsel, chooses to comply voluntarily with these requirements, Subparagraph b., above, can be modified as follows:

b. The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge exist. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]

c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform

safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to cannabis testing or drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo cannabis testing or drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

[NOTE: When the testing of drivers complies with federal testing requirements and procedures, school districts clearly are exempt from the state drug and alcohol testing requirements in Minnesota Statutes, sections 181.950-181.957. See Minnesota Statutes, section 221.031, subdivision 10. When testing beyond the federally mandated requirements, however, school districts still must comply with state law.]

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed

the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations, section 382.701.

2. The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.
3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.
4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. CANNABIS TESTING OR DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing or cannabis testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing or cannabis testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Definitions

1. "Cannabis testing" means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.
2. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
3. "Drug" means a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.

4. “Drug and Alcohol Testing,” “Drug or Alcohol Testing,” and “Drug or Alcohol Test” mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.
5. "Employee" means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.
6. "Initial screening test" means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
7. “Job Applicant” means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver’s license, and includes a person who has received a job offer made contingent on the person’s passing drug or alcohol testing. Job applicants for positions requiring a commercial driver’s license are governed by the provisions of the school district’s drug and alcohol testing policy relating to school bus drivers (Section III).
8. “Oral fluid test” means analysis of a saliva sample for the purpose of measuring the presence of the same substances as drug and alcohol testing and cannabis testing that:
    a. can detect drugs, alcohol, cannabis, or their metabolites in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1; and
    b. does not require the services of a testing laboratory under section 181.953, subdivision 1.

[NOTE: The 2024 Minnesota legislature added oral fluid tests.]

9. “Other Employees” means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver’s license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver’s license are primarily governed by the provisions of the district’s drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver’s license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of “other employees.”
10. “Positive Test Result” means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
11. “Random Selection Basis” means a mechanism for selection of employees that:
    a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and

b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.

12. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

13. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

B. Circumstances Under Which Cannabis Testing or Drug or Alcohol Testing May Be Requested or Required; Exceptions

1. General Limitations

a. The school district may not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or cannabis testing, unless the testing is done pursuant to this policy; and either (1) is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1; or (2) complies with the oral fluid test procedures under section 181.953, subdivision 5a.

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

b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing or cannabis testing on an arbitrary and capricious basis.

2. Cannabis Testing Exceptions

For the following positions, cannabis and its metabolites are considered a drug and subject to the drug and alcohol testing provisions in Minnesota Statutes, sections 181.950 to 181.957:

a. a safety-sensitive position, as defined in Minnesota Statutes, section 181.950, subdivision 13;

b. a position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to children;

c. a position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;

d. a position of employment funded by a federal grant; or

e. any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.

3. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the

event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

a. The school district must not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless otherwise required by state or federal law.

b. Unless otherwise required by state or federal law, the school district must not refuse to hire a job applicant solely because the job applicant submits to a cannabis test or a drug and alcohol test authorized by Minnesota law and the results of the test indicate the presence of cannabis.

c. The school district must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.

d. Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.

4. Oral fluid testing

a. When drug and alcohol testing or cannabis testing is otherwise authorized under Minnesota Statutes, section 181.951, the school district may request an employee or job applicant to undergo oral fluid testing according to the procedures under Minnesota Statutes, section 181.953, subdivision 5a as an alternative to using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1.

b. The employee must be informed of the test result at the time of the oral fluid test. Within 48 hours of an oral fluid test that indicates a positive test result or that is inconclusive or invalid, the employee or job applicant may request drug or alcohol testing or cannabis testing at no cost to the employee or job applicant using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1, and according to the existing laboratory testing standards in subdivisions 1 to 5. The rights, notice, and limitations in Minnesota Statutes, section 181.953, subdivision 6, paragraph (b), and subdivisions 7 to 8 and 10 to 11 apply to an employee or job applicant and a laboratory test conducted pursuant to this paragraph.

c. If the laboratory test under paragraph (b) above indicates a positive result, any subsequent confirmatory retest, if requested by the employee or job applicant, must be conducted following the retest procedures provided in Minnesota Statutes, section 181.953, subdivision 6, paragraph (c), and subdivision 9 at the employee's or job applicant's own expense.

d. Nothing in this subdivision is intended to modify the existing requirements for drug and alcohol testing or cannabis testing in the workplace under Minnesota Statutes, sections 181.950 to 181.957, unless stated otherwise.

