

Yellow Medicine East ISD 2190 School Board Meeting Agenda



Monday, April 9, 2012 at 7:00 PM
Regular Meeting
YME High School Board Room

1. Call to Order	3
2. Approval of Agenda	
3. Approval of March 12, 2012 Meeting Minutes	6
4. Opportunity for Citizens to Speak	
5. Board & Committee Reports	
A. Negotiations Committee	8
B. Finance Committee	9
C. Buildings & Grounds Committee	10
D. Policy Committee	12
6. Reports	
A. Enrollment Report	13
B. Finance Report	14
C. Bert Raney Elementary Report - J. Kennedy	15
D. YME High School Report - K. Norell	
E. Superintendent Report - A. Stoeckman	16
7. Action Items	
A. Approval of Bills for Payment	17
B. Approval of EM-YME Contract	37
C. MDE School Directory of YME	
D. Resolution Discontinuing and Reducing Educational Programs and Positions	68
E. Resolution Relating to the Termination and Nonrenewal of Probationary Teacher - J. Driggs	69
F. Resolution Relating to the Termination and Nonrenewal of Probationary Teacher - C. Pappadackis	
G. Resolution Relating to the Termination and Nonrenewal of Probationary Teacher - K. Blackwelder	
H. Resolution Relating to the Termination and Nonrenewal of Probationary Teacher - C. Mooney	

I. Resolution Relating to the Proposed Placement on Unrequested Leave of Absence - D. Listul	70
J. Resolution Relating to the Proposed Placement on Unrequested Leave of Absence - V. Skjefte	
8. Policy Update	
A. First Reading - 100 Series - School District	72
B. First Reading - 200 Series - School Board	82
C. First Reading - 300 Series - Administration	139
9. Personnel Items	
A. Retirement - M. Kasel	
B. Leave of Absence Request - P. Weber	
C. Paraprofessional Long Term Substitute - B. Miller	
D. Leave of Absence Request - S. Koetter	
E. Long Term Substitute Teacher - C. Speh	
10. Discussion Items	
A. Interview for Secondary Principal	
B. USDA Food Service Grant	
C. 21st Century Community Learning Grant	
D. ECHO Charter School Approved Authorizer - Innovative Quality Schools	
11. Upcoming Events	
A. Prom - May 5, 2012 - Grand March - YME HS Auditorium - 6:30 (after drive up)	
B. Board Meeting - May 14, 2012 - YME Board Room - 7:00 pm	
12. Adjourn	

YELLOW MEDICINE EAST PUBLIC SCHOOLS

Independent School District 2190

To: YME School Board Members
From: Allen Stoeckman, Superintendent
Date: March 9, 2012
RE: Board Meeting – April 5, 2012

The agenda notes for the April 9, 2012 Board meeting are as follows.

Supporting exhibits are posted on BoardBook. Please let Denise know if you will be unable to attend.

- | Item | Description |
|------|--|
| 1. | Call to Order |
| 2. | Approval of Agenda |
| 3. | Approval of March 12, 2012 Meeting Minutes |
| 4. | Opportunity for Citizens to Speak |
| 5. | Board & Committee Reports |
| A. | Negotiations Committee
<i>See report on BoardBook regarding EMYME contract. Tim will be asked to report.</i> |
| B. | Finance Committee
<i>See report on BoardBook regarding budget reductions, Jane will be asked to report.</i> |
| C. | Buildings & Grounds Committee
<i>See report on Board Book, Grand will be asked to report.</i> |
| D. | Policy Committee
<i>See report on BoardBook regarding 100, 200, 300 policies. Steve will be asked to report.</i> |
| 6. | Reports |
| A. | Enrollment Report |
| B. | Finance Report |
| C. | Bert Raney Elementary Report – J. Kennedy |
| D. | YME High School Report – K. Norell |
| E. | Superintendent Report – A. Stoeckman |
| 7. | Action Items |
| A. | Approval of Bills for Payment |
| B. | Approval of EM-YME Contract
<i>Highlights of contract changes are in the Negotiations Report.</i> |
| C. | MDE School Directory of YME
<i>For building identification purposes for statewide testing and possible scheduling for middle level learners, YME would benefit by being recognized in the MDE school directory as Bert Raney Elementary School, YME Middle School, and YME High School.</i> |
| D. | Resolution Discontinuing and Reducing Educational Programs and Positions |

- E. Resolution Relating to the Termination and Nonrenewal of Probationary Teacher – J. Driggs
 - F. Resolution Relating to the Termination and Nonrenewal of Probationary Teacher – C. Pappadackis
 - G. Resolution Relating to the Termination and Nonrenewal of Probationary Teacher – K. Blackwelder
 - H. Resolution Relating to the Termination and Nonrenewal of Probationary Teacher – C. Mooney
 - I. Resolution Relating to the Proposed Placement on Unrequested Leave of Absence – D. Listul
 - J. Resolution Relating to the Proposed Placement on Unrequested Leave of Absence – V. Skjefte
8. Policy Update
- A. First Reading – 100 Series – School District
See policies on Board Book. Recommend approval of First Reading.
 - B. First Reading – 200 Series – School Board
See policies on Board Book. Recommend approval of First Reading.
 - C. First Reading – 300 Series – Administration
See policies on Board Book. Recommend approval of First Reading.
9. Personnel Items
- A. Retirement – M. Kasel
Mrs. Kasel was on a 5-year leave of absence. She now plans to retirement. Recommend approval.
 - B. Leave of Absence Request – P. Weber
Mrs. Weber has a doctor's statement for a medical leave through April 16. Recommend approval.
 - C. Paraprofessional Long Term Substitute – B. Miller
Mrs. Miller is filling Mrs. Weber's absence. Recommend approval.
 - D. FMLA Request – S. Koetter
Mr. Koetter has a doctor's statement recommending medical leave for the remainder of the 2011-12 school year. Recommend approval.
10. Discussion Items
- A. USDA Food Service Grant
Application for this federal grant to purchase food service equipment requires public notification and discussion.
 - B. 21st Century Community Learning Grant
Application for this federal grant to provide after school and summer programming for students in grades 6-12 requires public notification and discussion.
 - C. ECHO Charter School Approved Authorizer – Innovative Quality Schools (IQS)
YME extended its sponsorship for this school year.
 - D. Secondary Principal Interviews
20 applications have been received. May I proceed with interviews? Who would like to be involved?
11. Upcoming Events

- A. Prom – May 5, 2012 – Grand March – YME HS Auditorium – 6:30 pm (after drive up)
- B. School Board Meeting – May 14, 2012 – 7:00 pm

12. Adjourn

**YELLOW MEDICINE EAST ISD #2190
SCHOOL BOARD MEETING MINUTES
MONDAY, MARCH 12, 2012 – 5:30 pm
YME BOARD ROOM**

Board Members Present: Jane Hagert, Dawn Odegard, Tim Opdahl, Steve Rupp, Grant Velde, Shelly Weir, Steve Zumhofe

Community / Staff Members Present: Kathy Anderson, LeeAnn Boushek, Robin Henderson, Jodi Kennedy, Tim Knapper, Peggy Kvam, Melissa Larson, Francis Staab, Al Stoeckman, Helen Stukel, Kathy Velde

Chairman Velde called the meeting to order.

Motion by Opdahl, second by Weir and carried to approve the agenda for the meeting.

Motion by Rupp, second by Odegard and carried to approve the minutes from the February 13, 2012 Board meeting.

The opportunity for citizens to speak received no response

Helen Stukel reported on the Early Childhood Programs that are offered at Yellow Medicine East and the positives of now being located in the Bert Raney Elementary building.

Jake Suter reported on the boys basketball season. Tim Knapper shared written reports submitted by the danceline, girls basketball and wrestling coaches. He also shared information on the capital needs regarding facilities.

Robin Henderson reported on the 2012-2013 Yellow Medicine Integration Collaborative Budget.

Tim Opdahl reported on behalf of the Finance Committee and the need to make budget reductions of \$400,000.

Grant Velde reported on behalf of the Buildings & Grounds Committee with background information on the costs of the Clarkfield school building.

Steve Zumhofe reported on behalf of the Policy Committee who is reviewing policies 100 – School District, 200 – School Board, and 300 – Administration.

Enrollment and fund balance reports were submitted.

Elementary Principal Jodi Kennedy reported on activities taking place at Bert Raney.

Superintendent Stoeckman reviewed his submitted report.

Motion by Hagert, second by Rupp and carried to approve bills for payment in the amount of \$489,603.27 with checks numbered 12764 through 12933 and wire transfers in the amount of \$178,376.90 numbered 201100096-201100101.

Motion by Zumhofe, second by Weir and carried to approve the 2012-2013 school calendar, as presented.

Motion by Odegard, second by Opdahl and carried to approve the 2012-2013 Yellow Medicine Integration Collaborative budget, as presented.

Motion by Weir, second by Zumhofe and carried to approve the YME FFA Chapter trip to Puerto Rico in March 2013.

Motion by Rupp, second by Odegard and carried to authorize the membership renewal with the SW/WC Service Cooperative for the 2012-2013 school year.

Motion by Rupp, second by Odegard and carried to contract with the SW/WC Service Cooperative for Cooperative Purchasing Services for the 2012-2013 school year.

Motion by Zumhofe, second by Opdahl and carried to authorize the Quit Claim Deed and confirm legal description of land – formerly School District No. 61 in Renville County.

Motion by Opdahl, second by Hagert and carried unanimously by roll call vote to pass a resolution stating the H.A. Hagg Building in Clarkfield is no longer needed for educational purposes.

Motion by Opdahl, second by Rupp and carried unanimously by roll call vote to authorize the sale of the H.A. Hagg Building in Clarkfield to Frey Development and Management Inc. LLC for \$1.00.

Motion by Hagert, second by Opdahl and carried to approve the negotiated principal contracts for Jodi Kennedy and Karen Norell through the 2011-2012 school year.

Motion by Odegard, second by Weir and carried to approve a leave of absence request received by Cassie Suter, school nurse.

Motion by Zumhofe, second by Rupp and carried to approve Dean Baldry as JH softball coach.

Motion by Weir, second by Odegard and carried to recognize Leeann Carmany as volunteer softball coach.

Motion by Zumhofe, second by Rupp and carried to accept the resignation of Rich Jepson, C-squad girls basketball coach.

Discussion items included the administrative structure; consensus was reached to post for the High School Principal position. Other items discussed were the April Board meeting date and future meeting times.

Upcoming Events

No School – Staff Development Day – March 26, 2012

Board Work Session – March 26, 2012 – 4:30 pm

Ag in the Classroom – Clarkfield Site – April 3, 2012

No School – Spring Break – April 6 & 9, 2012

Board Meeting – April 9, 2012 – 7:00 pm

The meeting was adjourned by Chairman Velde.



Negotiations Committee Report

April 9, 2012

EMYME Contract Changes for 2011-2013.

Financial

- Steps and Lanes for both years.
- Year 1: a 1% increase to the salary matrix and a one-time \$300 stipend for teachers on the Career Step (14+).
- Year 2 the elimination of Step 1 (to increase beginning teacher salaries) the matrix becomes 13 steps with a Career Step, a Master's plus 20 semester credits lane is added, the matrix is increased by 1.5%.
- The Extra-Curricular Salary Schedule becomes percentage based tied to the Bachelor's lane. When an increase is negotiated for the salary matrix it automatically carries through to the extra-curricular schedule.

Language

- Added: adoption language, being paid for unused personal leave, and retirement notification date change from April 1 to May 1.
- Changed: retirement insurance benefit of \$200/month sunset for any teacher hired after June 30, 2012.

Teachers approved the contract by a 2/3 + majority on March 28.

Other Groups

- Minnesota School Employees Association (office, custodial, food service, paraprofessionals) negotiations scheduled for Monday, April 16 at 4:30.
- Next would be Supervisory/Confidential Group (Finance Officer, Buildings & Grounds Supervisor, Food Service Manager, Technology Coordinator, Payroll/HR, MARSS Coordinator, District Administrative Assistant).

YELLOW MEDICINE EAST – ISD 2190



FY 2013 Budget Reductions Ideas

Administration

- New secondary principal (beginning vs. experienced) \$8,000
- Superintendent reduction \$50,000

(Current superintendent looks for shared opportunities with another school district or current superintendent accepts another position and a part-time superintendent is hired as a replacement.)

Office

- Two 216 day admin assistants (Elem & Sec), reduced to 210 days \$3,200
- District Office (accounting reduced to 0.9 FTE) \$4,600
- Com ED/AD Office (assistant reduced to 0.9 FTE) \$4,000

Paraprofessionals

- Reduce 3 positions (no grade level paras at grades 4-6) \$60,000
- Reduce secondary media paraprofessional \$25,000

Non Nons

- 504 position cut to half-time \$15,000
- Am In Liaisons cut days so both are 174 days \$4,000

Non Instructional

- Clarkfield building operations \$60,000
- Supplies \$40,000
- Staff Development \$30,000
- Bussing (out of district & routes) \$8,000

Teaching/Licensed

- Business (tenured) \$75,000
- English (probationary) \$36,000
- 2 Elementary (probationary) \$83,000
- Social Studies (probationary) \$41,000
- Counselor (tenured) \$25,000

Total \$571,800

Part-time Teachers and Superintendent add backs \$160,000

Net \$411,800

Down the Road

- Reduce one school board position \$1,000
- Merge YME and MVCC \$15,000

- Retirements in 1-3 years of teachers and office staff

3 Teachers \$225,000 replacing 3 @ \$41,000 nets \$102,000

2 Office \$114,000 replacing 1 @ \$35,000 nets \$79,000

Total \$197,000

Yellow Medicine East - ISD 2190

School Board Buildings & Grounds Committee Agenda

March 21, 2012

9:00 AM

Conference Room

Grant Velde

Steve Rupp

Tim Knapper

Francis Stabb

Allen Stoeckman

1. Facilities Lawsuit
Awaiting the plaintiffs' response to the updated Stipulation of Facts submitted to the court. Should arrive in the next couple of days. The school district attorney will have one week to respond and then the judge will rule the Order of Remedy.

2. Window panels at BRE
Francis received a quote from French Glass to complete the remaining 44 window panels at BRE for a total of \$19,637. The panels need to be done to prevent moisture from coming into the building. Determination will be made of whether to proceed after the FY13 budget is finalized.

3. Clarkfield building sale & Junior High activities
Awaiting the legal description from Yellow Medicine Abstract. Spencer Kvam will send to me which in turn I will send to Frey Development. CACS will likely not lease space in the Clarkfield building, but remain in their current location. Need to negotiate space with Frey Development for Junior High activities.

4. Signage (MN PIRC recommendation)
Working with E&C Graphics for a bid to add signage to the building.

5. Acoustical panels for music rooms ***Still on hold. Need or want.***

6. Restroom upgrades, locker room supervision, larger band door
Band door complete. Locker room door and restroom upgrades to come.

7. Auction on Thursday June 7, Fitzner coming March 30 for auction bill
OK to proceed. Items in Clarkfield need to be out by June 15. Include Dodge van, copier from activities department, mills, lathes, surplus furniture, etc.

8. USDA Grant for Food Service Equipment

Val, LeeAnn, and Al met with Kevin Freisen from the USDA to begin paperwork to hopefully receive funds to purchase steam tables, a cold table, new ovens, and a walk in freezer. The grant opportunity needs to be discussed at the April Board Meeting.

9. Parking lot striping

A handout with different layouts and measurements was given to the committee. The East Lot is not laid out well and could lead to “fender benders” especially during large events held at school. Could this be done before lawn mowing begins?

10. Refinishing gym floors

Tim and Francis are in the process of gathering quotes to refinish the BRE, Auditorium, and new Gym floors. BRE and Auditorium are in most need of sanding. Still time to gather more quotes to get on the schedule to complete in the summer of 2012.

11. FY 2013 Capital Budget

Reviewed with committee the proposed budget. The USDA grant mentioned above would help free up some dollars for other needs.

12. Tim's items

ECHO Charter School would like to purchase from the Clarkfield building the east gym bleachers, scoreboards, and PA system. From the west gym they would like to purchase the curtain divider. Package deal, total asking price is \$10,000.

13. Roofing Contracts

Al presented information on maintenance contracts for the upkeep and repair of the buildings. Tremco and Schwickert will be invited to present information to the committee during the first week of April.

Kolleen/Rittenmiller building is empty which the school used for storage during the facilities project. Rock Haven Church is possibly buying the property.

Yellow Medicine East Schools

2012 Policy Review

<u>Current</u>	<u>MSBA/MASA</u>
101 Legal Status of the School District	No change
101.1 Name of the School District	No change
102 Equal Educational Opportunity	No change
103 Complaints - Students, Employees, Parents, Others	No change
104 School District Mission Statement	YME March Planning Mtg
201 Legal Status of the School Board	Six members?
202 School Board Officers	Dates regarding audit
203 Operation of the School Board	No change
203.1 School Board Procedures; Rule of Order	No change (Robert's card)
203.2 Order of the Regular School Board Meeting	No change
203.5 School Board Meeting Agenda	No change
203.6 Consent Agendas	No change
204 School Board Meeting Minutes	No change
205 Open Meetings and Closed Meetings	No change
206 Public Participation in School Board Meetings	Add, Board Action Delayed
207 Public Hearings	No change
208 Development, Adoption, and Implementation of Policies	Drop reference to Policy 415
209 Code of Ethics	New code of ethics
210 Conflict of Interest	No change
211 Criminal or Civil Action Against School District	No change
212 School Board Member Development	No change
213 School Board Committees	Emphasize "advisory"
214 Out-of-State Travel by School Board Members	No change
301 School District Administration	No change
302 Superintendent	No change
303 Superintendent Selection	No change
304 Superintendent Contract, Duties, Evaluation	No change
305 Policy Implementation (Staff & Student Handbooks)	No change
306 Administrator Code of Ethics	No change
<u>Yearly Review in Policy 208</u>	
214 Out-of-State Travel	
413 Harassment and Violence	
414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse	
506 Student Discipline	
514 Bullying Prohibition	
522 Student Sex Nondiscrimination	
524 Internet Use and Safety Policy	
<u>New</u>	
499 Employee Email Policy or is it a procedure	
503 Student Attendance	

YELLOW MEDICINE EAST ENROLLMENT UPDATE 2011-2012

	SEPTEMBER			OCTOBER			NOVEMBER			DECEMBER			JANUARY		
	BRE	HS	ENR	BRE	HS	ENR	BRE	HS	ENR	BRE	HS	ENR	BRE	HS	ENR
Kindergarten	57			56			53			53			53		
First Grade	69			69			68			65			65		
Second Grade	53			53			54			51			51		
Third Grade	56			56			55			55			56		
Fourth Grade	48			49			50			47			47		
Fifth Grade	48			47			48			48			48		
Sixth Grade	72			72			72			72			72		
	403			402			400			391			392		
Seventh Grade		61			63			62			62			62	
Eighth Grade		54			56			55			55			55	
Ninth Grade		88			89			88			87			87	
Tenth Grade		70			71			70			70			69	
Eleventh Grade		72			70			70			69			69	
Twelfth Grade		80			81			79			79			79	
		425			430			424			422			421	
K-12 TOTAL			828			832			824			813			813

	FEBRUARY			MARCH			APRIL			MAY			LAST DAY OF SCHOOL		
	BRE	HS	ENR	BRE	HS	ENR	BRE	HS	ENR	BRE	HS	ENR	BRE	HS	ENR
Kindergarten	55			54			54								
First Grade	65			65			65								
Second Grade	51			52			52								
Third Grade	56			55			55								
Fourth Grade	47			45			45								
Fifth Grade	48			49			49								
Sixth Grade	72			69			69								
	394			389			389			0			0		
Seventh Grade		64			64			64							
Eighth Grade		55			55			55							
Ninth Grade		88			91			88							
Tenth Grade		69			70			70							
Eleventh Grade		68			68			67							
Twelfth Grade		82			80			80							
		426			428			424		0			0		
K-12 TOTAL			820			817		813		0			0		0

**Yellow Medicine East #2190
Board Report
Apr-12**

2011-12	Original	Year to Date	Budget Balance	Percent	2010-11
By Fund	2011-12	Expenditures		Expended	YTD Expended
					On Original Budget
General	9,142,494	6,515,662	2,626,832	71.27%	72.32%
Food Service	375,215	284,167	91,048	75.73%	61.10%
Community Service	326,926	203,184	123,742	62.15%	61.88%
Debt Redemption	75,145	75,076	69	99.91%	99.91%
Debt Red. (Constr. Bonds)	1,083,420	1,082,420	1,000	99.91%	100.00%
OPEB Trust	111,600	105,554	6,046	94.58%	125.94%
OPEB Debt Service	189,745	189,195	550	99.71%	99.92%
Sub-total	11,304,545	8,455,257	2,849,288	74.80%	
Building Project (Fund 06)	1,565,435	1,565,435	0		8,848,707
Total	12,869,980	10,020,692	2,849,288		Bldg Expense Includes FY10 & FY11

Year to date amounts include current month's accounts payables plus previous month's payroll.

Building Project Budget to equal amount expended (per Board budget approval June 2011)

Building Project expended to date: \$10,414,142

Salaries % expended to date (approximately)

Contracted July-June	Supt/Finance/Maint/Comm Ed	75.00%
Contracted August-July	Principals	67.00%
Contracted Sept-August	Teachers/Fd Svc Supv/Nurses	58.33%
12 Month Non-certified	Secretaries	75.00%
12 Month Non-certified	Custodians	70.00%
9 Month Non-certified	Assistants/Cooks	69.00%

Liquid Asset Fund/Citizen's Alliance Money Market (Investments)

3/31/2012

Month End Cash Invested	\$1,725,983.96	General Closing Market Value
Construction Account (QZABS 8.26 Mil)	\$220,044.85	Facilities Project
Capital/Energy Bonds (QZABS 2.485 Mil)	\$19,129.36	Facilities Project

Electronic Fund Transfers/LAF Checks

			From	To
3/7/2012	\$ 1,266.77	Xcel Energy	F&M	Xcel
3/12/2012	\$ 64.50	RevTrak Fees	LAF	Revtrak
3/14/2012	\$ 200,000.00	Board Accounts Payable	LAF	GF Bank
3/21/2012	\$ 3,000.00	Payroll (F&M Bank)	LAF	F&M Bank
3/22/2012	\$ 264,302.45	Payroll (GF Bank direct deposits)	LAF	GF Bank
3/26/2012	\$ 60,000.00	Board Accounts Payable (Payroll Bills)	LAF	GF Bank
	\$ -	Alt. Facilities Transfer (Money Mkt Acct)	Citizens	LAF
	\$ -	Energy/Capital Transfer (Money Mkt Acct)	Citizens	LAF

Trust Fund (PERA) OPEB \$1,695,927.33 Ending 3/31/2012

Elementary Report
YME Board Meeting
April, 9, 2012

State Testing

- We will administer round 2 of MCA Online Mathematics tests for only students in grades 3-5 who did not pass in round 1.
- Our last window for MCA Online Mathematics tests will be May 7-14 in which all students in grades 3-5 will take the test.

Add-Vantage Math Recovery (AVMR) Training

- We will be using Title I AYP set-aside money to train 4-8 staff members in Course I (addition-subtraction) during June 11-14
- We may be using remaining Title I AYP set-aside to train 2-4 staff members in Course 2 (multiplication-division) during late June or July

Monthly Grade-Level Meetings

- Grades 2-5 will be working with Karen Jacobson from MRVED to align new Common Core Language Arts standards and create writing pacing guides
- Grade K-1 will be meeting with Dawn Dibley (AVMR trainer) to integrate and align AVMR assessments and interventions with current Houghton series and grade level standards

Read Well By 3rd Grade Literacy Plan

- Several Bert Raney staff will be attending a workshop at MRVED on April 13th to build the Read Well by 3rd Grade District Literacy plan that is due posted on our district website by June 1.

Minnesota Reading Corps

- We have posted our opening for MRC and are awaiting candidates application through the MRC website. We have a couple of community members who have expressed interest, but none have applied. If we do not have a candidate secured by June 1, we do run the risk of losing the position for the 2012-13 year as the MRC over-allocated grants figuring some districts would not be able to fill their positions.

Parent-Teacher Conferences

- Our spring Parent-Teacher Conferences were held on March 29th and April 3rd. Our percentage of attendance fluctuated between 81-95% per classroom. Several phone conferences were conducted as well as re-scheduling meeting with families who did not originally attend. National Honor Society students provided daycare for families on both evenings. We also hosted a family reading event in our gymnasium with community member guest readers and staff readers sharing stories for families.

Yellow Medicine East - ISD 2190

Superintendent Report

April 9, 2012

- Our school district attorney has responded to the plaintiffs' "remedy" brief which cited no legal precedence only a "litany of consequences". The position of our attorney on behalf of the school district is that the school district followed Minnesota statute and only proceeded when the project was approved by the Minnesota Department of Education. We now await the judge's ruling for a remedy.
- We continue to explore the option of an electronic curriculum for secondary English, Social Studies, and Math. Along with the curriculum we are investigating the proper technology or "tool" to use with the curriculum being either the iPad tablet or a new laptop called the Chromebook which has a full keyboard. I'm not a proponent of buying only one type of technology. Each technology tool has its advantages and disadvantages. I believe we need to "buy the right tool for the job" which allows us for flexibility in the ever changing world of technology.
- On May 1st I'm planning to attend the Minnesota STEM Annual Meeting. STEM stands for Science, Technology, Engineering and Math. I'm excited about the interest and addition of Lego League and Robotics at YME. With our proximity to Minnesota West and the engineering business in our community I believe this could become an area YME could "showcase".

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
12952	ADVOCATE TRIBUNE	04/09/2012	1	sub.- dist. off.	0	53.00	434.43
01 E 005 020 000 000 401				SUPERINTENDENT'S OFFICE//GENERAL SUPPLIES/		53.00	
			10		0	157.40	
01 E 005 010 000 000 380				BOARD OF EDUCATION//PRINTING/ADVERTISING/		157.40	
			2	WINDOW ENVELOPES	0	154.03	
01 E 005 020 000 000 401				SUPERINTENDENT'S OFFICE//GENERAL SUPPLIES/		154.03	
			3	BB PROGRAMS	0	70.00	
01 E 300 298 000 000 899				EXTRACURRICULAR ACTIVITIES//MISCELLANEOUS EXPENSE/		70.00	
12953	AMAZON.COM CREDIT	04/09/2012	058212694566		0	22.43	68.01
01 E 100 620 000 000 401				EDUCATIONAL MEDIA/LIBRARY//GENERAL SUPPLIES/		22.43	
			113218075829		154	30.25	
01 E 100 620 000 000 401				EDUCATIONAL MEDIA/LIBRARY//GENERAL SUPPLIES/		30.25	
			184118237343		0	15.33	
01 E 100 620 000 000 401				EDUCATIONAL MEDIA/LIBRARY//GENERAL SUPPLIES/		15.33	
12954	AMERICAN WELDING AND GAS	04/09/2012	1		0	373.12	766.70
01 E 300 301 501 830 433				AG EDUCATION (VOCATIONAL)/VOCATIONAL PROGRAMS/INDIVIDUA		373.12	
			1444738		0	393.58	
01 E 300 301 501 830 433				AG EDUCATION (VOCATIONAL)/VOCATIONAL PROGRAMS/INDIVIDUA		393.58	
12955	APPLE COMPUTER, INC.	04/09/2012	9987854566	I-PADS	0	7,581.00	8,696.00
01 E 005 211 731 315 530				SECONDARY EDUCATION GENERAL/INTEGRATION/EQUIPMENT PURCH		7,581.00	
			9988544545	IPAD	0	516.00	
01 E 005 505 000 302 555				COMMUNITY EDUCATION GENERAL/CAPITAL OUTLAY/TECHNOLOGY E		516.00	
			9988544545.	I-PAD	0	13.00	
04 E 500 505 000 321 401				COMMUNITY EDUCATION GENERAL/COMMUNITY EDUCATION/GENERAL		13.00	
			9988544592	IPADS	0	50.00	
01 E 300 298 000 000 899				EXTRACURRICULAR ACTIVITIES//MISCELLANEOUS EXPENSE/		50.00	
			9988544592--	I-PAD	0	37.00	
04 E 500 505 000 321 401				COMMUNITY EDUCATION GENERAL/COMMUNITY EDUCATION/GENERAL		37.00	
			9989881312	IPAD	0	499.00	
01 E 100 050 000 302 555				PRINCIPAL'S OFFICE/CAPITAL OUTLAY/TECHNOLOGY EQUIPMENT/		499.00	
12956	ATS PROJECT SUCCESS	04/09/2012	SES-1112-1	SES	0	496.28	496.28
01 E 100 216 640 401 303				TITLE I - PART A/TITLE I/FED SUB AWARD UNDER \$25,000/ST		496.28	
12957	BARNES & NOBLE COLLEGE BOOKSEL	04/09/2012	123724		0	300.00	300.00
01 E 300 200 000 000 433				POST SECONDARY OPTIONS ENROLL//INDIVIDUAL INST SUPPLIES		300.00	
12958	DAVE BARTELS	04/09/2012	1	PARKING AT	0	71.00	71.00
01 E 300 298 194 000 401				ROBOTICS COMP.		71.00	
				EXTRACURRICULAR ACTIVITIES//GENERAL SUPPLIES/ROBOTICS (71.00	
12959	ROBBIN R BENDEL	04/09/2012	1		0	21.60	21.60
04 E 500 590 000 321 366				OTHER COMMUNITY SERVICES/COMMUNITY EDUCATION/TRAVEL-SCH		21.60	
12960	Vendor Continued Void	04/09/2012					0.00
12961	Vendor Continued Void	04/09/2012					0.00
12962	Vendor Continued Void	04/09/2012					0.00
12963	BENNETT & BENNETT INC.	04/09/2012	1	REGULAR ROUTES	0	56,154.94	77,719.03
01 E 005 760 000 720 361				PUPIL TRANSPORTATION/REGULAR TO AND FROM SCHOOL/BUS CON		56,154.94	
			10	AFTER SCHOOL	0	437.76	
01 E 005 203 733 315 360				PROGRAM		437.76	
			2	FUEL	0	4,162.30	
01 E 005 760 000 720 361				PUPIL TRANSPORTATION/REGULAR TO AND FROM SCHOOL/BUS CON		4,162.30	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
01 E 300 218 000 733 361			21	TAG GIFTED & TALENTED/TRANSPORTATION/NON-AUTHORIZED/BUS CON	0	213.77 213.77	
01 E 300 298 236 733 361			22	SPEECH EXTRACURRICULAR ACTIVITIES/TRANSPORTATION/NON-AUTHORIZE	0	572.36 572.36	
01 E 300 296 228 733 361			23	DANCELINE GIRLS ATHLETICS/TRANSPORTATION/NON-AUTHORIZED/BUS CONTR	0	961.48 961.48	
01 E 300 294 213 733 361			24	BBB BOYS ATHLETICS/TRANSPORTATION/NON-AUTHORIZED/BUS CONTR.	0	606.13 606.13	
01 E 300 296 213 733 361			25	GBB GIRLS ATHLETICS/TRANSPORTATION/NON-AUTHORIZED/BUS CONTR	0	265.59 265.59	
01 E 300 294 221 733 361			27	WRESTLING BOYS ATHLETICS/TRANSPORTATION/NON-AUTHORIZED/BUS CONTR.	0	487.53 487.53	
01 E 005 760 000 723 361			28	TRANSITION PUPIL TRANSPORTATION/HANDICAPPED/BUS CONTR. (XWKD TO 36	0	61.66 61.66	
01 E 300 211 000 733 361			29	CHILD DEV. SECONDARY EDUCATION GENERAL/TRANSPORTATION/NON-AUTHORIZ	0	102.68 102.68	
01 E 005 760 000 720 361			3	CLKFD. SHUTTLE PUPIL TRANSPORTATION/REGULAR TO AND FROM SCHOOL/BUS CON	0	1,212.96 1,212.96	
01 E 005 211 735 315 360			3/21	SMSU SECONDARY EDUCATION GENERAL/INTEGRATION/CONTRACTORS (NO	0	308.76 308.76	
01 E 005 211 731 315 360			3/23	SECONDARY EDUCATION GENERAL/INTEGRATION/CONTRACTORS (NO	0	185.71 185.71	
01 E 005 211 731 315 360			3/23-	PARK THEATRE SECONDARY EDUCATION GENERAL/INTEGRATION/CONTRACTORS (NO	0	871.24 871.24	
01 E 300 298 233 733 361			30	PEP BAND EXTRACURRICULAR ACTIVITIES/TRANSPORTATION/NON-AUTHORIZE	0	171.29 171.29	
01 E 005 760 000 713 361			4	OUT OF DISTRICT PUPIL TRANSPORTATION/OPEN ENROLLMENT/BUS CONTR. (XWKD T	0	3,554.52 3,554.52	
01 E 300 211 000 733 361			40	UPPER SIOUX SECONDARY EDUCATION GENERAL/TRANSPORTATION/NON-AUTHORIZ	0	47.38 47.38	
01 E 005 760 000 717 361			5	ATHLETIC SHUTTLE PUPIL TRANSPORTATION/LATE ACTIVITY BUS/BUS CONTR. (XWKD	0	68.40 68.40	
01 E 005 760 000 723 361			6	SPECIAL NEEDS PUPIL TRANSPORTATION/HANDICAPPED/BUS CONTR. (XWKD TO 36	0	3,583.21 3,583.21	
01 E 005 760 000 723 361			7	PRAIRIELAND SHUTTLE PUPIL TRANSPORTATION/HANDICAPPED/BUS CONTR. (XWKD TO 36	0	850.00 850.00	
01 E 300 258 233 000 370			8	BAND RENT MUSIC//RENTALS AND LEASES/INSTRUMENTAL MUSIC	0	30.00 30.00	
01 E 005 760 000 728 361			9	BELVIEW RUNS PUPIL TRANSPORTATION/TO BOARD AND LODGING FACILITY/BUS	0	2,809.36 2,809.36	
12964 BENSON PUBLIC SCHOOLS ISD #777		04/09/2012	1	STUDENT TRANSPORTATION	0	17.00	17.00
01 L 230 33				GENERAL FUND/DEFERRED REVENUE/BERT RANEY ACTIVITY ACCOU		17.00	
12965 BILL'S ELECTRIC		04/09/2012	5155	SHOP OPERATIONS AND MAINTENANCE//REPAIRS AND MAINTENANCE SVC	0	547.13 547.13	622.13
01 E 005 810 191 000 350			5155*	DISHWASHER FOOD SERVICES/SCHOOL LUNCH/REPAIRS AND MAINTENANCE SVCS	0	75.00 75.00	
02 E 005 770 000 701 350							