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

5. Random Testing

The school district may request or require “other employees” to undergo cannabis testing or drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

6. Reasonable Suspicion Testing

The school district may request or require any employee to undergo cannabis testing or drug and alcohol testing if the school district has a reasonable suspicion that the employee:

a. is under the influence of cannabis, drugs, or alcohol;

b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or

d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

7. Treatment Program Testing

The school district may request or require any employee to undergo cannabis testing and drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo cannabis testing and drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

8. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

C. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of

this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or requesting cannabis testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing or cannabis testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing or cannabis testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test or cannabis test.

4. Notice of and Right to Explain Positive Test Result

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information (see Attachment G to this policy).

b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

c. The employee may present verification of enrollment in the medical cannabis patient registry or of enrollment in a Tribal medical cannabis program as part of the employee's explanation.

d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in

addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

   a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.

   b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, alcohol, or cannabis threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

   Attachments F and G to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test or cannabis test requested by the school district, unless the following conditions have been met:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug, alcohol, or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the school district

after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.

7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and

4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes, chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug, alcohol, and cannabis testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment H to this policy.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, Subd. 16 (Definitions; Personal Injury)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
49 C.F.R. Part 382 (Controlled Substances and Alcohol Use and Testing)

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 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

701 S. 9th Street
Olivia, MN 56277
Ph.# 320-523-1031 Fax: 320-523-2399
Tim Tydlacka, Superintendent
Kristine Flohrs Krafka, K-6 Principal
Melissa Hoffman Bodin, 7-12 Principal
Derek Flann, Dean of Students/Activities Director

BOLD

Bird island-Olivia-Lake Lillian School District
ISD 2534-01

ATTACHMENTS TO
DRUG.ALCOHOL, AND CANNABIS TESTING POLICY

Attachments A through C are to be used in conjunction with the drug and alcohol testing of school bus drivers and driver applicants.

- Attachment A is a "**Driver Acknowledgment–Drug and Alcohol Testing Policy Materials**" form that should be used to document receipt of the policy and other materials by drivers and driver applicants. It is referred to in Article III., Section C., Paragraph 4. of the policy.

- Attachment B is a "**Bus Driver or Driver Applicant–Authorization to Release Information**" form. It is referred to in Article III., Section H., Paragraph 1. of the policy

- Attachment C is a **"Consent to Clearinghouse Full Query"** form. It is referred to in Article III, Section H, Paragraph e of the policy.

- Attachment D is a "**Bus Driver or Driver Applicant–Refusal to Submit to Testing**" form. It is referred to in Article III., Section H., Paragraph 8. of the policy.

Attachments E through H are to be used in conjunction with drug, cannabis, and alcohol testing of non-bus drivers and applicants.

- Attachment E is a "**Pretest Notice**" that must be provided to non-school bus driver employees or job applicants before requesting that the employee or job applicant undergo drug or alcohol testing. It is referred to in Article IV., Section E., Paragraph 1. of the policy.

- Attachment F is a "**Notice of Test Results and Various Rights**" which should be used by the District when notifying non-school bus driver employees or job applicants of test results and other rights. It is referred to in Article IV., Section E., Paragraph 6. of the policy.

- Attachment G is an "**Explanation of Positive Test Result**" form which should be used by the school district to request that the employee or job applicant submit information to the school district relevant to the reliability of, or explanation for, a positive test result. It is referred to in Article IV., Section E., Paragraph 4. of the policy.

- Finally, the District may wish to use Attachment H, entitled "**Acknowledgment–Drug Alcohol, and Cannabis Testing Policy**," to document that written notice of the policy was given to all affected employees. It is referred to in Article IV., Section J. of the

BOLD
Bird island-Olivia-Lake
Lillian School District
ISD 2534-01

701 S. 9th Street
Olivia, MN 56277
Ph.# 320-523-1031 Fax: 320-523-2399
Tim Tydlacka, Superintendent
Kristine Flohrs Krafka, K-6 Principal
Melissa Hoffman Bodin, 7-12 Principal
Derek Flann, Dean of Students/Activities Director

— DRIVER ACKNOWLEDGMENT —
DRUG AND ALCOHOL TESTING POLICY AND MATERIALS
ATTACHMENT A

I have received a copy of the Drug, Alcohol, and Cannabis Testing Policy of Independent School District No. 2534-01, Bird Island-Olivia-Lake Lillian Public School District, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Federally Mandated Drug and Alcohol Testing for School Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

- ☐ Upon adoption of the policy (employee).
- ☐ Upon my hire (job applicant/new employee).
- ☐ After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing (job applicant).