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
12966	BLICK ART MATERIALS	04/09/2012	615279		0	46.12	46.12
01 E 100 212 000 000 430				ART//SUPPLIES/		46.12	
12967	BUSINESS FORMS	04/09/2012	45790	PR CHECKS	0	134.19	134.19
01 E 005 110 000 000 401				9401-9650 ACCOUNTING OFFICE//GENERAL SUPPLIES/		134.19	
12968	CARL'S BAKERY	04/09/2012	1		0	66.12	66.12
01 E 005 203 734 315 305				ELEMENTARY GENERAL ED./INTEGRATION/PROFESSIONAL FEES/IN		66.12	
12969	CARLSON AND STEWART REFRIG.	04/09/2012	11820		0	373.50	373.50
02 E 005 770 000 701 350				FOOD SERVICES/SCHOOL LUNCH/REPAIRS AND MAINTENANCE SVCS		373.50	
12970	CASEY'S	04/09/2012	1		0	94.72	94.72
01 E 005 203 733 315 305				ELEMENTARY GENERAL ED./INTEGRATION/PROFESSIONAL FEES/IN		94.72	
12971	CENEX CREDIT CARD	04/09/2012	DR. ED	DR. ED JULY-MARCH	0	740.69	740.69
01 E 005 810 193 000 442				OPERATIONS AND MAINTENANCE//GAS & OIL/CAR EXPENSES		740.69	
12972	CHIPPEWA COUNTY	04/09/2012	1	FIRST 1/2	0	73.00	73.00
01 E 005 850 000 000 896				PROPERTY TAXES FACILITIES//TAXES/		73.00	
12973	CITY OF CLARKFIELD	04/09/2012	1	12-15-11 TO	0	564.35	564.35
01 E 025 810 183 000 330				4-1-12 OPERATIONS AND MAINTENANCE//UTILITY SERVICES/SEWER-WATE		564.35	
12974	Vendor Continued Void	04/09/2012					0.00
12975	CITY OF GRANITE FALLS	04/09/2012	1	BR WATER/SEWER	0	717.04	14,376.53
01 E 005 810 183 000 330				OPERATIONS AND MAINTENANCE//UTILITY SERVICES/SEWER-WATE		717.04	
			10	TRANSPORTATION	0	286.00	
				FOR EXCEL AFTERSCHOOL PROGRAM			
01 E 005 203 733 315 360				ELEMENTARY GENERAL ED./INTEGRATION/CONTRACTORS (NON-BEN		286.00	
			2	BR ELECTRICITY	0	3,267.30	
01 E 005 810 184 000 330				OPERATIONS AND MAINTENANCE//UTILITY SERVICES/ELECTRICIT		3,267.30	
			3	HS WATER/SEWER	0	1,619.47	
01 E 005 810 183 000 330				OPERATIONS AND MAINTENANCE//UTILITY SERVICES/SEWER-WATE		1,619.47	
			4	HS ELECTRICITY	0	8,361.78	
01 E 005 810 184 000 330				OPERATIONS AND MAINTENANCE//UTILITY SERVICES/ELECTRICIT		8,361.78	
			5	TRACK	0	24.00	
01 E 005 810 184 000 330				OPERATIONS AND MAINTENANCE//UTILITY SERVICES/ELECTRICIT		24.00	
			6	CARPENTRY	0	22.38	
01 E 300 361 000 000 330				CARPENTRY//UTILITY SERVICES/		22.38	
			8	OUTSIDE	0	78.56	
01 E 005 810 191 000 330				MAINTENANCE OPERATIONS AND MAINTENANCE//UTILITY SERVICES/OUTSIDE MA		78.56	
12976	CONSUMERS COOPERATIVE OIL CO.	04/09/2012	1		0	113.13	113.13
01 E 005 810 193 000 442				OPERATIONS AND MAINTENANCE//GAS & OIL/CAR EXPENSES		113.13	
12977	COUNTRYSIDE PUBLIC HEALTH	04/09/2012	1	VISION-HEARING	0	325.00	325.00
01 E 200 720 000 000 311				SCREENING HEALTH SERVICES/NURSE//PROFESSIONAL/TECHNICAL SVCS/		325.00	
12978	CHAR DAHL	04/09/2012	1	SMSU MEAL	0	7.37	7.37
01 E 005 790 000 315 899				OTHER PUPIL SUPPORT SERVICES/INTEGRATION/MISCELLANEOUS		7.37	
12979	DAVE'S ELECTRIC MOTOR CO.	04/09/2012	1		0	112.30	131.29
02 E 005 770 000 701 490				FOOD SERVICES/SCHOOL LUNCH/FOOD/		112.30	
			2	TRAILER	0	18.99	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
01 E 005 810 000 000 899				OPERATIONS AND MAINTENANCE//MISCELLANEOUS EXPENSE/		18.99	
12980	DAWSON-BOYD SCHOOL #378	04/09/2012	1	PROJECT RESPECT-INTEGRATIO N	0	300.00	300.00
01 E 005 203 734 315 305				ELEMENTARY GENERAL ED./INTEGRATION/PROFESSIONAL FEES/IN		300.00	
12981	DEAN FOODS NORTH CENTRAL, INC.	04/09/2012	1		0	2,246.45	3,416.69
02 E 005 770 000 701 490				FOOD SERVICES/SCHOOL LUNCH/FOOD/		2,246.45	
02 E 005 770 000 705 490			2	FOOD SERVICES/BREAKFAST/FOOD/	0	1,170.24	1,170.24
12982	DOUG'S SERVICE & MARINE INC.	04/09/2012	18165	TORO REPAIR	0	1,915.17	1,915.17
01 E 005 810 191 000 350				OPERATIONS AND MAINTENANCE//REPAIRS AND MAINTENANCE SVC		1,915.17	
12983	DYRDAHL LUMBER & CONSTRUCTION	04/09/2012	March	house	0	4,199.24	4,199.24
01 E 300 361 000 000 433				CARPENTRY//INDIVIDUAL INST SUPPLIES/		4,199.24	
12984	EAP CONSULTANTS	04/09/2012	APRIL	MONTHLY SERV. FEE	0	210.60	210.60
01 L 230 92				GENERAL FUND/DEFERRED REVENUE/WELLNESS \$		210.60	
12985	Vendor Continued Void	04/09/2012					0.00
12986	ECONOMART	04/09/2012	1		0	720.90	1,656.03
01 E 300 331 000 830 433				VOCATIONAL HOME EC/VOCATIONAL PROGRAMS/INDIVIDUAL INST		720.90	
02 E 005 770 000 701 490			10	FOOD SERVICES/SCHOOL LUNCH/FOOD/	0	38.96	38.96
01 E 005 203 733 315 305			11	ELEMENTARY GENERAL ED./INTEGRATION/PROFESSIONAL FEES/IN	0	26.81	26.81
01 E 005 640 000 308 401			12	STAFF DEVELOPMENT/STAFF DEV. 25% DIST. WIDE/GENERAL SUP	0	45.36	45.36
01 E 100 203 372 000 899			2	ELEMENTARY GENERAL ED./MISCELLANEOUS EXPENSE/SNACKS-2N	0	226.45	226.45
01 E 100 203 362 000 899			3	ELEMENTARY GENERAL ED./MISCELLANEOUS EXPENSE/ELEM SNAC	0	471.57	471.57
01 L 230 21			4	GENERAL FUND/DEFERRED REVENUE/CONCESSIONS	0	74.56	74.56
04 E 500 580 000 325 430			5	EARLY CHILDHOOD AND FAM ED/EARLY CHILDHOOD AND FAMILY E	0	51.42	51.42
12987	FARM & HOME PUBLISHERS, LTD	04/09/2012	YM	YELLOW MEDICINE	0	40.30	40.30
01 E 005 020 000 000 401				SUPERINTENDENT'S OFFICE//GENERAL SUPPLIES/		40.30	
12988	FARMERS UNION OIL CO.	04/09/2012	1		0	181.33	181.33
01 E 005 810 193 000 442				OPERATIONS AND MAINTENANCE//GAS & OIL/CAR EXPENSES		181.33	
12989	FELLOWSHIP OF CHRISTIAN ATHLET	04/09/2012	1	CONCESSION PROFITS	0	300.00	300.00
01 L 230 21				GENERAL FUND/DEFERRED REVENUE/CONCESSIONS		300.00	
12990	FREY SCIENTIFIC COMPANY	04/09/2012	202500856435		0	148.37	148.37
01 E 300 260 000 000 430				NATURAL SCIENCES//SUPPLIES/		148.37	
12991	FRONTIER TELEPHONE	04/09/2012	1		0	177.43	177.43
01 E 025 810 000 000 320				OPERATIONS AND MAINTENANCE//COMMUNICATIONAL SERVICES/		177.43	
12992	GOOGLE, INC.	04/09/2012	1301001	ARCHIVING & DISCOVERY	0	1,870.00	1,883.36
01 E 200 612 199 000 401				TECHNOLOGY//GENERAL SUPPLIES/KAREN MCCOY		1,870.00	
01 E 200 612 199 000 401			1301001-	USERS	0	13.36	13.36
01 E 200 612 199 000 401				TECHNOLOGY//GENERAL SUPPLIES/KAREN MCCOY		13.36	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
12993	GRANITE FALLS BOWL	04/09/2012	1	BOWLING	0	70.00	70.00
01 E 005 203 733 315 305				ELEMENTARY GENERAL ED./INTEGRATION/PROFESSIONAL FEES/IN		70.00	
12994	GRANITE FALLS AUTO PARTS	04/09/2012	1		0	33.23	84.17
01 E 005 810 000 000 410				OPERATIONS AND MAINTENANCE//CUST/REPAIR SUPPLIES/		33.23	
			2		0	7.98	
01 E 005 810 191 000 410				OPERATIONS AND MAINTENANCE//CUST/REPAIR SUPPLIES/OUTSID		7.98	
			3	WOOD SHOP	0	42.96	
01 E 300 255 000 000 430				INDUSTRIAL EDUCATION//SUPPLIES/		42.96	
12995	GRANITE FALLS HOSPITAL	04/09/2012	3-28-12	HEALTH SCREENINGS	0	2,595.00	2,595.00
01 L 230 92				GENERAL FUND/DEFERRED REVENUE/WELLNESS \$		2,595.00	
12996	GREAT PLAINS NATURAL GAS CO	04/09/2012	1	CLKFD	0	2,113.26	4,682.60
01 E 025 810 000 000 440				OPERATIONS AND MAINTENANCE//FUEL FOR BUILDINGS/		2,113.26	
			10	BR	0	62.83	
01 E 005 810 000 000 440				OPERATIONS AND MAINTENANCE//FUEL FOR BUILDINGS/		62.83	
			12	BERT RANEY	0	651.64	
01 E 005 810 000 000 440				OPERATIONS AND MAINTENANCE//FUEL FOR BUILDINGS/		651.64	
			2	HS	0	263.29	
01 E 005 810 000 000 440				OPERATIONS AND MAINTENANCE//FUEL FOR BUILDINGS/		263.29	
			22	HS	0	1,545.12	
01 E 005 810 000 000 440				OPERATIONS AND MAINTENANCE//FUEL FOR BUILDINGS/		1,545.12	
			3	MAINT.	0	46.46	
01 E 005 810 191 000 440				OPERATIONS AND MAINTENANCE//FUEL FOR BUILDINGS/OUTSIDE		46.46	
12997	HANSEN SHARPENING SERVICE	04/09/2012	408		0	15.00	15.00
01 E 300 361 000 000 433				CARPENTRY//INDIVIDUAL INST SUPPLIES/		15.00	
12998	HEINEMANN PUBLISHING	04/09/2012	3927160		0	-20.00	69.00
01 E 100 203 406 000 430				ELEMENTARY GENERAL ED.//SUPPLIES/6TH GRADE		-20.00	
			6021411		0	29.00	
01 E 100 640 000 306 401				STAFF DEVELOPMENT/STAFF DEV. 50% SITE/GENERAL SUPPLIES/		29.00	
			6021612		0	60.00	
01 E 100 640 000 306 401				STAFF DEVELOPMENT/STAFF DEV. 50% SITE/GENERAL SUPPLIES/		60.00	
12999	HENDERSON, ROBIN	04/09/2012	1	SMSU	0	7.37	7.37
01 E 005 790 000 315 899				MEAL-INTEGRATION OTHER PUPIL SUPPORT SERVICES/INTEGRATION/MISCELLANEOUS		7.37	
13000	HILLYARD/HUTCHINSON	04/09/2012	600148559		0	167.93	277.93
02 E 005 770 000 701 401				FOOD SERVICES/SCHOOL LUNCH/GENERAL SUPPLIES/		167.93	
			600157863		0	110.00	
01 E 005 810 000 000 410				OPERATIONS AND MAINTENANCE//CUST/REPAIR SUPPLIES/		110.00	
13001	IKON OFFICE SOLUTIONS	04/09/2012	86692232	4-16-12 TO 7-15-12 COPIERS	0	902.40	2,530.71
01 E 005 020 000 000 350				SUPERINTENDENT'S OFFICE//REPAIRS AND MAINTENANCE SVCS/		902.40	
			86692232--		0	1,015.20	
01 E 300 211 000 000 350				SECONDARY EDUCATION GENERAL//REPAIRS AND MAINTENANCE SV		1,015.20	
			86692232---	"	0	613.11	
01 E 300 620 000 000 350				EDUCATIONAL MEDIA/LIBRARY//REPAIRS AND MAINTENANCE SVCS		613.11	
13002	IKON OFFICE SOLUTIONS	04/09/2012	1033698738		0	500.00	988.02
01 E 300 211 000 000 430				SECONDARY EDUCATION GENERAL//SUPPLIES/		500.00	
			1033698739		0	300.00	
01 E 300 211 000 000 430				SECONDARY EDUCATION GENERAL//SUPPLIES/		300.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
01 E 300 211 000 000 350			5022176614	SECONDARY EDUCATION GENERAL//REPAIRS AND MAINTENANCE SV	0	188.02	188.02
13003 IMAGESTUFF.COM		04/09/2012	99729	ELEMENTARY GENERAL ED.//MISCELLANEOUS EXPENSE/	0	49.21	49.21
01 E 100 203 000 000 899						49.21	
13004 INNOVATIVE OFFICE SOLUTIONS		04/09/2012	13589	ENGLISH//SUPPLIES/	0	91.13	486.15
01 E 300 220 000 000 430						91.13	
01 E 300 260 000 000 430			8583	NATURAL SCIENCES//SUPPLIES/	160	395.02	395.02
13005 ISCORP		04/09/2012	1	skyward finance	0	195.50	195.50
01 E 005 110 000 000 350				ACCOUNTING OFFICE//REPAIRS AND MAINTENANCE SVCS/		195.50	
13006 JIMMY'S PIZZA		04/09/2012	1	WORK SESSION	0	124.85	124.85
01 E 005 010 000 000 899				BOARD OF EDUCATION//MISCELLANEOUS EXPENSE/		124.85	
13007 JODI L KENNEDY		04/09/2012	1	pbis training(8 staff)	0	72.22	72.22
01 E 100 640 000 307 367				STAFF DEVELOPMENT/STAFF DEV. 25% EX. SITE/TRAVEL-PROFES		72.22	
13008 KILOWATT COMMUNITY CENTER		04/09/2012	1	PHY ED CLASS	0	45.00	2,240.00
01 E 300 298 000 000 370				EXTRACURRICULAR ACTIVITIES//RENTALS AND LEASES/		45.00	
01 E 300 298 000 000 370			2	TAE KWON DO	0	395.00	395.00
01 E 300 298 000 000 370				EXTRACURRICULAR ACTIVITIES//RENTALS AND LEASES/		395.00	
04 E 500 583 000 354 305			3	PRE SCHOOL SCREENING	0	200.00	200.00
04 E 500 583 000 354 305				PRE-SCHOOL SCREENING/EARLY CHILDHOOD SCREENING/PROFESSI		200.00	
01 E 300 298 000 000 370			4	BBB	0	1,600.00	1,600.00
01 E 300 298 000 000 370				EXTRACURRICULAR ACTIVITIES//RENTALS AND LEASES/		1,600.00	
13009 KOEPKE, SHEILA		04/09/2012	1	integration=SMSU MEAL	0	7.37	7.37
01 E 005 790 000 315 899				OTHER PUPIL SUPPORT SERVICES/INTEGRATION/MISCELLANEOUS		7.37	
13010 SHEILA LAVOIE		04/09/2012	MARCH 2012	MARCH 2012	0	1,127.64	1,127.64
01 E 005 760 000 728 361				PUPIL TRANSPORTATION/TO BOARD AND LODGING FACILITY/BUS		1,127.64	
13011 LIFELINE AED INC.		04/09/2012	LL-4166	GENERAL FUND/DEFERRED REVENUE/WELLNESS \$	0	745.87	745.87
01 L 230 92						745.87	
13012 LONGSTRETH SPORTING GOODS		04/09/2012	878967A	SHIPPING	0	17.95	17.95
01 E 300 296 210 000 401				GIRLS ATHLETICS//GENERAL SUPPLIES/SOFTBALL		17.95	
13013 MARC'S TAPING & TEXTURING		04/09/2012	1	HOUSE	0	3,400.00	3,400.00
01 E 300 361 000 000 433				CARPENTRY//INDIVIDUAL INST SUPPLIES/		3,400.00	
13014 MARCO INC		04/09/2012	INV954669	TONER	0	78.19	78.19
04 E 500 590 156 321 401				OTHER COMMUNITY SERVICES/COMMUNITY EDUCATION/GENERAL SU		78.19	
13015 ERIC MARTILLA		04/09/2012	1	SHOES	0	59.99	59.99
01 E 005 810 126 000 401				OPERATIONS AND MAINTENANCE//GENERAL SUPPLIES/CUSTODIAL		59.99	
13016 MAXWELL MEDALS & AWARDS		04/09/2012	3082533	GIRLS ATHLETICS//GENERAL SUPPLIES/BASKETBALL	0	35.00	90.00
01 E 300 296 213 000 401						35.00	
01 E 300 296 213 000 899			3082533-	GIRLS ATHLETICS//MISCELLANEOUS EXPENSE/BASKETBALL	0	55.00	55.00
01 E 300 296 213 000 899						55.00	
13017 LONDGREN, KAREN		04/09/2012	1	TECHNOLOGY//TRAVEL-SCHOOL BUSINESS/KAREN MCCOY	0	140.60	140.60
01 E 200 612 199 000 366						140.60	
13018 MITLYING ELECTRIC		04/09/2012	50878	ice machine repair	0	688.84	688.84
01 E 300 292 000 000 899				BOYS/GIRLS ATHLETICS//MISCELLANEOUS EXPENSE/		688.84	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
13019	MINNESOTA ELEVATOR, INC.	04/09/2012	237926	INSPECTION	0	318.60	638.44
01 E 005 860 000 347 590				HEALTH & SAFETY EQUIP/PHYSICAL HAZARD CONTROL/OTHER CAP		318.60	
			239872	INSPECTION	0	319.84	
01 E 005 860 000 347 590				HEALTH & SAFETY EQUIP/PHYSICAL HAZARD CONTROL/OTHER CAP		319.84	
13020	MN FEED DISTRIBUTORS	04/09/2012	183701	ice away	0	176.00	176.00
01 E 005 810 191 000 410				OPERATIONS AND MAINTENANCE//CUST/REPAIR SUPPLIES/OUTSID		176.00	
13021	MN RIVER VALLEY EDUCATION DIST	04/09/2012	1		0	6,776.81	11,738.69
01 E 005 105 129 310 391				ADMINISTRATIVE SUPPORT/COOPERATIVE/MN SCH DIST - REIMBU		6,776.81	
			2	PROF. DEV.	0	171.88	
01 E 005 105 129 310 391				ADMINISTRATIVE SUPPORT/COOPERATIVE/MN SCH DIST - REIMBU		171.88	
			3	COMM ED	0	125.00	
01 E 005 105 129 310 391				ADMINISTRATIVE SUPPORT/COOPERATIVE/MN SCH DIST - REIMBU		125.00	
			4	ALC MAINT.	0	3,408.75	
01 E 610 211 129 310 370				SECONDARY EDUCATION GENERAL/COOPERATIVE/RENTALS AND LEA		3,408.75	
			5	BOARD	0	6.25	
01 E 005 105 129 310 391				ADMINISTRATIVE SUPPORT/COOPERATIVE/MN SCH DIST - REIMBU		6.25	
			6	TECHNOLOGY	0	1,250.00	
01 E 005 612 129 310 391				TECHNOLOGY/COOPERATIVE/MN SCH DIST - REIMBURSEMENT/MONT		1,250.00	
13022	MONTE FIRESTONE	04/09/2012	1	TRACTOR	0	132.55	132.55
01 E 005 810 191 000 410				OPERATIONS AND MAINTENANCE//CUST/REPAIR SUPPLIES/OUTSID		132.55	
13023	MPRC	04/09/2012	C039525	AS	0	15.00	30.00
01 E 005 640 000 308 366				STAFF DEVELOPMENT/STAFF DEV. 25% DIST. WIDE/TRAVEL-SCHO		15.00	
			C039526	JK	0	15.00	
01 E 100 640 000 307 367				STAFF DEVELOPMENT/STAFF DEV. 25% EX. SITE/TRAVEL-PROFES		15.00	
13024	MUSIC MART	04/09/2012	1		0	76.00	76.00
01 E 300 258 233 000 430				MUSIC//SUPPLIES/INSTRUMENTAL MUSIC		76.00	
13025	MUSIC STREET	04/09/2012	9087		0	10.00	292.40
01 E 300 258 233 000 350				MUSIC//REPAIRS AND MAINTENANCE SVCS/INSTRUMENTAL MUSIC		10.00	
			9347		145	246.40	
01 E 300 258 233 000 350				MUSIC//REPAIRS AND MAINTENANCE SVCS/INSTRUMENTAL MUSIC		246.40	
			9918		166	36.00	
01 E 300 258 233 000 350				MUSIC//REPAIRS AND MAINTENANCE SVCS/INSTRUMENTAL MUSIC		36.00	
13026	MVCC	04/09/2012	1		0	124,000.00	124,000.00
01 E 200 420 000 740 396				SPECIAL EDUCATIONAL GENERAL/STATE FUNDED SPECIAL ED/DUE		124,000.00	
13027	MVTV	04/09/2012	1	MAINT. INTERNET	0	47.95	47.95
01 E 200 612 199 000 305				TECHNOLOGY//PROFESSIONAL FEES/KAREN MCCOY		47.95	
13028	NASCO	04/09/2012	60-9975		0	186.50	186.50
01 E 300 331 000 830 433				VOCATIONAL HOME EC/VOCATIONAL PROGRAMS/INDIVIDUAL INST		186.50	
13029	NELSEN'S CLEANERS & LAUNDERERS	04/09/2012	1		0	21.18	21.18
02 E 005 770 000 701 382				FOOD SERVICES/SCHOOL LUNCH/LAUNDRY AND DRY CLEANING/		21.18	
13030	NEW DOMINION SCHOOL	04/09/2012	8492-3348	MARCH	0	3,235.20	3,235.20
01 E 998 408 000 740 393				EMOTION/BEHAVIORAL DISORDER/STATE FUNDED SPECIAL ED/SPE		3,235.20	
13031	NORTHERN STATES SUPPLY	04/09/2012	826831		167	69.02	69.02
01 E 300 255 000 000 430				INDUSTRIAL EDUCATION//SUPPLIES/		69.02	
13032	OFFICE MAX CONTRACT INC.	04/09/2012	819506	TONER	0	155.00	225.41
01 E 005 110 000 000 401				ACCOUNTING OFFICE//GENERAL SUPPLIES/		155.00	
			819506-		0	57.51	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
01 E 005 020 000 000 401				SUPERINTENDENT'S OFFICE//GENERAL SUPPLIES/		57.51	
			829319		0	12.90	
01 L 230 10				GENERAL FUND/DEFERRED REVENUE/DISTRICT POP FUND		12.90	
13033 OLSON SANITATION INC.		04/09/2012	3644	KOLLEN BLDG.	0	285.12	2,242.85
01 E 005 810 000 000 330				OPERATIONS AND MAINTENANCE//UTILITY SERVICES/		285.12	
			3648	KOLLEN BUILDING	0	341.98	
01 E 005 810 000 000 330				OPERATIONS AND MAINTENANCE//UTILITY SERVICES/		341.98	
			CLKFD	CLKFD	0	50.00	
01 E 025 810 000 000 330				OPERATIONS AND MAINTENANCE//UTILITY SERVICES/		50.00	
			GF		0	1,565.75	
01 E 005 810 000 000 330				OPERATIONS AND MAINTENANCE//UTILITY SERVICES/		1,565.75	
13034 PAN-O-GOLD BAKING CO.		04/09/2012	1		0	742.03	938.13
02 E 005 770 000 701 490				FOOD SERVICES/SCHOOL LUNCH/FOOD/		742.03	
			2		0	196.10	
02 E 005 770 000 705 490				FOOD SERVICES/BREAKFAST/FOOD/		196.10	
13035 PAR PIPING & FABRICATION INC		04/09/2012	50042	SCOREBOARD SUPPORT	0	1,185.00	1,369.27
01 L 230 90				GENERAL FUND/DEFERRED REVENUE/ACTIVITY/ATHLETICS \$		1,185.00	
			6087		0	184.27	
01 E 300 301 501 830 433				AG EDUCATION (VOCATIONAL)/VOCATIONAL PROGRAMS/INDIVIDUA		184.27	
13036 J.W. PEPPER & SON INC.		04/09/2012	11790767		0	27.00	31.00
01 E 300 258 233 000 430				MUSIC//SUPPLIES/INSTRUMENTAL MUSIC		27.00	
			11790801		0	4.00	
01 E 300 258 233 000 430				MUSIC//SUPPLIES/INSTRUMENTAL MUSIC		4.00	
13037 PICHT'S BODY SHOP, INC.		04/09/2012	9541	WHEEL COVER	0	85.78	85.78
01 E 005 810 193 000 350				OPERATIONS AND MAINTENANCE//REPAIRS AND MAINTENANCE SVC		85.78	
13038 PITNEY BOWES		04/09/2012	5501881790	INK	93	87.54	87.54
01 E 005 020 000 000 401				SUPERINTENDENT'S OFFICE//GENERAL SUPPLIES/		87.54	
13039 PURCHASE POWER		04/09/2012	1		0	700.00	3,000.00
01 E 100 203 000 000 329				ELEMENTARY GENERAL ED.//POSTAGE AND EXPRESS/		700.00	
			2		0	1,100.00	
01 E 300 211 000 000 329				SECONDARY EDUCATION GENERAL//POSTAGE AND EXPRESS/		1,100.00	
			3		0	500.00	
02 E 005 770 000 701 329				FOOD SERVICES/SCHOOL LUNCH/POSTAGE AND EXPRESS/		500.00	
			4		0	700.00	
01 E 300 298 000 000 329				EXTRACURRICULAR ACTIVITIES//POSTAGE AND EXPRESS/		700.00	
13040 QUAVERMUSIC.COM, LLC		04/09/2012	1		166	199.95	199.95
01 L 230 36				GENERAL FUND/DEFERRED REVENUE/MUSIC-BERT RANEY		199.95	
13041 RATWICK, ROSZAK & MALONEY, P.A		04/09/2012	49746		0	4,304.17	4,304.17
01 E 005 150 000 000 305				LEGAL SERVICES//PROFESSIONAL FEES/		4,304.17	
13042 REINHART INST FOODS		04/09/2012	1		0	8,984.00	11,105.07
02 E 005 770 000 701 490				FOOD SERVICES/SCHOOL LUNCH/FOOD/		8,984.00	
			2		0	388.34	
02 E 005 770 000 701 401				FOOD SERVICES/SCHOOL LUNCH/GENERAL SUPPLIES/		388.34	
			3		0	1,732.73	
02 E 005 770 000 705 490				FOOD SERVICES/BREAKFAST/FOOD/		1,732.73	
13043 RILEY BUS SERVICE, INC.		04/09/2012	8746	OLD LOG THEATRE	0	570.00	570.00

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
04 E 500 505 000 321 450				COMMUNITY EDUCATION GENERAL/COMMUNITY EDUCATION/MATERIA		570.00	
13044 RTS		04/09/2012	1		0	1.04	151.14
01 E 025 810 000 000 320				OPERATIONS AND MAINTENANCE//COMMUNICATIONAL SERVICES/		1.04	
			2	GF	0	150.10	
01 E 005 810 000 000 320				OPERATIONS AND MAINTENANCE//COMMUNICATIONAL SERVICES/		150.10	
13045 RUTLEDGE DENINE		04/09/2012	1		0	186.40	186.40
01 E 300 211 130 317 366				SECONDARY EDUCATION GENERAL/COMPENSATORY/TRAVEL-SCHOOL		186.40	
13046 SAWMILL		04/09/2012	1	IT	0	342.39	672.29
01 E 300 255 000 000 430				INDUSTRIAL EDUCATION//SUPPLIES/		342.39	
			2	HOUSE	0	106.92	
01 E 300 361 000 000 433				CARPENTRY//INDIVIDUAL INST SUPPLIES/		106.92	
			3	AG	0	222.98	
01 E 300 301 501 830 433				AG EDUCATION (VOCATIONAL)/VOCATIONAL PROGRAMS/INDIVIDUA		222.98	
13047 SCHOLASTIC BOOK CLUBS INC.		04/09/2012	1		0	104.90	104.90
01 E 005 203 733 315 305				ELEMENTARY GENERAL ED./INTEGRATION/PROFESSIONAL FEES/IN		104.90	
13048 SCHOLASTIC BOOK FAIRS		04/09/2012	B2944760FR		0	1,826.96	1,826.96
01 E 300 620 000 000 470				EDUCATIONAL MEDIA/LIBRARY//LIBRARY BOOKS/		1,826.96	
13049 SCHWICKERT'S		04/09/2012	SIC068858	ROOF REPAIR	0	1,002.65	1,002.65
01 E 005 810 000 000 350				OPERATIONS AND MAINTENANCE//REPAIRS AND MAINTENANCE SVC		1,002.65	
13050 SIERRA SALES		04/09/2012	346843	CABINETS	0	5,040.58	5,040.58
01 E 300 361 000 830 433				CARPENTRY/VOCATIONAL PROGRAMS/INDIVIDUAL INST SUPPLIES/		5,040.58	
13051 SKYWARD INC.		04/09/2012	151764	ANNUAL FEE 7/12 -	0	9,966.60	9,966.60
01 A 131 00				6/13 GENERAL FUND/PREPAID EXPENSE		9,966.60	
13052 SOUTHWEST WHOLESAL		04/09/2012	1		0	6,332.59	6,332.59
02 E 005 770 000 701 401				FOOD SERVICES/SCHOOL LUNCH/GENERAL SUPPLIES/		814.06	
02 E 005 770 000 701 490				FOOD SERVICES/SCHOOL LUNCH/FOOD/		4,102.04	
02 E 005 770 000 705 401				FOOD SERVICES/BREAKFAST/GENERAL SUPPLIES/		7.50	
02 E 005 770 000 705 490				FOOD SERVICES/BREAKFAST/FOOD/		1,408.99	
13053 ALLEN L STOECKMAN		04/09/2012	1		0	94.64	94.64
01 E 005 020 000 000 366				SUPERINTENDENT'S OFFICE//TRAVEL-SCHOOL BUSINESS/		94.64	
13054 SUPREME SCHOOL SUPPLY		04/09/2012	531955		0	66.41	66.41
01 E 300 211 000 000 430				SECONDARY EDUCATION GENERAL//SUPPLIES/		66.41	
13055 SW/WC SERVICE COOP - MARSHALL		04/09/2012	35322	AUTHOR &	0	800.00	4,225.00
01 E 100 218 000 388 369				ILLUSTRATOR GIFTED & TALENTED/TAG (06)/PARTICIPATION FEES/		800.00	
			35345	KNOWLEDGE BOWL	0	640.00	
01 E 300 218 000 388 369				GIFTED & TALENTED/TAG (06)/PARTICIPATION FEES/		640.00	
			35371	SUPT. WORKSHOP	0	85.00	
01 E 005 020 000 000 367				SUPERINTENDENT'S OFFICE//TRAVEL-PROFESS DEVELOPMENT/		85.00	
			35450	MATH	0	2,500.00	
01 E 005 640 000 308 305				STAFF DEVELOPMENT/STAFF DEV. 25% DIST. WIDE/PROFESSIONA		2,500.00	
			35620	HINZ-WILLIAMS	0	200.00	
01 E 100 640 000 307 367				TECH- STAFF DEVELOPMENT/STAFF DEV. 25% EX. SITE/TRAVEL-PROFES		200.00	
13056 TECH CHECK		04/09/2012	19989		0	298.50	322.50
01 E 200 612 199 000 401				TECHNOLOGY//GENERAL SUPPLIES/KAREN MCCOY		298.50	
			20050		0	24.00	
01 E 200 612 199 000 305				TECHNOLOGY//PROFESSIONAL FEES/KAREN MCCOY		24.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
13057	TEXTBOOK WAREHOUSE	04/09/2012	146875		0	38.20	38.20
01 E 300 220 000 000 430				ENGLISH//SUPPLIES/		38.20	
13058	TJOSVOLD EQUIPMENT	04/09/2012	100885	FORD TRACTOR	0	592.39	592.39
01 E 005 810 191 000 350				OPERATIONS AND MAINTENANCE//REPAIRS AND MAINTENANCE SVC		592.39	
13059	Vendor Continued Void	04/09/2012					0.00
13060	TRUE VALUE-GF/MONTE	04/09/2012	1		0	40.96	550.60
01 E 005 212 732 315 433				ART/INTEGRATION/INDIVIDUAL INST SUPPLIES/INTEGRATION GO		40.96	
02 E 005 770 000 701 350			2	FOOD SERVICES/SCHOOL LUNCH/REPAIRS AND MAINTENANCE SVCS	0	17.10	
01 E 005 810 191 000 410			3	OPERATIONS AND MAINTENANCE//CUST/REPAIR SUPPLIES/OUTSID	0	159.74	
01 E 300 260 000 000 430			4	NATURAL SCIENCES//SUPPLIES/	0	5.28	
01 E 025 810 000 000 410			5	OPERATIONS AND MAINTENANCE//CUST/REPAIR SUPPLIES/	0	27.87	
01 E 005 810 193 000 401			6	OPERATIONS AND MAINTENANCE//GENERAL SUPPLIES/CAR EXPENS	0	84.71	
01 E 300 255 000 000 450			7	INDUSTRIAL EDUCATION//MATERIALS PURCH FOR RESALE/	0	20.99	
01 E 300 301 501 830 433			8	AG EDUCATION (VOCATIONAL)/VOCATIONAL PROGRAMS/INDIVIDUA	0	193.95	
13061	US SCHOOL SUPPLY	04/09/2012	190928A		0	35.05	62.05
01 L 230 33				GENERAL FUND/DEFERRED REVENUE/BERT RANEY ACTIVITY ACCOU		35.05	
01 E 005 790 735 315 305			190928B	OTHER PUPIL SUPPORT SERVICES//INTEGRATION/PROFESSIONAL F	0	27.00	
13062	USC PROPANE	04/09/2012	1708	PROPANE	0	188.00	188.00
01 E 300 361 000 000 433				CARPENTRY//INDIVIDUAL INST SUPPLIES/		188.00	
13063	Vendor Continued Void	04/09/2012					0.00
13064	VISA	04/09/2012	1	BASEBALL SAVINGS	0	152.83	2,060.69
04 E 500 505 000 321 450				COMMUNITY EDUCATION GENERAL/COMMUNITY EDUCATION/MATERIA		152.83	
01 E 100 203 000 000 899			10	FACTORY EXPRESS	0	51.05	
01 E 100 640 000 306 367			11	BEST WESTERN PBIS	0	615.84	
01 E 005 020 000 000 401			12	I-PADS	0	60.00	
01 E 200 612 199 000 401				SUPERINTENDENT'S OFFICE//GENERAL SUPPLIES/		20.00	
01 E 300 298 000 000 899				TECHNOLOGY//GENERAL SUPPLIES/KAREN MCCOY		20.00	
04 E 500 505 000 321 899				EXTRACURRICULAR ACTIVITIES//MISCELLANEOUS EXPENSE/		10.00	
01 E 005 640 000 308 366			15	MINNETONKA HS	0	550.00	
01 E 005 211 731 315 305			2	AMAZON - IPAD	0	358.72	
01 E 005 203 734 315 305			3	ORIENTAL TRADING	0	136.80	
01 E 005 211 731 315 305			4	ORIENTAL TRADING-	0	35.75	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
			5	ORIENTAL TRADING---	0	18.69	
01 L	230 33			GENERAL FUND/DEFERRED REVENUE/BERT RANEY ACTIVITY ACCOU		18.69	
			6	ACT	0	49.50	
01 E	300 298 216 000 899			EXTRACURRICULAR ACTIVITIES//MISCELLANEOUS EXPENSE/FLO-T		49.50	
			7	UPS-FRAN	0	20.06	
01 E	005 020 000 000 329			SUPERINTENDENT'S OFFICE//POSTAGE AND EXPRESS/		20.06	
			8	UPS- TIM K	0	11.45	
01 E	300 298 000 000 899			EXTRACURRICULAR ACTIVITIES//MISCELLANEOUS EXPENSE/		11.45	
13065	WELLS FARGO BROKERAGE SERVICES	04/09/2012	16-984994AB9	INT-TRACK	0	2,839.67	27,960.67
01 E	005 850 102 000 581			FACILITIES//CAPITAL LEASE INTEREST/TRACK-WELLS FARGO RE		2,839.67	
			16-984994AB9-	PRIN.- TRACK	0	25,121.00	
01 E	005 850 102 000 580			FACILITIES//CAPITAL LEASE PRINCIPAL/TRACK-WELLS FARGO R		25,121.00	
13066	WEST CENTRAL TROPHIES	04/09/2012	16724		0	71.00	219.88
01 E	300 294 213 000 899			BOYS ATHLETICS//MISCELLANEOUS EXPENSE/BASKETBALL		71.00	
			16725		0	148.88	
01 E	300 294 221 000 401			BOYS ATHLETICS//GENERAL SUPPLIES/WRESTLING		148.88	
13067	XCEL ENERGY	04/09/2012	1		0	34.11	34.11
01 E	025 810 184 000 330			OPERATIONS AND MAINTENANCE//UTILITY SERVICES/ELECTRICIT		34.11	
13068	YMC TREASURER	04/09/2012	1	2012 taxes	0	50.00	50.00
01 E	005 850 000 000 896			FACILITIES//TAXES/		50.00	
13069	YME SCHOOL ACTIVITY ACCOUNT	04/09/2012	1	REVTRAK-YEARBOOK	0	165.00	8,865.00
01 E	300 298 216 000 899			EXTRACURRICULAR ACTIVITIES//MISCELLANEOUS EXPENSE/FLO-T		165.00	
			10	concession profit	0	8,700.00	
01 L	230 21			GENERAL FUND/DEFERRED REVENUE/CONCESSIONS		8,700.00	
13070	Vendor Continued Void	04/09/2012					0.00
13071	Vendor Continued Void	04/09/2012					0.00
13072	Vendor Continued Void	04/09/2012					0.00
13073	Vendor Continued Void	04/09/2012					0.00
13074	Vendor Continued Void	04/09/2012					0.00
13075	YME SCHOOLS-ADM	04/09/2012	13040	VOID AVERA MARSHALL	0	-50.00	7,579.59
01 E	300 292 000 306 367			BOYS/GIRLS ATHLETICS/STAFF DEV. 50% SITE/TRAVEL-PROFESS		-50.00	
			13045	VOID MN DEPT. OF HEALTH	0	-35.00	
02 E	005 770 000 701 899			FOOD SERVICES/SCHOOL LUNCH/MISCELLANEOUS EXPENSE/		-35.00	
			13305	MKA	0	540.00	
01 E	100 203 000 306 367			ELEMENTARY GENERAL ED./STAFF DEV. 50% SITE/TRAVEL-PROFE		540.00	
			13306	RTR HS	0	54.00	
01 E	300 298 236 000 369			EXTRACURRICULAR ACTIVITIES//PARTICIPATION FEES/FORENSIC		54.00	
			13307	MARK FOKKEN	0	39.00	
01 E	300 298 236 000 369			EXTRACURRICULAR ACTIVITIES//PARTICIPATION FEES/FORENSIC		39.00	
			13308	ANDREW CARMANY	0	80.00	
01 E	300 298 236 000 319			EXTRACURRICULAR ACTIVITIES//OTHER PERSONAL SERVICES/FOR		80.00	
			13310	DALLAS KLUKSDAL	0	210.00	
01 E	300 258 231 000 350			MUSIC//REPAIRS AND MAINTENANCE SVCS/VOCAL MUSIC		210.00	
			13311	RIDGEWATER COLLEGE	0	20.00	
01 E	300 298 216 000 899			EXTRACURRICULAR ACTIVITIES//MISCELLANEOUS EXPENSE/FLO-T		20.00	
			13313	OLD LOG THEATRE	0	870.75	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
04 E 500 505 000 321 450				COMMUNITY EDUCATION GENERAL/COMMUNITY EDUCATION/MATERIA		870.75	
			13314	KRIS SAND	0	25.00	
01 R 300 296 000 000 050				GIRLS ATHLETICS//FEES FROM PATRONS/		25.00	
			13315	PIZZA RANCH	0	400.00	
01 E 300 298 216 000 899				EXTRACURRICULAR ACTIVITIES//MISCELLANEOUS EXPENSE/FLO-T		400.00	
			13316	FESTIVAL OF NATIONS	0	574.00	
01 E 005 211 731 315 305				SECONDARY EDUCATION GENERAL/INTEGRATION/PROFESSIONAL FE		574.00	
			13317	LUVERNE SPEECH	0	18.00	
01 E 300 298 236 000 369				EXTRACURRICULAR ACTIVITIES//PARTICIPATION FEES/FORENSIC		18.00	
			13319	MARGIE FLAATA - WELLNESS	0	100.00	
01 L 230 92				GENERAL FUND/DEFERRED REVENUE/WELLNESS \$		100.00	
			13320	EL RANCHO	0	1,200.00	
01 E 005 212 732 315 305				ART/INTEGRATION/PROFESSIONAL FEES/INTEGRATION GOAL #2		1,200.00	
			13321	DOROTHY WISE	0	200.00	
01 E 005 212 732 315 305				ART/INTEGRATION/PROFESSIONAL FEES/INTEGRATION GOAL #2		200.00	
			13322	CLARICE DIELER	0	200.00	
01 E 005 212 732 315 305				ART/INTEGRATION/PROFESSIONAL FEES/INTEGRATION GOAL #2		200.00	
			13323	FERN CLOUD	0	200.00	
01 E 005 212 732 315 305				ART/INTEGRATION/PROFESSIONAL FEES/INTEGRATION GOAL #2		200.00	
			13324	KEIKO BIGGS	0	249.00	
01 E 005 212 732 315 305				ART/INTEGRATION/PROFESSIONAL FEES/INTEGRATION GOAL #2		249.00	
			13325	JOHN STERNER	0	383.00	
01 E 005 212 732 315 305				ART/INTEGRATION/PROFESSIONAL FEES/INTEGRATION GOAL #2		383.00	
			13326	BRAD HALL	0	250.00	
01 E 005 212 732 315 305				ART/INTEGRATION/PROFESSIONAL FEES/INTEGRATION GOAL #2		250.00	
			13327	JILL BLOM	0	250.00	
01 E 005 212 732 315 305				ART/INTEGRATION/PROFESSIONAL FEES/INTEGRATION GOAL #2		250.00	
			13328	MARIAH DEMERS	0	252.00	
01 E 005 212 732 315 305				ART/INTEGRATION/PROFESSIONAL FEES/INTEGRATION GOAL #2		252.00	
			13329	DQ - HEALTH FAIR POSTER WINNERS	0	30.00	
04 E 500 505 000 321 401				COMMUNITY EDUCATION GENERAL/COMMUNITY EDUCATION/GENERAL		30.00	
			13330	ANDY HOLT	0	200.00	
01 E 300 298 194 000 379				EXTRACURRICULAR ACTIVITIES//STATE EXPENSES/ROBOTICS (FY		200.00	
			13331	SUE HOLIEN	0	43.00	
04 R 500 000 000 321 050				COMMUNITY EDUCATION/FEES FROM PATRONS/		43.00	
			13332	MARY VIRNIG	0	110.00	
01 L 230 92				GENERAL FUND/DEFERRED REVENUE/WELLNESS \$		110.00	
			13333	AMAND HANSEN	0	80.00	
01 L 230 92				GENERAL FUND/DEFERRED REVENUE/WELLNESS \$		80.00	
			13334	CARRIE OYAMA	0	110.00	
01 L 230 92				GENERAL FUND/DEFERRED REVENUE/WELLNESS \$		110.00	
			13335	MIKE GORDT	0	165.00	
01 E 300 296 210 000 319				GIRLS ATHLETICS//OTHER PERSONAL SERVICES/SOFTBALL		165.00	
			13336	DYLAN LINDSTROM	0	50.00	
01 E 300 296 210 000 319				GIRLS ATHLETICS//OTHER PERSONAL SERVICES/SOFTBALL		50.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
			13337	ROB BREMMER CONST.	0	85.87	
01 E 005 810 191 000 350				OPERATIONS AND MAINTENANCE//REPAIRS AND MAINTENANCE SVC		85.87	
			13338	ESCO	0	54.00	
01 E 300 298 233 000 401				EXTRACURRICULAR ACTIVITIES//GENERAL SUPPLIES/INSTRUMENT		54.00	
			13339	US POST OFFICE	0	309.36	
04 E 500 505 000 321 320				COMMUNITY EDUCATION GENERAL/COMMUNITY EDUCATION/COMMUNI		309.36	
			13340	RIDGEWATER COLLEGE	0	20.00	
01 E 300 298 216 000 899				EXTRACURRICULAR ACTIVITIES//MISCELLANEOUS EXPENSE/FLO-T		20.00	
			13341	SW MN BAND DIRECTORS	0	130.00	
01 E 300 258 233 000 430				MUSIC//SUPPLIES/INSTRUMENTAL MUSIC		130.00	
			13342	HEARTLAND EXPRESS	0	46.00	
01 E 005 760 000 723 361				PUPIL TRANSPORTATION/HANDICAPPED/BUS CONTR. (XWKD TO 36		46.00	
			13343	POSTMASTER	0	116.61	
04 E 500 590 000 321 329				OTHER COMMUNITY SERVICES/COMMUNITY EDUCATION/POSTAGE AN		116.61	
13076 YME BOARD ACCOUNT		04/09/2012	1	ART - INTEGRATION	0	300.00	300.00
01 E 005 212 732 315 305				ART/INTEGRATION/PROFESSIONAL FEES/INTEGRATION GOAL #2		300.00	
13077 YME-FOOD SERVICE		04/09/2012	1	B DAY TREATS	0	16.25	212.26
01 L 230 33				GENERAL FUND/DEFERRED REVENUE/BERT RANEY ACTIVITY ACCOU		16.25	
			2	EXCEL AFTER SCHOOL	0	126.73	
01 E 005 203 733 315 305				ELEMENTARY GENERAL ED./INTEGRATION/PROFESSIONAL FEES/IN		126.73	
			3	JETS	0	16.20	
01 E 005 790 735 315 305				OTHER PUPIL SUPPORT SERVICES/INTEGRATION/PROFESSIONAL F		16.20	
			4	LINDQUIST	0	46.90	
01 E 100 203 000 000 899				ELEMENTARY GENERAL ED./MISCELLANEOUS EXPENSE/		46.90	
			5	CONCESSIONS	0	6.18	
01 L 230 21				GENERAL FUND/DEFERRED REVENUE/CONCESSIONS		6.18	
13078 ZEP MANUFACTURING CO		04/09/2012	57444023		0	411.17	411.17
01 E 005 810 000 000 410				OPERATIONS AND MAINTENANCE//CUST/REPAIR SUPPLIES/		411.17	