I also received materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is the Superintendent and that any questions I may have concerning the Policy should be directed to the Program Manager.

Dated: _____

_____
Signature of Employee/Applicant

_____
Typed or Printed Name

701 S. 9th Street
Olivia, MN 56277
Ph.# 320-523-1031 Fax: 320-523-2399
Tim Tydlacka, Superintendent
Kristine Flohrs Krafka, K-6 Principal
Melissa Hoffman Bodin, 7-12 Principal
Derek Flann, Dean of Students/Activities Director

BOLD

Bird island-Olivia-Lake Lillian School District
ISD 2534-01

— BUS DRIVER OR DRIVER APPLICANT —
AUTHORIZATION TO RELEASE INFORMATION
ATTACHMENT B

Section I. To be completed by the school district, signed by the bus driver, or driver applicant, and transmitted to the previous employer:

Employee Printed or Typed Name: _____

Employee SS or ID Number: _____

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section I-B, to the employer listed in Section I-A. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: _____ Date: _____

Section I-A.
School District Name: _____
Address: _____

_____

Phone #: _____ Fax #: _____
Designated Employer Representative: _____

Section I-B.
Previous Employer Name: _____
Address: _____

_____

Phone #: _____
Designated Employer Representative (if known): _____

701 S. 9th Street
Olivia, MN 56277
Ph.# 320-523-1031 Fax: 320-523-2399
Tim Tydlacka, Superintendent
Kristine Flohrs Krafka, K-6 Principal
Melissa Hoffman Bodin, 7-12 Principal
Derek Flann, Dean of Students/Activities Director

BOLD

Bird island-Olivia-Lake Lillian School District
ISD 2534-01

Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

Section II-A. In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing:

1. Did the employee have alcohol tests with a result of 0.04 or higher? YES ____ NO ____
2. Did the employee have verified positive drug tests? YES ____ NO ____
3. Did the employee refuse to be tested? YES ____ NO ____
4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES ____ NO ____
5. Did a previous employer report a drug and alcohol rule violation to you? YES ____ NO ____
6. If you answered "yes" to any of the above items, did the employee complete the return-to-duty process? N/A_____ YES ____ NO ____

NOTE: If you answered "yes" to item 5, you must provide the previous employer's report. If you answered "yes" to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

Section II B.
Name of person providing information in SectionII-A: _____
Title: _____
Phone #: _____
Date: _____

BOLD
Bird island-Olivia-Lake
Lillian School District
ISD 2534-01

701 S. 9th Street
Olivia, MN 56277
Ph.# 320-523-1031 Fax: 320-523-2399
Tim Tydlacka, Superintendent
Kristine Flohrs Krafka, K-6 Principal
Melissa Hoffman Bodin, 7-12 Principal
Derek Flann, Dean of Students/Activities Director

— BUS DRIVER OR DRIVER APPLICANT —
CONSENT TO SCHOOL DISTRICT CONDUCT OF CLEARINGHOUSE FULL QUERY
ATTACHMENT C

Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver

(1) has a verified positive, adulterated, or substituted controlled substances test result;
(2) has an alcohol confirmation test with a concentration of 0.04 or higher;
(3) has refused to submit to a test in violation of federal law; or
(4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law.

The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

I consent to the school district's conduct of a Clearinghouse full query.