127 Computer Check(s) For a Total of 385,451.26

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	127	Computer	Checks For a Total of	385,451.26
Total For	127	Manual, Wire Tran, ACH & Computer	Checks	385,451.26
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	385,451.26

FUND SUMMARY

Fund	Description	Balance Sheet	Revenue	Expense	Total
01	GENERAL FUND	24,483.65	25.00	335,375.40	359,884.05
02	FOOD SERVICE	0.00	0.00	23,063.45	23,063.45
04	COMMUNITY SERVICE	0.00	43.00	2,460.76	2,503.76

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
	255 MCDOWALL COMPANY INC. 06 E 300 855 850 366 520	04/09/2012	18	ALTERNATIVE FACILITIES/INDOOR AIR QUALITY/BUILDING CONS	0	69,740.26	69,740.26
						69,740.26	
				1 Computer	Check(s) For a Total of		69,740.26

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	1	Computer	Checks For a Total of	69,740.26
Total For	1	Manual, Wire Tran, ACH & Computer	Checks	69,740.26
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	69,740.26

FUND SUMMARY

Fund	Description	Balance Sheet	Revenue	Expense	Total
06	CONSTRUCTION/BUILDING FUND	0.00	0.00	69,740.26	69,740.26

CHECK NUMBER	CHECK DATE	VENDOR	AMOUNT	SB
000000255		MCDOWALL COMPANY INC.	69,740.26	
		Totals for 04/09/2012	69,740.26	
		Totals for BNK00	69,740.26	
000012934		AMERICAN FAMILY LIFE ASSURANCE	340.94	
000012935		AMERITAS LIFE INSURANCE CORP.	434.57	
000012936		BALDRY DEAN	374.10	
000012937		INTERNAL REVENUE SERVICE	187.00	
000012939		MADISON NATIONAL LIFE	2,449.32	
000012940		MCDOWELL AGENCY, INC.	8.00	
000012941		MSEA	1,042.04	
000012942		154200 NCPERS MN	80.00	
000012943		PPL- LEGAL SHIELD	25.90	
000012944		PRINCIPAL MUTUAL LIFE	6,880.34	
000012945		SCHULTE, TREVOR	400.00	
000012946		SELECT ACCOUNT	2,604.00	
000012947		DENISE STREICH	222.39	
000012948		STUKEL HELEN	600.00	
000012950		SW/WC SVC. COOP - HEALTH INS.	47,911.11	
000012951		Y.M.E.E.A.	3,326.77	
201100102		ING SERVICE CENTER	16,037.14	
201100103		FEDERAL TAX WITHHOLDING	81,548.38	
201100104		MN TEACHERS RETIREMENT ASSOC.	31,259.66	
201100105		PUBLIC EMPLOYEES RETIREMENT	16,361.64	
201100106		STATE TAX WITHHOLDING	14,786.06	
		Totals for 03/23/2012	226,879.36	
000012952		ADVOCATE TRIBUNE	434.43	
000012953		AMAZON.COM CREDIT	68.01	
000012954		AMERICAN WELDING AND GAS	766.70	
000012955		APPLE COMPUTER, INC.	8,696.00	
000012956		ATS PROJECT SUCCESS	496.28	
000012957		BARNES & NOBLE COLLEGE BOOKSELLERS	300.00	
000012958		BARTELS, DAVE	71.00	
000012959		BENDEL, ROBBIN	21.60	
000012963		BENNETT & BENNETT INC.	77,719.03	
000012964		BENSON PUBLIC SCHOOLS ISD #777	17.00	
000012965		BILL'S ELECTRIC	622.13	
000012966		BLICK ART MATERIALS	46.12	
000012967		BUSINESS FORMS	134.19	
000012968		CARL'S BAKERY	66.12	
000012969		CARLSON AND STEWART REFRIG.	373.50	
000012970		CASEY'S	94.72	
000012971		CENEX CREDIT CARD	740.69	
000012972		CHIPPEWA COUNTY	73.00	
000012973		CITY OF CLARKFIELD	564.35	
000012975		CITY OF GRANITE FALLS	14,376.53	
000012976		CONSUMERS COOPERATIVE OIL CO.	113.13	
000012977		COUNTRYSIDE PUBLIC HEALTH	325.00	
000012978		DAHL, CHAR	7.37	
000012979		DAVE'S ELECTRIC MOTOR CO.	131.29	
000012980		DAWSON-BOYD SCHOOL #378	300.00	
000012981		DEAN FOODS NORTH CENTRAL, INC.	3,416.69	
000012982		DOUG'S SERVICE & MARINE INC.	1,915.17	
000012983		DYRDAHL LUMBER & CONSTRUCTION	4,199.24	