Dated: _____

_____
Signature of Employee/Applicant

_____
Typed or Printed Name

BOLD
Bird island-Olivia-Lake Lillian School District
ISD 2534-01

701 S. 9th Street
Olivia, MN 56277
Ph.# 320-523-1031 Fax: 320-523-2399
Tim Tydlacka, Superintendent
Kristine Flohrs Krafka, K-6 Principal
Melissa Hoffman Bodin, 7-12 Principal
Derek Flann, Dean of Students/Activities Director

— BUS DRIVER OR DRIVER APPLICANT —
REFUSAL TO SUBMIT TO TESTING
ATTACHMENT D

I hereby refuse to submit to drug/alcohol testing by doing the following (check all that apply):

- ☐ Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;
- ☐ Failing to remain at the testing site until the testing process is complete;
- ☐ Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
- ☐ Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;
- ☐ Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;
- ☐ Failing or declining to take a second test as directed;
- ☐ Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);
- ☐ Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form;
- ☐ Failing to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;
- ☐ Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- ☐ Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or
- ☐ Having a verified adulterated or substituted test as reported by the MRO.

[NOTE: An applicant who fails to appear for a preemployment test, who leaves the testing site before the preemployment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

BOLD
Bird island-Olivia-Lake Lillian School District
ISD 2534-01

701 S. 9th Street
Olivia, MN 56277
Ph.# 320-523-1031 Fax: 320-523-2399
Tim Tydlacka, Superintendent
Kristine Flohrs Krafka, K-6 Principal
Melissa Hoffman Bodin, 7-12 Principal
Derek Flann, Dean of Students/Activities Director

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

Date: _____

Time: _____ _____

Signature of Employee/Applicant

Supervisor:_____ _____

Typed or Printed Name Supervisor's Signature

Comments: _____

_____

_____

_____

_____

☐ Employee refusal to sign *Supervisor's Initials*: _____

BOLD
Bird island-Olivia-Lake
Lillian School District
ISD 2534-01

701 S. 9th Street
Olivia, MN 56277
Ph.# 320-523-1031 Fax: 320-523-2399
Tim Tydlacka, Superintendent
Kristine Flohrs Krafka, K-6 Principal
Melissa Hoffman Bodin, 7-12 Principal
Derek Flann, Dean of Students/Activities Director

— PRETEST NOTICE —
ATTACHMENT E

I, the undersigned employee/job applicant of Independent School District No. 2534-01, Bird Island-Olivia-Lake Lillian Public School District, Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School District's Drug, Alcohol, and Cannabis Testing Policy.

Date: _____

_____
Signature of Employee/Applicant

_____
Typed or Printed Name

701 S. 9th Street
Olivia, MN 56277
Ph.# 320-523-1031 Fax: 320-523-2399
Tim Tydlacka, Superintendent
Kristine Flohrs Krafka, K-6 Principal
Melissa Hoffman Bodin, 7-12 Principal
Derek Flann, Dean of Students/Activities Director

BOLD

Bird island-Olivia-Lake Lillian School District
ISD 2534-01

— NOTICE OF TEST RESULTS AND VARIOUS RIGHTS —
ATTACHMENT F

Employee Name: _____

Employee Address: _____

RE: Drug, Alcohol, and/or Cannabis Test
Date of Testing: _____

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

Independent School District No. 2534-01, Bird Island-Olivia-Lake Lillian Public School District, Minnesota has received the test result report from the testing laboratory:

- ☐ Your initial screening test result was negative.
- ☐ Your confirmatory test result was negative.
- ☐ Your confirmatory test result was positive.

Test Result Report:

You have the right to request and receive from the school district a copy of the test result on any drug or alcohol test or cannabis test.

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

Right to Request Confirmatory Retests:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are

701 S. 9th Street
Olivia, MN 56277
Ph.# 320-523-1031 Fax: 320-523-2399
Tim Tydlacka, Superintendent
Kristine Flohrs Krafka, K-6 Principal
Melissa Hoffman Bodin, 7-12 Principal
Derek Flann, Dean of Students/Activities Director

followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, alcohol, or cannabis threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.