CHECK CHECK			
NUMBER	DATE	VENDOR	AMOUNT SB
000012984		EAP CONSULTANTS	210.60
000012986		ECONOMART	1,656.03
000012987		FARM & HOME PUBLISHERS, LTD	40.30
000012988		FARMERS UNION OIL CO.	181.33
000012989		FELLOWSHIP OF CHRISTIAN ATHLETES	300.00
000012990		FREY SCIENTIFIC COMPANY	148.37
000012991		FRONTIER TELEPHONE	177.43
000012992		GOOGLE, INC.	1,883.36
000012993		GRANITE FALLS BOWL	70.00
000012994		GRANITE FALLS AUTO PARTS	84.17
000012995		GRANITE FALLS HOSPITAL	2,595.00
000012996		GREAT PLAINS NATURAL GAS CO	4,682.60
000012997		HANSEN SHARPENING SERVICE	15.00
000012998		HEINEMANN PUBLISHING	69.00
000012999		HENDERSON, ROBIN	7.37
000013000		HILLYARD/HUTCHINSON	277.93
000013001		IKON OFFICE SOLUTIONS	2,530.71
000013002		IKON OFFICE SOLUTIONS	988.02
000013003		IMAGESTUFF.COM	49.21
000013004		INNOVATIVE OFFICE SOLUTIONS	486.15
000013005		ISCORP	195.50
000013006		JIMMY'S PIZZA	124.85
000013007		KENNEDY, JODI	72.22
000013008		KILOWATT COMMUNITY CENTER	2,240.00
000013009		KOEPKE, SHEILA	7.37
000013010		LAVOIE, SHEILA	1,127.64
000013011		LIFELINE AED INC.	745.87
000013012		LONGSTRETH SPORTING GOODS	17.95
000013013		MARC'S TAPING & TEXTURING	3,400.00
000013014		MARCO INC	78.19
000013015		ERIC MARTILLA	59.99
000013016		MAXWELL MEDALS & AWARDS	90.00
000013017		LONDGREN, KAREN	140.60
000013018		MITLYING ELECTRIC	688.84
000013019		MINNESOTA ELEVATOR, INC.	638.44
000013020		MN FEED DISTRIBUTORS	176.00
000013021		MN RIVER VALLEY EDUCATION DIST	11,738.69
000013022		MONTE FIRESTONE	132.55
000013023		MPRC	30.00
000013024		MUSIC MART	76.00
000013025		MUSIC STREET	292.40
000013026		MVCC	124,000.00
000013027		MVTV	47.95
000013028		NASCO	186.50
000013029		NELSEN'S CLEANERS & LAUNDERERS	21.18
000013030		NEW DOMINION SCHOOL	3,235.20
000013031		NORTHERN STATES SUPPLY	69.02
000013032		OFFICE MAX CONTRACT INC.	225.41
000013033		OLSON SANITATION INC.	2,242.85
000013034		PAN-O-GOLD BAKING CO.	938.13
000013035		PAR PIPING & FABRICATION INC	1,369.27
000013036		J.W. PEPPER & SON INC.	31.00
000013037		PICHT'S BODY SHOP, INC.	85.78
000013038		PITNEY BOWES	87.54
000013039		PURCHASE POWER	3,000.00
000013040		QUAVERMUSIC.COM, LLC	199.95

CHECK CHECK			
NUMBER	DATE	VENDOR	AMOUNT SB
000013041		RATWICK, ROSZAK & MALONEY, P.A	4,304.17
000013042		REINHART INST FOODS	11,105.07
000013043		RILEY BUS SERVICE, INC.	570.00
000013044		RTS	151.14
000013045		RUTLEDGE DENINE	186.40
000013046		SAWMILL	672.29
000013047		SCHOLASTIC BOOK CLUBS INC.	104.90
000013048		SCHOLASTIC BOOK FAIRS	1,826.96
000013049		SCHWICKERT'S	1,002.65
000013050		SIERRA SALES	5,040.58
000013051		SKYWARD INC.	9,966.60
000013052		SOUTHWEST WHOLESALE	6,332.59
000013053		STOECKMAN, ALLEN	94.64
000013054		SUPREME SCHOOL SUPPLY	66.41
000013055		SW/WC SERVICE COOP - MARSHALL	4,225.00
000013056		TECH CHECK	322.50
000013057		TEXTBOOK WAREHOUSE	38.20
000013058		TJOSVOLD EQUIPMENT	592.39
000013060		TRUE VALUE-GF/MONTE	550.60
000013061		US SCHOOL SUPPLY	62.05
000013062		USC PROPANE	188.00
000013064		VISA	2,060.69
000013065		WELLS FARGO BROKERAGE SERVICES, LLC	27,960.67
000013066		WEST CENTRAL TROPHIES	219.88
000013067		XCEL ENERGY	34.11
000013068		YMC TREASURER	50.00
000013069		YME SCHOOL ACTIVITY ACCOUNT	8,865.00
000013075		YME SCHOOLS-ADM	7,579.59
000013076		YME BOARD ACCOUNT	300.00
000013077		YME-FOOD SERVICE	212.26
000013078		ZEP MANUFACTURING CO	411.17
Totals for 04/09/2012			385,451.26
Totals for BNK05			612,330.62
Totals for checks			682,070.88

F U N D S U M M A R Y

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
01	GENERAL FUND	224,734.75	25.00	335,924.87	560,684.62
02	FOOD SERVICE	6,197.81	0.00	23,063.45	29,261.26
04	COMMUNITY SERVICE	8,648.94	43.00	2,460.76	11,152.70
06	CONSTRUCTION/BUILDING FUND	0.00	0.00	69,740.26	69,740.26
25	REVOCABLE TRUST (FY10)	0.00	0.00	11,232.04	11,232.04
***	Fund Summary Totals ***	239,581.50	68.00	442,421.38	682,070.88

***** End of report *****

AGREEMENT

between

**INDEPENDENT SCHOOL DISTRICT #2190
YELLOW MEDICINE EAST**

and

**EDUCATION MINNESOTA
YELLOW MEDICINE EAST**

**Effective: July 1, ~~2009-2011~~ through June 30,
~~2011~~2013**

TABLE OF CONTENTS

	Page
Article I – Purpose	3
Article II - Recognition of Exclusive Representative	3
Article III - Definitions	3
Article IV - School District Rights	4
Article V - Teacher Rights	4
Article VI - Leaves of Absence	6
Article VII - Hours of Service	11
Article VIII - Length of School Year	11
Article IX - Grievance Procedures	11
Article X - Unrequested Leave of Absence & Seniority	13
Article XI - Deferred Compensation	16
Article XII - Group Insurance	18
Article XIII - Teacher Discipline	19
Article XIV – School District Peer Review	19
Article XV – Early Childhood Family Education Teachers	21
Article XVI - Duration	22
Article XVII – Basic Schedules and Rates of Pay	22
2011-2012 Salary Schedule	25
2012-2013 Salary Schedule	26
Extra Curricular Schedule	27
Signature Page	29
Appendix - Grievance Report Form	30

ARTICLE I. PURPOSE

This Agreement is entered into between Independent School District No. 2190, Yellow Medicine East, hereinafter referred to as the School District and Education Minnesota/Yellow Medicine East, hereinafter referred to as the Exclusive Representative pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes Education Minnesota/Yellow Medicine East as the Exclusive Representative of teachers employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all the teachers of the District as that term is defined in the PELRA.

ARTICLE III. DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the School District's personnel policies affecting the working conditions of the teachers. The term does not include educational policies of the School District. The term in both cases is subject to the provisions of the PELRA.

Section 2. Teacher: The term, "teacher," shall mean all persons employed by the School District in a position for which the person must be licensed by the State Board of Teaching or the Commissioner of the Department of Education or in a position of an Occupational Therapist or Physical Therapist, pursuant to MS 179A.03 Subd. 8; but shall not include Superintendent, assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees and such other employees excluded by law.

Section 3. School District: For purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative.

Section 4. Meet and Negotiate: "Meet and negotiate" means the performance of the mutual obligations of the School District and the Exclusive Representative to meet at reasonable times, including where possible meeting in advance of the budget-making process, with the good faith intent of entering into an Agreement with respect to terms and conditions of employment; provided that, by such obligation, neither party is compelled to agree to a proposal or required to make a concession.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV. SCHOOL DISTRICT RIGHTS

Section 1. Managerial Policy: The Exclusive Representative recognizes that the School District 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 School District, its

overall budget, utilization of technology, the organizational structure, and selection, direction and number of personnel.

Section 2. Obligations: 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 opportunities for the students of the School District.

Section 3. Reasonable Services: The Exclusive Representative recognizes that all teachers covered by this Agreement shall perform all reasonable teaching and non-teaching 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 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. The Exclusive Representative also recognizes that the School Board, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision(s) of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Other Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and 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. TEACHER RIGHTS

Section 1. Right to Views: Pursuant to the PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or the teacher's representative to the expression or communication of a view, grievance, complaint or opinion on 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 Exclusive Representative, nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2. Right to Join: Each teacher shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in this unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the School Board.

Section 3. Request for Dues Check-Off:

Subd. 1. Teachers shall have the right to request and be allowed dues check-off for the Exclusive Representative. Upon receipt of a properly executed dues deduction authorization form of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the Exclusive Representative during the period provided in said authorization.

Subd. 2. The teacher must request dues check-off in writing on or before the nearest school day to the 10th of September. Such authorization shall continue in effect from year to year unless revoked in writing by the teacher.

Subd. 3. The School District shall deduct the dues in ten (10) equal, monthly installments for each month beginning with the September payroll.

Section 4. Fair Share Fee: In accordance with the PELRA, any teacher included in the appropriate unit who is not a member of the Exclusive Representative may be required to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any teacher shall be in an amount equal to the regular membership dues of the Exclusive Representative, less the cost of benefits financed through the dues and available only to members of the Exclusive Representative, but in no event shall the fee exceed 85% of the regular membership dues.

The Exclusive Representative shall provide written notice of the amount of the fair share fee assessment to the School District and to each teacher to be assessed the fair share fee.

A challenge by a teacher or by a person aggrieved by the assessment shall be filed in writing with the Commissioner of the Bureau of Mediation Service, the School District and the Exclusive Representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the Exclusive Representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the Exclusive Representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or the Court. Any fair share challenge shall not be subject to the grievance procedure.

The Exclusive Representative hereby warrants and covenants that it will defend, indemnify, and hold the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Exclusive Representative as provided herein.

Section 5. Financial Information: The School District shall provide, upon written request of the Exclusive Representative, all information pertaining to the School District's budget, both present and proposed, revenues and other financial information.

Section 6. Personnel Files: Pursuant to MS 122A.40, Subd. 19, as amended, all evaluations and files located/generated in the School District relating to each individual teacher shall be available during regular School District business hours to each individual teacher upon his/her written request. Prior to the entering of either evaluative or disciplinary material into the teacher's file or files, the teacher shall be given a copy of such material and shall sign a statement indicating that he or she has reviewed a copy of the material. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law.

Section 7. Teacher Rights: Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under state law and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

Section 8. Meet and Confer: Teachers shall have the right to meet and confer with the School District regarding policies and matters other than terms and conditions of employment. Upon request of the Exclusive Representative, the School District agrees to meet and confer meetings at the mutual convenience of the parties.

ARTICLE VI. LEAVES OF ABSENCE

Section 1. Disability Leave:

Subd. 1. All full-time teachers shall earn disability leave at the rate of fifteen (15) days for the first year, which shall be earned as follows: two days of disability leave on the first day of employment, two days of disability leave on the first of October, two days of disability leave on the first of November, and 1.5 days of disability leave on the first of each month for December through May for a total of 15 disability days for the first year. Teachers will then earn ten (10) days in each succeeding year of service while in the employment of the School District. Part-time teachers will accrue and be charged disability leave on a pro-rated basis. Annual disability leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year.

Subd. 2. Unused disability leave may accumulate to a maximum credit of one hundred (100) days of disability leave per teacher.

Subd. 3. Disability leave with pay shall be allowed whenever a teacher's absence is found to have been due to illness and/or disability of the teacher or teacher's child, which prevented attendance at school, and the performance of duties on that day or days.

Subd. 4. The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness indicating such absence was due to illness in order to qualify for disability leave pay.

Subd. 5. In the event that a medical certificate will be required, the teacher will be so advised in writing.

Subd. 6. Disability leave allowed shall be deducted from the accrued disability leave days earned by the teacher. Routine doctor or dentist appointments and/or examinations will not be considered bonafide disability leave. These routine appointments should be scheduled so as not to conflict with the school day. In the event of unusual circumstances, a request in writing may be made to the Superintendent for special consideration.

Subd. 7. Disability leave pay shall be approved only upon submission of a signed request upon the record of teacher absence form available in each school office.

Subd. 8. Any final determination as to the eligibility of a teacher for disability leave is reserved to the School Board.

Section 2. Personal Leave:

Subd. 1. A full-time teacher may be granted a leave of absence of no more than one (1) day per year, accumulative to two (2), for employment service of 1-9 years and (2) days per year, accumulative to three (3) for employment service of 10+ years. Personal leave days shall only be used for situations that arise requiring the teacher's personal attention which cannot be attended to when school is not in session and which is not covered under other provisions of this Agreement.

Subd. 2. A teacher planning on using a personal leave day shall notify his/her supervising principal in writing on the form provided, as early as possible but in any event at least two (2) days in advance. In the event that a teacher has not complied with the two day advanced notice and an emergency arises forcing a teacher to miss a day, the teacher may appeal for emergency consideration to his/her supervising principal who will make a decision whether or not to grant the personal leave.

Subd. 3. Teachers shall not lose regular pay or accumulated disability leave time when using personal leave days. The teacher shall give the reason for any personal leave requested. Reasonable restrictions on personal leave may be imposed on school days immediately before or after a holiday or vacation period. Personal leave will not be granted if it results in more than three (3) elementary teachers being

absent and three (3) high school teachers being absent on the same day. The teacher may appeal to the Superintendent for special consideration to use a personal day on a day for which the request would normally be denied.

Subd. 4. Personal leave without pay may be applied for to the building principal with reasonable advance notice. Personal leave without pay shall not exceed four (4) working days per year. In the event of extenuating circumstances, additional days may be requested. Personal leave without pay shall be non-grievable beyond the School Board level.

Subd. 5. At the end of the school year, a teacher will have the option of being paid at the minimum substitute teacher rate for unused personal leave which will then be deducted from the accumulated personal leave of that year. The teacher must notify the business office on the appropriate form by June 10 of his/her desire to be paid for the unused personal leave.

Section 3. Other Personal Leave:

Subd. 1. For absence because of serious illness or death in the immediate family (“serious illness” is defined as illness requiring the attention of a physician or hospitalization), the teacher shall receive a maximum of two (2) days per year (non-accumulative) without loss of regular pay. If additional time is required, the teacher will receive a maximum of two (2) additional days per year, which will be deducted from accumulated disability leave. The “immediate family” shall be understood to include the teacher’s spouse, son-in-law, daughter-in-law, child, brother, sister, parent, guardian, mother-in-law, father-in-law, grandchildren and grandparents. In severe hardship cases, additional leave may be allowed subject to the discretion of the Superintendent.

Subd. 2. For absence because of serious illness or death of friends or relatives outside the immediate family, the teacher shall be permitted to deduct up to a maximum of two (2) days per year from accumulated disability leave without loss of pay.

Subd. 3. Teachers may, without deduction from pay or leave, attend local funerals when such absences involve only an hour or so and when classes can be arranged for within the staff with School District written approval.

Section 4. Professional/Association Leave:

Subd. 1. Professional Leave: Upon the prior written approval of the Superintendent, or his/her designee, an employee may be granted time off with pay to attend professional meetings which are related to the teacher’s teaching assignment and are designed to improve the teacher’s performance. In addition, upon the prior approval of the Superintendent, or his/her designee, a teacher may be granted time off without pay to attend professional meetings which are related to the teacher’s teaching assignment but are not designed to improve the teacher’s performance as a teacher.

Subd. 2. Association Leave: Elected Association officers or representatives appointed by the Association shall be permitted reasonable time off to conduct the duties of the Association. The salary deduction shall be total loss of salary for time lost calculated by dividing the yearly salary by the number of contract days.

Section 5. Child Care Leave:

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

Subd. 2. A teacher making application for child care leave shall inform the Superintendent in writing of his/her intention to take the leave at least three (3) calendar months before commencement of

the intended leave. In the case of an adoption, the leave application should include all necessary meetings to fulfill the requirements of the adoption process.

Subd. 3. If the reason for the childcare leave is occasioned by pregnancy, a teacher may utilize disability leave pursuant to the disability leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for disability leave during a period of time covered by a childcare leave. A pregnant teacher will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The School District may adjust the proposed beginning or ending date of a childcare leave so that the dates of the leave coincide with some natural break in the school year (i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like).

Subd. 5. 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 teacher to return to his or her employment prior to the date designated in the request for childcare leave.

Subd. 6. A teacher returning from childcare leave shall be reemployed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension of the leave.

Subd. 8. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 10. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium to the School District for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave.

Subd. 11. Leave under this section shall be without pay or fringe benefits.

Subd. 12. A teacher who adopts a child shall receive, upon request, a leave of absence with pay, of not more than ten contract days, which shall be deducted from accumulated sick leave. This leave may include all necessary meetings to fulfill the requirements of the adoption process and provide parental care for the child or children for an established period of time. Paid leave days are counted on a per case basis (not per child basis or per fiscal year basis). Requested child care leave begins after adoption leave paid days have been utilized.

Section 6. Family and Medical Leave:

Subd. 1. Pursuant to the Family and Medical Leave Act, an eligible teacher shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with:

- the birth and first-year care of a child;
- the adoption or foster placement of a child;
- the serious health condition of a teacher's spouse, child, or parent, and
- the teacher's own serious health condition.

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

Subd. 3. To be eligible for the benefits of this section and insurance contribution, a teacher 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 twelve-month period.

Subd. 4. While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. hereof, are unpaid, nothing herein shall preclude a teacher from utilizing paid leave otherwise provided in this Agreement, provided the teacher 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. The teacher will provide at least thirty (30) days written notice of request for leave when the reason for the leave is foreseeable. The teacher shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the School District.

Section 7. Sabbatical Leave:

Subd. 1. A sabbatical leave may be granted to full-time teachers for the purpose of professional improvement subject to the conditions established by the School Board and subject and pursuant to MS 122A.49. Sabbatical leave is not a right but a privilege, which may be granted by the School Board. Sabbatical leave may be granted to teachers who have demonstrated, by their performance and their application for sabbatical leave, that such experience would enable them to make a contribution to the improvement of the instructional program of the School District.

Subd. 2. To be eligible for sabbatical leave, a teacher must have been continuously employed for at least six (6) years in the School District.

Subd. 3. Sabbatical leave for study shall be limited to teachers entering study in their area of employment in the School District and shall not be used for retraining in a new area unless at the request of the School Board.

Subd. 4. The proposed program of study must be approved in advance by the Superintendent.

Subd. 5. Applications for sabbatical leave shall be submitted in writing to the Superintendent no later than February 15 of the year preceding the school year in which the leave is sought.

Subd. 6. The granting of sabbatical leave is purely within the discretion of the School Board and the School Board reserves the right to refuse to grant any and all sabbatical leaves for financial or other good and sufficient reasons if, in the judgment of the School Board, such leave should not be granted. Not more than one teacher in any school year shall be granted sabbatical leave.

Subd. 7. The allowance granted to a teacher on sabbatical leave shall be one-half of the teacher's individual employment contract salary (not including any extra-curricular pay) for the school term for which the application for the sabbatical leave is made. Existing School District contributions toward

premiums for fringe benefits would be maintained.

Subd. 8. A teacher receiving a sabbatical leave of absence must agree in writing to return to the School District for at least two consecutive years of service after completion of the sabbatical leave. A teacher who has received a sabbatical leave and who fails to complete two years of service with the School District shall refund, on a prorated basis, those monies received from the School District for sabbatical leave and said monies shall be due and payable forthwith upon the cessation of employment in the School District.

Subd. 9. The application for a sabbatical leave shall contain a detailed description of the intended activity and expected benefit to the school district, including, but not limited to, the institution where study will take place, courses and number of credits to be carried and all other details surrounding the program.

Subd. 10. If, in its discretion, the School Board grants a sabbatical leave, it may be contingent upon the ability of the School District to secure a satisfactory substitute.

Subd. 11. Sabbatical leave shall not exceed one contract year and shall be awarded not more than once to any teacher in the School District.

Subd. 12. The School District reserves the right to rescind an approved sabbatical leave in the event of an emergency.

Subd. 13. Upon satisfactory completion of a sabbatical leave, the teacher shall be assigned an equivalent contractual position unless previously discharged or placed on unrequested leave of absence.

Subd. 14. A teacher on sabbatical leave shall retain such amount of disability leave days and other accrued benefits which he/she had accrued, if any, at the time he/she went on sabbatical leave for use upon his/her return. No additional disability leave shall accrue for the period of time that a teacher is on sabbatical leave.

Subd. 15. A teacher who returns from sabbatical leave shall be continued at the same step on the salary schedule as if he/she had taught in the School District during such period. He/she shall maintain tenure, insurance benefits, accumulated sick leave and all other accrued benefits, including seniority as provided in this Agreement.

Section 8. Jury Service:

A teacher who serves on jury duty shall be granted the days necessary, as stipulated by the court, to discharge this responsibility without any salary deduction or loss of leave allowance. The compensation (other than expense reimbursement) received for jury duty service shall, however, be remitted to the School District.

Section 9. Workers' Compensation:

Pursuant of MS 176, a teacher injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive salary from the School District. However, that teacher's salary will 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 disability leave.

Section 10. Military Leave: Military Leave shall be granted pursuant to applicable law. Reference MS 192.26 and Federal Statute 5 U.S.C. 6323.

Section 11. Eligibility: The leaves of absences provided in this article will not be available for teachers employed as substitute teachers, provided, however, that those substitute teachers who are employed under a long-term substitute contract shall be eligible for sick leave on a prorated basis.

ARTICLE VII. HOURS OF SERVICE

Section 1. Basic Day: The basic teacher's day, inclusive of lunch, shall be eight (8) hours.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of that building. Specific hours for each building will be determined by the School Board.

Section 3. Additional Activities: In addition to the basic school day, teachers may be required to reasonably participate in School District activities beyond the basic teacher's day.

Section 4. Preparation Time: Statutory language applies. Reference MS 122A.50.

ARTICLE VIII. LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: The School Board shall establish the number of school days and teacher duty days for each school year, and each teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school, and pursuant to such authority, has determined to conduct school.

Section 2. Length of School Year: The length of each school year during the term of this Agreement will not be more than 184 days (174 student days).

Section 3. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other emergency, the School District reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the School Board or its designated representative shall determine, except that the first school day missed for severe weather shall not be made up, nor shall the teachers' pay be deducted.

Subd. 2. In the event of an energy shortage, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day as the School District shall determine but with the understanding that the total number of hours shall not be increased.

Subd. 3. Prior to modifying the scheduled length of the school day pursuant to Subd. 2. hereof, or scheduling more than two (2) make-up days pursuant to Subd. 1. hereof, the School District shall afford to the Exclusive Representative the opportunity to meet and confer on such matter.

Subd. 4. When emergency closings occur, teachers may leave after student busses have departed. Teachers shall not suffer any loss of salary, benefits, seniority, and other advantages because of the closing. Teachers shall not be required to make up the time.

ARTICLE IX . GRIEVANCE PROCEDURES

Section 1. Grievance: A grievance is a claim by a teacher or the Exclusive Representative that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement and may be processed as a grievance as hereinafter provided.

Section 2. Representative: The Exclusive Representative, the grievant, the administration, or the School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Definitions:

Subd. 1. The parties, by mutual written agreement, may waive any step and extend any time limits in this grievance procedure.

Subd. 2. Reference to days regarding time periods in this procedure shall refer to “working days”, unless otherwise indicated herein. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Subd. 4. “Exclusive Representative” means Education Minnesota/YME or its designee.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the building principal, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within forty (40) days after the date the 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.

Section 5. Adjustment of Grievance:

Subd. 1. In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with his/her building principal either personally or accompanied by the Exclusive Representative.

Subd. 2. If, as a result of the informal discussion with the building principal, a grievance still exists, the grievant may invoke the formal grievance procedure through the Exclusive Representative on the form set forth in Appendix A, signed by the grievant and the Exclusive Representative, which form shall be available from the representative in each building or the school office. A copy of the grievance form shall be delivered to the building principal and the Superintendent. Within five (5) days of receipt of the grievance, the building principal shall meet with the Exclusive Representative in an effort to resolve the grievance. The building principal shall give an answer to the grievance, in writing, within five (5) days of such meeting and shall furnish a copy thereof to the Exclusive Representative.

Subd. 3. If the grievant is not satisfied with the answer to the grievance or if no answer has been given within five (5) days of such meeting, or ten (10) days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent within five (5) days. Within five (5) days of receipt of the grievance, the Superintendent or the Superintendent’s designee shall meet with the grievant on the grievance and shall give an answer to the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Exclusive Representative.

Section 6. School Board Review: The School Board or its designee, reserves the right to review any decision issued in Subd. 2. or 3. above provided the School Board or its representative notifies the Exclusive Representative, in writing, of its intention to review, within five (5) days after the 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. If the School Board chooses to review a decision, it will do so no later than its next regular meeting or two (2) calendar weeks from the date of the decision made in Subd. 2. or 3., whichever shall be later. A written response to the grievance by the School Board shall be made no later than seven (7) calendar days thereafter. A copy of such response shall be furnished to the Exclusive Representative. If the grievant is not satisfied with the School Board’s response to the grievance, or if no answer has been given within the period provided, the grievance may be submitted to arbitration before an impartial arbitrator as provided in Section 8. below.

Section 7. Appeal: If the grievant is not satisfied with the answer to the grievance by the Superintendent or the Superintendent’s designee, or if no answer has been given within five (5) days of meeting with the

Superintendent or the Superintendent's designee or ten (10) days from the date of filing the grievance with the Superintendent, the grievant may appeal the grievance to the School Board by filing a written copy thereof with the clerk or other designee of the School Board within five (5) days. The School Board, upon receipt of the grievance, but no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the grievant on the grievance. A written response to the grievance by the School Board shall be made no later than seven (7) calendar days thereafter. A copy of such answer shall be furnished to the Exclusive Representative.

Section 8. Arbitration Procedures: If the Exclusive Representative is not satisfied with the response to the grievance by the School Board, or if no answer has been given within the period above provided, the grievance may be submitted, within five (5) days, to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected through the PELRA. Both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue to be arbitrated. The arbitrator shall have no power to alter, add to, or subtract from the express terms of this Agreement. The proceeding before the arbitrator is subject to the limitations of arbitration decisions as provided by the PELRA. The fees and expenses of the arbitrator shall be shared equally by both parties.

Subd. 1. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the School Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Subd. 2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 9. Reprisals: No reprisals of any kind will be taken by the School Board against any grievant because of the grievant's participation in this grievance procedure.

Section 10. Election of Remedies and Waiver: A grievant 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 also constitute a grievance under this Contract, shall immediately be deemed to have waived any and all rights to pursue a grievance under this article. Upon instituting and proceeding in another forum as noted above, the grievant shall be deemed to waive the right to initiate a grievance pursuant to this article or, if the grievance is already pending, the right to pursue it further. This section shall not apply to actions to compel arbitration or to enforce the award of an arbitrator.

ARTICLE X. UNREQUESTED LEAVE OF ABSENCE AND SENIORITY

Section 1. Purpose: The purpose of this article is to implement the provisions of MS 122A.40, Subd 10, which, when adopted, shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of School Districts.

Section 2. Definitions:

Subd. 1. For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 2. "Teacher" shall mean those members of the unit as defined by the PELRA and this Agreement, except the provisions of this article shall not be applicable to any bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subdivision 1.

Subd. 3. “Qualified” shall mean a teacher who:

1. possesses a valid state license to teach in Minnesota;
2. has a major in the area of a license(s) or;
3. has successfully had teaching experience in such license(s) within the last five years in the School District.

Subd. 4. “Seniority” means continuing contract, qualified teachers commencing with the first day of actual service in the School District and shall exclude probationary teachers and those teachers who are acting incumbents for teachers on authorized military or other similar leave of absences. A seniority list shall be updated in accordance with the provisions of Section 6 on an annual basis.

Part-time teachers shall not be able to displace junior full-time teachers. A part-time teacher may claim a vacant position. Provided, however, that part-time teachers who have non-interrupted service in the School District system that employed them prior to the interdistrict cooperation and who previously taught full-time for the School District system that employed them before interdistrict cooperation shall be able to displace junior, full-time teachers and shall be able to claim vacant full-time positions.

In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to MS 122A.40, but whose employment was subsequently reinstated at the beginning of the next school year by action of the School Board and the teacher, without interruption of regular service, shall retain his/her original seniority date.

Subd.5: “School Board” means the local governing board of the School District.

Section 3. Unrequested Leave of Absences:

Subd. 1. The School Board may place on unrequested leave of absence, for a period not exceeding five (5) calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the School Board.

Subd. 2. Teachers to be placed on unrequested leave of absence shall be entitled to the notice and hearing rights specified in MS 122A.40. Notice of intention to place a teacher on unrequested leave shall also be given to the President of the Association.

Subd. 3. Teachers shall be placed on unrequested leave of absence in inverse order of seniority and qualified licenses. No teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority.

Subd. 4. If there is a reduction that affects teachers with identical seniority, the tie shall be broken based upon the following criteria used in sequence until the tie is broken:

1. The higher total of additional credits or higher lane placement shall create greater seniority.
2. The higher total number of years of experience in the School District shall create greater seniority.
3. The lowest file folder number shall create greater seniority.

Subd. 5. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under the law for such compensation, and such a leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 4. Realignment: Nothing in this article, for purposes of placement on unrequested leave of absence or recall therefrom, shall require the School Board to reassign a senior teacher to a different subject matter category to accommodate the seniority claims of a junior teacher; nor shall it require the

School Board to assign a senior teacher to a substantially different grade level assignment. For purposes of this section, a substantially different grade level assignment shall mean an assignment between kindergarten through the sixth grade or seventh grade through the twelfth grade.

Section 5. Reinstatement:

Subd. 1. No new teacher shall be employed by the School District while any qualified teacher is on unrequested leave of absence. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave or any other available position in the school district in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in the inverse order in which teachers were placed on unrequested leave.

Subd. 2. When placed on unrequested leave, a teacher shall file his/her name and address with the School District to which any notice of reinstatement or availability of position shall be mailed by certified mail. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein.

Subd. 3. If a position becomes available for a qualified teacher on unrequested leave, the School District shall notify such teacher, by certified mail, who shall have ten (10) days from the date of receipt of such notice to accept the reemployment. Failure to reply in writing within such ten (10) day period shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement, and the teacher shall forfeit any future reinstatement of employment rights. The School District shall then offer a contract to the next senior, qualified teacher on unrequested leave of absence who has specified in writing a desire to accept the position.

Subd. 4. Reinstatement rights shall automatically cease five (5) years from the date the unrequested leave of absence was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School District and the qualified teacher.

Subd. 5. Teachers on unrequested leave shall remain eligible for all benefit plans, subject to the approval of the insurance carrier, but must pay the entire premium to the School District during the period of such leave. The School District's contribution towards fringe benefits for teachers placed on unrequested leave shall be maintained until September 1st following the placement of such teacher on unrequested leave.

Section 6. Establishment of Seniority List:

Subd. 1. By October 15 of each year, the School District shall cause a seniority list (by name, date of employment, qualifications, and license) to be prepared from its records. It shall thereupon post such list in an official place in each schoolhouse of the district. A copy shall also be sent to the President of the Association and will be made available to all teachers.

Subd. 2. Any person whose name appears on such list and who may disagree with the finding of the School Board and the order of seniority in said list shall have ten (10) days from the date of posting to supply written documentation, proof and request for seniority change to the School Board. Within ten (10) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and shall make a final seniority list. By October 15, the School District shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, or other cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Subd. 3. Any new licenses obtained by a teacher must be filed in the office of the Superintendent prior to February 1 if they are to be considered for that year's reduction, if any. Any license filed on February 1 or thereafter shall not be considered for purposes of reinstatement from unrequested leave of absence.

Section 7. Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined therein and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreements or any Master Agreements affecting such licensed employees.

Section 8. Procedure: Any challenge by a teacher who is proposed for unrequested leave of absence or recall therefrom shall be subject to the hearing and review procedures as provided in M.S. 122A.40 and, therefore shall not be subject to the grievance procedure.

ARTICLE XI: DEFERRED COMPENSATION

Section 1. Determining Eligibility to Qualify for Retirement Options: Teachers are eligible for deferred compensation upon retirement provided they meet the criteria of one or more of the following components: he/she must have been employed in the State of Minnesota and: 1) has not less than fifteen (15) years of allowable service as defined by the Minnesota Teacher's Retirement Association and has or will attain the age of fifty-five years as of June 30 in the school year during which he/she submits a resignation, or 2) has at least thirty years of allowable service as defined by the Minnesota Teachers' Retirement Association, or 3) as a full-time teacher has completed twenty years of professional service in School Districts No. 892, 893, 894, 2183 and 2190. A teacher must retire and be eligible to begin drawing TRA benefits to qualify for deferred compensation.

Teachers enrolled under a deferred compensation School District match plan prior to September 1, 1995, may be eligible to receive a total district match toward a 403(b) plan up to \$19,500 as outlined in Section 2, Subd. 3. All other teachers employed may be eligible to receive a total School District match toward a 403(b) of up to \$22,500. Part-time teachers will be eligible for a prorated match dependent upon their annual percentage of full-time employment.

Subd. 1. In order to start receiving a maximum School District match for the deferred compensation, teachers may begin making their personal contributions at the beginning of their fifth year of service in the School District. Teachers who choose not to start making contributions at the beginning of their fifth year of service agree to forego the School District's match in those years in which they were eligible and chose not to participate. Those years may not be made up at a later date.

Subd. 2. In all of the options outlined, upon retirement, a teacher must provide the School District with written notice of resignation by ~~April 1~~May 1 of the school year at the end of which the resignation will be effective. If the teacher resigns effective during the school year, written notice of the resignation must be provided to the School District at least 90 days before the effective date of the resignation. A teacher terminated pursuant to MS 122A.40, Subd. 9 and 13, shall not be granted severance pay.

Section 2. Deferred Compensation 403(b) Option: Any teacher is eligible to participate in the deferred compensation match plan provided he/she is willing to contribute a match to a School District contribution as follows:

Subd. 1. Teachers enrolled in the deferred compensation School District match after September 1, 1995 may receive a match according to the schedule listed below. Years of service to the School District must be continuous years of employment. Continuous years of employment include teachers who are on Unrequested Leave of Absence.

Years of Service to School Districts No. 892,
No. 893, No. 894, No. 2183 and No. 2190:

Annual Employer Match:

0-4 years	\$0,
5-13 years	\$800,
14-25 years	\$1,200,
26 th year	\$900.

Subd. 2. This subdivision applies only to teachers who meet the following criteria: 1) they were employed prior to September 1, 1995; 2) they are eligible for a retirement option in accordance with Section 1. above; 3) they have chosen the deferred compensation retirement option; and 4) prior to the 1999-2000 school year they were not previously enrolled in the deferred compensation School District match plan. If the District's total contribution to such a teacher's deferred compensation plan is less than the maximum School District match of \$22,500 (calculated based on years of service), the teacher is eligible to receive the balance of the teacher's calculated maximum School District match, to be placed in the Minnesota Post Retirement Health Care Savings Plan (PRHCSP) established under Minn. Statutes, 352.98 and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. If a teacher dies subsequent to the last teacher duty day, but prior to receiving his/her balance of the maximum School District match, such payment shall be made to his/her designated individual(s) or to his/her estate.