Other Rights:
In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
   In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
   b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

BOLD
Bird island-Olivia-Lake Lillian School District
ISD 2534-01

701 S. 9th Street
Olivia, MN 56277
Ph.# 320-523-1031 Fax: 320-523-2399
Tim Tydlacka, Superintendent
Kristine Flohrs Krafka, K-6 Principal
Melissa Hoffman Bodin, 7-12 Principal
Derek Flann, Dean of Students/Activities Director

4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.
5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant passing drug, alcohol, and/or cannabis testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

BOLD
Bird island-Olivia-Lake Lillian School District
ISD 2534-01

701 S. 9th Street
Olivia, MN 56277
Ph.# 320-523-1031 Fax: 320-523-2399
Tim Tydlacka, Superintendent
Kristine Flohrs Krafka, K-6 Principal
Melissa Hoffman Bodin, 7-12 Principal
Derek Flann, Dean of Students/Activities Director

— EXPLANATION OF POSITIVE TEST RESULT —
ATTACHMENT G

I, the undersigned employee/job applicant of Independent School District No. 2534-01, Bird Island-Olivia-Lake Lillian Public School District, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

- ☐ no over-the-counter or prescription medications; or
- ☐ the following over-the-counter or prescription medications:

_____

_____

I also offer the following information relevant to the reliability of, or explanation for, a positive test result:

_____

_____

_____

_____

_____

_____

Date: _____

_____
Signature of Employee/Applicant

_____
Typed or Printed Name

BOLD
Bird island-Olivia-Lake
Lillian School District
ISD 2534-01

701 S. 9th Street
Olivia, MN 56277
Ph.# 320-523-1031 Fax: 320-523-2399
Tim Tydlacka, Superintendent
Kristine Flohrs Krafka, K-6 Principal
Melissa Hoffman Bodin, 7-12 Principal
Derek Flann, Dean of Students/Activities Director

— ACKNOWLEDGMENT —
DRUG, ALCOHOL, AND CANNABIS TESTING POLICY
ATTACHMENT H

I have received a copy of the Drug, Alcohol, and Cannabis Testing Policy of Independent School District No. 2534-01, Bird Island-Olivia-Lake Lillian Public School District, Minnesota and have read it in its entirety.

The District's policy was provided to me:

- ☐ Upon adoption of the policy (employee)
- ☐ Upon my hire (job applicant/new employee)
- ☐ After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug, alcohol, and cannabis testing as applicable. (job applicant)

Dated: _____

_____
Signature of Employee/Applicant

_____
Typed or Printed Name

Adopted: ~~06-24-2013~~ November 24, 2025 MSBA/MASA Model Policy 612.1
Orig1996
Revised: January 1, 2016 Rev. ~~2005~~ 2016

612.1 DEVELOPMENT OF PARENT AND FAMILY ENGAGEMENT POLICIES FOR TITLE I PROGRAMS

[NOTE: This policy reflects recent federal statutory changes made by the Every Student Succeeds Act (ESSA) which require school districts and schools to meet with parents and jointly develop parent and family engagement policies at both a district wide and school building level. This policy lists the required components of the ~~parental~~ parent and family engagement ~~involvement~~ policies described herein and serves as a framework for their development. The policies and these components are mandatory in order for the school district to receive federal funds under this program.]

I. PURPOSE

The purpose of this policy is to encourage and facilitate involvement by parents of students participating in Title I in the educational programs and experiences of students. The policy shall provide the framework for organized, systematic, ongoing, informed, and timely parental involvement in relation to decisions about the Title I services within the school district. The involvement of parents by the school district shall be directed toward both public and private school children whose parents are school district residents or whose children attend school within the boundaries of the school district.

II. GENERAL STATEMENT OF POLICY

A. ~~It is~~ The policy of the school district ~~is~~ to plan and implement, with meaningful consultation with parents of participating children, programs, activities, and procedures for the engagement ~~involvement~~ of parents and families in its Title I programs.

B. ~~It is~~ The policy of the school district is to fully comply with 20 United States Code, section 6318 which requires the school district to develop jointly with, agree upon with, and distribute to parents of children participating in Title I programs written ~~parental~~ parent and family ~~involvement~~ engagement policies.

III. DEVELOPMENT OF DISTRICT LEVEL POLICY

The school board will direct the administration to develop jointly with, agree upon with, and distribute to parents and family members of participating children a written ~~parental~~ parent and family engagement ~~involvement~~ policy that will be incorporated into the school district's Title I plan. The policy will establish the expectations for meaningful ~~parental~~ parent and family involvement and describe how the school district will:

A. Involve parents and family members in the joint development of the school district's Title I plan and the ~~process of school review and improvement~~ development of support and improvement plans;

B. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the school district in planning and implementing effective ~~parental~~ parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, individuals with expertise in effectively engaging parents and family members in education;

C. ~~Build the schools' and parents' capacity for strong parental involvement.~~ Coordinate and integrate parent and family engagement strategies with similar strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs;

D. ~~Coordinate and integrate parental involvement strategies with similar strategies under other programs, such as Head Start, Early Reading First, Even Start, the Parents as Teachers Program, the Home Instruction Program for Preschool Youngsters, and state-administered preschool programs.~~ Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental involvement activities (with particular attention to, parents who are economically disadvantaged, disabled, have limited English proficiency, have limited literacy, or who are of a racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;

E. Use the findings of such evaluations to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the district-level and school-level and ~~parental involvement~~ family engagement policies; and

F. Involve parents in the activities of the schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

IV. DEVELOPMENT OF SCHOOL LEVEL POLICY

The school board will direct the administration of each school to develop (or amend an existing parental involvement policy) jointly with, and distribute to, parents and family members of participating children a written ~~parental~~ parent and family ~~involvement~~ engagement policy, agreed upon by such parents and families, that shall describe the means for carrying out the federal requirements of parent and family involvement ~~engagement~~. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

A. The policy will describe the means by which each school with a Title I program will:

1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I programs, and to explain to parents of participating children the program, its requirements, and their right to be involved;

2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide with Title I funds transportation, child care, or home visits, as such services relate to parental involvement;

3. Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of the parental involvement programs, including the ~~school parental involvement policy~~ planning, review, and improvement of the school parent and family engagement policy and the joint development of the school-wide program plan, except that if ~~the~~ a school has in place a process for involving parents in the joint planning and design of ~~its~~ the school's programs, the school may use that process, if such process includes an adequate representation of ~~that would adequately involve~~ parents of participating children;

4. Provide parents of participating children with: timely information about Title I programs; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by parents, opportunities for regular meetings to formulate suggestions ~~share experiences with other parents~~ and to participate, as appropriate, in decisions relating to the ~~their child's~~ education of their children, and to respond to any such suggestions as soon as practicably possible; and

5. If the school-wide program plan is not satisfactory to the parents of participating children, submit any parent's comments on the plan when it is submitted to the school district.

B. As a component of this policy, each school shall jointly develop with parents a school/parent compact which outlines how parents, staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The compact shall:

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;

2. Describe the ways each parent will be responsible for supporting his or her child's learning by ~~monitoring school attendance and homework completion, monitoring television watching,~~ volunteering in his or her child's classroom and participating, as appropriate, in

decisions relating to his or her child's education and use of extracurricular time.

3. Address the importance of communication between teachers and parents on an on-going basis through the use of:

   a. Annual parent-teacher conferences to discuss the compact and the child's achievement;

   b. Frequent progress reports to the parents; and

   c. Reasonable access to staff, opportunities to volunteer, participate in the child's class, and observe in the child's classroom.

   d. regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that family members can understand.

C. To ensure effective involvement of parents and to support a partnership among the school, parents, and community to improve student academic achievement, the policy will describe how each school and the school district will:

1. Provide assistance to participating parents in understanding such topics as the state's academic content standards and state academic achievement standards, state and local academic assessments, Title I requirements, and how to monitor a child's progress and work with educators to improve the achievement of their children;

2. Provide materials and training to assist parents in working with their children to improve their children's achievement, ~~including coordinating necessary~~ such as literacy training and using technology, as appropriate, to foster parental involvement;

3. Educate school staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and school;

4. Coordinate and integrate parental involvement programs and activities with ~~Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teachers Program, public preschool programs and other programs~~ her federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children to the extent feasible and appropriate;

5. Ensure, to the extent practicable, that information about school and parent meetings, programs, and activities is sent home to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and

6. Provide such other reasonable support for parental involvement activities as requested by parents.

D. The policy will also describe the process to be taken if the school district and school choose to:

1. Involve parents in the development of training for school staff to improve the effectiveness of such training;

2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted;

3. Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;

4. Train parents to enhance the involvement of other parents;

5. Arrange meetings at a variety of times or ~~have~~ conduct in-home conferences between teachers or other educators, who work directly with participating children, and parents who are unable to attend such conferences at school in order to maximize parental involvement and participation in school-related activities;

6. Adopt and implement model approaches to improving parental involvement;

7. Develop appropriate roles for community-based organizations and business in parental involvement ~~in Title I programs~~ activities; and

8. Establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in Title I programs.

E. To carry out the requirements of ~~parental involvement~~ parent and family engagement, the school district and schools, to the extent practicable, will provide opportunities for the informed participation of parents and family members (including parents and family members ~~with~~ who have limited English proficiency, ~~or~~ parents and family members with disabilities, and parents and family members of migratory children), including providing information and school ~~profiles~~ reports in a format and, to the extent practicable, in a language that is understandable by the parents.

F. The school district and each school shall ~~assist~~ inform parents and parent organizations of the existence of ~~such centers~~ family engagement in education programs.

The policies will be updated periodically to meet the changing needs of parents and the school.

Legal References: 20 U.S.C. § 6318 (~~Parental Involvement~~ Parent and Family Engagement)

Cross References: None

Resolution for Acceptance of Gifts

Member_____ introduced the following resolution and moved its adoption:

WHEREAS **Renville County Agricultural Society** has generously donated **$500.00** to the **BOLD Athletics**;

WHEREAS **United Lutheran Church of Lake Lillian** has generously donated **$100.00** to the **BOLD Youth to purchase school supplies, hygiene products, and other items for student needs**;

WHEREAS **Hometown Bank** has generously donated **$900.00** to the **BOLD NHS for proceeds from the tailgate meal**;

WHEREAS **Beck's** has generously donated **$500.00** to the **BOLD FFA for helping with Beck's Becknology Day**;

WHEREAS **Kandi Land Farm** has generously donated **$125.00** to the **BOLD FFA for a portion of sales from Corn Capital Days**;

WHEREAS **Meyer's Coffee Shack** has generously donated **$100.00** to **BOLD Cross Country for t-shirts to be given as awards**;

WHEREAS **FM Bank** has generously donated **$200.00** to **BOLD Cross Country for t-shirts to be given as awards**;

WHEREAS **Home Town Bank** has generously donated **$250.00** to **BOLD Cross Country for t-shirts to be given as awards**;

WHEREAS **Brad and Heather McLagan** have generously donated **$100.00** to the **Visual Arts Department for restoring their dalmation statue;**

The motion for adoption of the foregoing resolution was duly seconded by Member_____ and upon vote being taken thereon, the following voted in favor thereof:,

And the following against the same:

And the following was absent:

The foregoing resolution was approved this 22nd day of September, 2025.

_____
Greg Peppel, School Board Clerk

Resolution for Acceptance of Gifts

Member Aaseth introduced the following resolution and moved its adoption:

WHEREAS **Renville County Agricultural Society** has generously donated **$500.00** to the **BOLD Athletics;**

WHEREAS **United Lutheran Church of Lake Lillian** has generously donated **$100.00** to the **BOLD Youth to purchase school supplies, hygiene products, and other items for student needs;**

WHEREAS **Hometown Bank** has generously donated **$900.00** to the **BOLD NHS for proceeds from the tailgate meal;**

WHEREAS **Beck's** has generously donated **$500.00** to the **BOLD FFA for helping with Beck's Becknology Day;**

WHEREAS **Kandi Land Farm** has generously donated **$125.00** to the **BOLD FFA for a portion of sales from Corn Capital Days;**

WHEREAS **Meyer's Coffee Shack** has generously donated **$100.00** to **BOLD Cross Country for t-shirts to be given as awards;**

WHEREAS **FM Bank** has generously donated **$200.00** to **BOLD Cross Country for t-shirts to be given as awards;**

WHEREAS **Home Town Bank** has generously donated **$250.00** to **BOLD Cross Country for t-shirts to be given as awards;**

WHEREAS **Brad and Heather McLagan** have generously donated **$100.00** to the **Visual Arts Department for restoring their dalmation statue;**

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

And the following against the same: Aaseth, Peppel, Benson, Clouse, Sheehan, and Frank

And the following was absent: None

The foregoing resolution was approved this 22nd day of September, 2025.

Greg Peppel, School Board Clerk

Adopted: ~~07-24-17~~ 09-22-2025

MSBA/MASA Model Policy 533
Orig. 2005

Revised: 06-25-2022

Rev. 2022

533 WELLNESS

[NOTE: All school districts that participate in the National School Lunch and School Breakfast Programs are required by the Healthy, Hunger-Free Kids Act of 2010 (Act) to have a wellness policy that includes standards and nutrition guidelines for foods and beverages made available to students on campus during the school day, as well as specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. The Act requires the involvement of parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the public in the development, implementation, and periodic review and update of the wellness policy. The Act also requires a plan for measuring implementation of the policy and reporting wellness policy content and implementation issues to the public, as well as the designation of at least one person charged with responsibility for the implementation and oversight of the wellness policy to ensure the school district is in compliance with the policy.]

I. PURPOSE

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum local, state, and federal standards.

II GENERAL STATEMENT OF POLICY

A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.

B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.

D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.

E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

[NOTE: The Act requires that wellness policies include goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness.]

A. Nutrition Promotion and Education

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:
    a. offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;
    b. part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and
    c. enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.
2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching television;
2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and
3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

C. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.
2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.
3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.
4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

IV STANDARDS AND NUTRITION GUIDELINES

[NOTE: The Act requires that school districts have standards, selected by the school district, for all foods available on the school campus during the school day with the objective of promoting student health and reducing childhood obesity. For foods and beverages sold to students during the school day on school campus, the Act requires that school districts also have nutrition guidelines.]

A. School Meals

[NOTE: The Act specifically requires that the wellness policy contain standards and nutrition guidelines for all foods and beverages sold to students during the school day that are consistent with the meal requirements for lunches and after-school snacks set forth in 7 Code of Federal Regulations, section 210.10 and the meal requirements for breakfasts set forth in 7 Code of Federal Regulations, section 220.8.]

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.
2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.
3. Food service personnel will try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning.
4. Food service personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.
5. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.
6. Food service personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.
7. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.
8. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.
9. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.
10. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages

made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.

2. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.
2. All competitive foods will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.
3. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

D. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:
   a. Celebrations and parties. The school district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.

      [NOTE: Healthy party ideas are available from the USDA.]

   b. Classroom snacks brought by parents. The school district will provide to parents a list of suggested foods and beverages that meet Smart Snacks nutrition standards.
2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment.
3. Fundraising. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas.

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.
2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

[NOTE: The Act requires that local school wellness policies identify the position of the local education agency or school official(s) responsible for the implementation and oversight of the local school wellness policy.]

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.
2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

[NOTE: The Act requires a description of the manner in which parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public are provided an opportunity to participate in the development, implementation, and periodic review and update of the local school wellness policy.]

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.
2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

[NOTE: The Act requires a description of the plan for measuring the implementation of the local school wellness policy.]

1. After approval by the school board, the wellness policy will be implemented throughout the school district.
2. The school district will post its wellness policy on its website, to the extent it maintains a website.

[NOTE: Per Minnesota Statutes, section 121A.215, when available, a school district must post its current local school wellness policy on its website.]

B. Annual Reporting

{NOTE: The Act requires that school districts inform the public about the content and implementation of the local wellness policy and make the policy and any updates to the policy available to the public on an annual basis.]

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

[NOTE: The Act requires a triennial assessment of schools' compliance with the wellness policy. The Act also requires school districts to inform the public about progress toward meeting the goals of the wellness policy by making the triennial assessment available to the public in an accessible and easily understood manner.]

1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:
   a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;
   b. the extent to which the school district's wellness policy compares to model local wellness policies; and
   c. a description of the progress made in attaining the goals of the school district's wellness policy.
2. The Wellness Coordinator will be responsible for conducting the triennial assessment.
3. The triennial assessment report shall be posted on the school district's website or otherwise made available to the public.

D. Recordkeeping

[NOTE: The Act requires school districts to retain records to document compliance with the requirements of 7 Code of Federal Regulations, section 210.30.]

The school district will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The school district's written wellness policy.
2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.
3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References: Minn. Stat. § 121A.215 (Local School District Wellness Policy; Website)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Local Resources: Minnesota Department of Education, www.education.state.mn.us
Minnesota Department of Health, www.health.state.mn.us
County Health Departments
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

Insert: Reference food and drink policy
Allergy Policy