Subd. 3. Beginning with the 2005-2006 school year, teachers enrolled in the deferred compensation School District match plan prior to September 1, 1995, will receive a prorated match of \$1,200 based on their annual employment status until they reach the maximum School District match of up to \$19,500.

Subd. 4. This Subdivision applies only to teachers who meet the following criteria: 1) they were employed prior to September 1, 1995; 2) they are eligible for a retirement option in accordance with Section I. above; 3) they have chosen the deferred compensation retirement option; and 4) they were enrolled in the deferred compensation match plan prior to September 1, 1995. If the School District's total contribution to such a teacher's deferred compensation plan is less than the maximum School District match of \$19,500 (calculated based on years of service), the teacher is eligible to receive the balance of the teacher's calculated maximum School District match to be placed in the Minnesota Post Retirement Health Care Savings Plan (PRHCSP) established under Minn. Statutes, 352.98 and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. If a teacher dies subsequent to receiving his/her balance of the maximum School District match, such payment shall be made to his/her designated individual(s) or to his/her estate.

Subd. 5. The plan year extends from September 1 through August 31. Teachers not matching the maximum School District contribution on an annual basis will forfeit that portion of the School District match not utilized. Part-time teachers will be eligible for a prorated School District match based upon the annual percentage of full-time employment.

Subd. 6. Teachers shall indicate on the enrollment form which of the School District approved providers they have selected and authorize the School District to withhold their matching contribution. The deadline date for the designation of a 403(b) carrier and the amount of the teacher contributions is September 1st.

Subd. 7. If a teacher is on authorized, unpaid leave for all or a portion of an entire school year and receives no portion of his/her annual salary, he/she does not have the right to participate in the deferred compensation plan. A teacher receiving no portion of his/her annual salary cannot authorize withholding of his/her matching contribution; therefore, the School District will make no contribution.

Subd. 8. If a teacher is on an authorized, sabbatical leave and receives a half (0.5) salary for the year as allowed pursuant to this Master Agreement, then the teacher will be granted half (0.5) the district contribution match toward his/her 403(b) deferred compensation School District match plan for that year, based on his/her present years of service to the School District under Subd. 1. or 3. of Section 2 above.

Section 3. Payment of Health Insurance Benefits after Retirement:

Subd. 1. All teachers hired prior to June 30, 2012 remain eligible for a single insurance benefit of \$200.00 per month upon retirement until eligible for Medicare.

Subd. 2. Any teacher terminated pursuant to Mn. Statute 122A.40, Subd. 9 and 13, shall not be eligible to receive payment toward insurance premiums under this section.

ARTICLE XII. GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. School District Approved Insurance Plans:

Subd. 1. Long-Term Disability Coverage: The School District teacher who qualifies for and is enrolled in the School District long-term disability plan (LTD). The LTD premium will be paid by the teacher, but the amount of the School District's contribution will be added to each teacher's salary.

Subd. 2. Health and Hospitalization Coverage: The School District shall contribute a sum up to \$5,050 (\$420.83 per month) for individual coverage and \$6,400 (\$533.33 per month) for dependent coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan during this school year. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction. Teachers employed less than 8 hours/day or for less than the total number of contracted days shall receive contributions on a prorated basis.

Subd. 3. Life Insurance Coverages: The School District shall contribute a sum of up to \$81.00 per year (\$6.75/month) toward the premium for individual or dependent basic term life insurance coverages for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District basic term life insurance program. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction. Teachers employed less than 8 hours/day or for less than the total number of contracted days shall receive contributions on a prorated basis.

Subd. 4. Dental Insurance Coverages: The School District shall contribute a sum of up to \$480 per year (\$40 per month) toward the premium for individual and dependant coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District dental plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction. Teachers employed less than 8 hours/day or for less than the total number of contracted days shall receive contributions on a prorated basis.

Section 3. Claims Against the School District: The School District's only obligation is to purchase these insurance policies 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 4. Duration of Insurance Contribution: A teacher is eligible for School District contributions as provided in this article as long as the teacher is employed by the School District. Upon termination of employment, all School District contributions shall cease except that the contribution for teachers who complete the school year shall be continued to the following September 1st.

ARTICLE XIII. TEACHER DISCIPLINE

Section 1. Definition: A teacher may be disciplined only for just cause. Disciplinary action may include the following:

1. oral reprimand,
2. written reprimand,
3. suspension with or without pay,
4. withholding of a scheduled salary increase, and/or
5. discharge.

Section 2. Severity: The severity of the disciplinary action chosen by the School District shall be commensurate to the seriousness of the teacher's misconduct or failure to act, in the sole judgment of the School District. The School District is not required to follow progressive discipline.

Section 3. Review: Disciplinary action is subject to review through the grievance procedure, subject to the provisions of M.S. 122A.40.

Section 4 Suspension: The School District shall not propose suspension of any teacher without just cause. The Exclusive Representative, with the consent of the affected teacher, shall have the right to take up the suspension at the Superintendent's level of the grievance procedure, and the matter shall be handled in accordance with this procedure if so requested by the Exclusive Representative.

ARTICLE XIV. SCHOOL DISTRICT PEER REVIEW

Section 1. Introduction: Minnesota Statute 122A.40, subdivisions 6 and 8 provide that a School Board and the Exclusive Representative shall develop a peer review process for continuing contract teachers and probationary teachers through joint agreement. This article is intended by the parties to fulfill the statutory peer review requirements.

Section 2. Purpose: The purpose of this article is to improve the instructional effectiveness of all teachers covered by this article. Any written or oral review of a teacher's performance, subject to the terms of this article, shall be used only for improving the instructional effectiveness of the teacher reviewed. In no case may said review form the basis for any disciplinary action, nor shall it be used to judge the competency of any teacher, nor shall it be used for any defense. Any review will become the property of the teacher reviewed.

Section 3. Committee: The School District-wide committee, charged with peer review, shall consist of four members, two elementary teachers and two secondary teachers. All members shall be teachers selected by the Exclusive Representative. For the duration of this article, the members of the peer review committee will be four teachers from the Yellow Medicine East staff development committee. The number of classroom observers selected by the committee shall be dependent upon the needs of individual buildings within the district.

All committee members and classroom observers shall receive training, at least annually, in appropriate techniques to determine effective classroom teaching skills, in the skills necessary to become effective observers including, but not limited to conferencing skills, listening skills, and conflict resolution. The School District-wide peer review committee shall develop the process necessary to conduct a peer review and a classroom observation. All teachers shall receive a copy of the review process and shall receive inservice training, conducted by the committee, on the process prior to any classroom observations taking place.

The training component will be determined by the School District-wide peer review committee and will be paid for by the School District via the staff development budget.

Section 4. Peer Review Activities: Each building site will choose the peer review activities appropriate for its building needs. Peer review activities which may be implemented at the building site may include, but are not limited to, the following:

1. Paired peer review for teachers. The peer review committee facilitates the link-up of teachers two by two, each pair working together throughout the year as a mini team, doing joint planning, observing one another's classes, reflecting, sharing insights, and translating ideas into future lessons.

Note: this model can be as simple as two people working out their own plans, or it could involve planned workshop participation in which specific instructional behaviors, which are research based, are brought into the review process by the paired individuals.

2. Teamed peer review for teachers. The peer review committee facilitates the link-up of teachers in teams of three or more, each team working together throughout the year as a mini-team doing joint planning, observing one another's classes, reflecting, sharing insights, and translating ideas into future lessons.

Section 5. Observations: All observers shall conduct all observations in person during the working day. Observers shall not be required to use their preparation time to conduct observations. Substitute teachers may be hired to facilitate these observations. Each building site will coordinate observations with building principals to maximize use of substitute teacher time. These observations are not to be a replacement for the teacher evaluation requirements provided for in the School District policy, nor may it be used as an evaluative tool for any disciplinary or job status decisions provided for in M.S.122A.40, nor as a defense for any disciplinary or job status decision.

Section 6. Compensation: Meetings of the School District-wide peer review committee shall be conducted outside the normal workday. All committee members shall be compensated at the rate of \$30.00 per diem plus mileage.

Section 7. Accountability: The committee will give an annual report to the School Board indicating the type of peer review activities and a subjective assessment of the peer review effectiveness.

Section 8. Budget: A peer review line item within the staff development budget of \$3,000 per year may be utilized by the School District-wide peer review committee for activities within this article. Flexibility of budget for training will be assured for development of a quality program.

ARTICLE XV. EARLY CHILDHOOD FAMILY EDUCATION TEACHERS

Section 1. Statutory Considerations: Pursuant to M.S. 122A.26, an Early Childhood Family Education (ECFE) teacher who teaches in an early childhood and family education program which is offered through a community education program which qualifies for community education aid or ECFE aid must meet licensure requirements as a teacher. However, M.S. 122A.26 specifically provides that such licensure shall not be construed to bring such ECFE teacher within the definition of a teacher for purposes of M.S. 122A.40, Subdivision 1.

Section 2. Application of Agreement: The employment of ECFE teachers is unique and market driven and, accordingly, requires particular consideration in the Agreement because of this unique employment relationship.

Section 3. Probationary Period: The probationary period for ECFE teachers shall be three (3) school years of continuous service. Upon completion of the probationary period, an ECFE teacher may be suspended or discharged only for just cause, and such ECFE teacher shall have access to the grievance procedure.

Section 4. Layoff and Recall: ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District. ECFE teachers shall be laid off and recalled within order of seniority with other ECFE teachers.

Section 5. Compensation: ECFE teachers shall be compensated pursuant to the following schedule:

	<u>2009-20102011-2012 School Year</u>	<u>2010-20112012-2013 School Year</u>
Years 1 & 2	\$26.79	\$26.79
Years 3 & 4	\$27.66	\$27.66
Years 5 & Over	\$28.59	\$28.59

Section 6. Applicable Sections of the Master Agreement: ECFE teachers shall be covered by the following sections of the Master Agreement listed below. They are not covered by the other Agreement articles not listed here.

- Article I, Purpose
- Article II, Recognition of Exclusive Representative
- Article III, Definitions
- Article IV, School District Rights
- Article V, Teacher Rights
- Article IX, Grievance Procedure
- Article XIII, Teacher Discipline
- Article XIV, Duration

Section 7. Hours of Service, Duty Day, Duty Week, and Duty Year: Recognizing the unique, changing, and irregular nature of the ECFE program, hours of service, duty day, duty week, and duty year shall be as assigned by the School District and modified from time to time based upon the needs of the program.

Section 8. Director Benefit: The Director of the Early Childhood Family Education programs shall receive a health insurance benefit of \$200.00 per month.

Section 9. Personal Day: Staff shall be entitled to one personal day per year and be paid for up to 5 hours of work or the average number of hours worked each day during that session, whichever is less. Requests for personal leave must be made in writing to the Community Education Director at least three days in advance, except in the event of an emergency. No more than one ECFE staff person may be granted personal leave for the same day. In the event of multiple applications for the same day, the day will be granted to the person making the earliest application.

Section 10. Disability Leave: Staff shall be entitled to four days per year cumulative to 10 days, and be paid for up to 5 hours of work or the average number of hours worked each day during that session, whichever is less.

1. Disability leave with pay shall be allowed whenever the absence is found to have been due to the staff person's illness or disability which prevented them from being at work or performing duties on that day(s).
2. Staff will be allowed to use sick leave to care for a sick child, under the same conditions they are allowed disability leave for their own personal illness.

ARTICLE XVI. DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, ~~2009-2011~~ through June 30, ~~2011-2013~~, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, ~~2011-2013~~, it shall give written notice of such intent to the other party no later than May 1, ~~2011-2013~~. Unless otherwise mutually agreed, the parties shall, on each odd-numbered year, commence negotiations for the purpose of entering into a successor Agreement before the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative. 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.

Section 3. 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.

ARTICLE XVII. BASIC SCHEDULES AND RATES OF PAY

Section 1. ~~2009-2011-2013~~ Salary Schedules: The wages and salaries reflected in the schedules attached

hereto, shall be a part of the Agreement for the ~~2009-2011-2013~~ school years.

Section 2. Status of Salary Schedule: The salary schedules are not to be construed as a part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to the commencement of school in ~~2011-2013~~, a teacher shall be compensated according to the last individual employment contract executed between the teacher and the School District until such time as a successor Agreement is executed and fully implemented.

Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

Subd. 1. Semester credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the School Board.

Subd. 2. To apply on the salary schedule, credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of B or higher.

Subd. 3. All credits, in order to be considered for application on the salary schedule, must be approved by the Superintendent in writing prior to the taking of the course.

Subd. 4. At the time a block of credits are considered for a lane change, no credits more than seven (7) years old will be counted toward the lane change.

Subd. 5. All credits counted toward lane changes beyond the BA lane must be earned after a teacher has received the BA degree. All credits counted toward lane changes after the MA degree must be earned after a teacher has received the MA degree.

Subd. 6. Individual employment contracts will be modified to reflect qualified lane changes twice every year as follows:

1. The salary increase resulting from a lane change shall be effective at the beginning of the school year providing a transcript of qualified credits is submitted to the Superintendent's office no later than September 15th of each year. Credits submitted by transcript after September 15th but before

February 15th even though otherwise qualifying, shall not be considered until February 15th.

2. The salary increase resulting from a lane change shall be effective on February 15th providing a transcript of qualified credits is submitted to the Superintendent's office no later than February 15th of each year. Credits submitted by transcript after February 15th even though otherwise qualifying, shall not be considered until the following school year.

3. Requests for lane changes must be made in writing according to the dates listed above.

Subd. 7. Teachers employed in the School District prior to July 1, 2005 and placed on the then existent BA+75 lane shall be provided the MA lane negotiated increase for the remainder of their tenure in the School District. Any teacher eligible to move to the then existent BA+75 lane during the 2005-2006 school year will also be provided the MA lane negotiated increase for the remainder of their tenure in the School District.

Subd. 8. A teacher shall be paid on the master's degree lane or higher degree lane only if the degree program is germane to the teaching assignment as approved by the School Board and the degree program is approved in writing by the Superintendent in advance.

Subd. 9. Notwithstanding the other provisions of this article, a teacher may not be credited with more than ~~fifteen (15) quarter credits or~~ ten (10) semester credits toward a lane change in any single fiscal year, allowing teachers to advance one lane only in a given year. However, a teacher who has completed a pre-approved master's program and has forwarded the required documentation to the District office, shall be allowed to move directly to the MA lane pursuant to Subd. 6 above.

A teacher on sabbatical leave shall be an exception to this restriction. A teacher on sabbatical leave shall receive salary schedule credit for all credit hours earned during the leave that meet the criteria established in this section.

Subd. 10. A newly hired teacher shall be placed on such step of the salary schedule as agreed upon between the School District and the teacher. Teachers may be given up to six (6) years of outside experience on the salary schedule. The School District may, in its sole discretion, compensate teachers in the bargaining unit above the scheduled salary as provided herein.

Subd. 11. A teacher must be employed and be paid for a minimum of 90 days in a school year to qualify for a salary step advancement.

Subd. 12. Legislative amendments relative to teacher retirement make it possible for school districts to rehire retired teachers who are drawing their full pensions. A retired teacher who is hired by the School District will:

1. be placed on Step I of the BA lane of the negotiated salary schedule. The School District reserves the right to negotiate a salary higher than that of Step 1 of the BA Lane for hard to fill positions.
2. continue to receive the health insurance benefit that was negotiated at the time of their retirement. Retired teachers from other school districts will receive no health insurance benefit.
3. not be eligible to participate in the deferred compensation School District match plan or to receive any other retirement benefits made available to other teachers.
4. be eligible to receive the leaves of absence as negotiated in the Agreement.
5. be employed for a period of not more than one year.
6. willingly waive his or her rights to tenure and acknowledges that the district reserves the right to terminate his or her employment at the end of any school year.

The teacher's individual contract will be modified to include language which states (1) that the retired teacher has had the opportunity to talk with his/her attorney relative to waiving his/her statutory rights to

tenure, (2) that the retired teacher understands statutory rights to tenure, and (3) that the retired teacher willingly agrees to waive those statutory rights.

Subd. 13. Substitute teachers shall be compensated pursuant to School District policy. When a regularly employed teacher substitutes for another regularly employed teacher, the compensation rate per hour shall be the same as the current substitute pay.

Subd. 14. Title I teachers shall be paid according to the following schedule:

	2009-2010 2011-2012 School Year	2010-2011 2012-2013 School Year
Years 1 & 2	\$26.79	\$26.79
Years 3 & 4	\$27.66	\$27.66
Years 5 & Over	\$28.59	\$28.59

Subd. 15. The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and/or actually being paid for.

Subd. 16. Part-time teachers required to attend conferences and all-day inservice days with the supervising principal's written approval will receive prorated pay for the extra required hours.

2011-2012 SALARY SCHEDULE

<u>STEP</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>BA+40</u>	<u>MA</u>	<u>MA+10</u>
<u>1</u>	<u>31,591</u>	<u>32,537</u>	<u>33,515</u>	<u>34,519</u>	<u>35,556</u>	<u>36,799</u>	<u>38,051</u>
<u>2</u>	<u>32,537</u>	<u>33,515</u>	<u>34,519</u>	<u>35,556</u>	<u>36,622</u>	<u>37,903</u>	<u>39,191</u>
<u>3</u>	<u>33,515</u>	<u>34,519</u>	<u>35,556</u>	<u>36,622</u>	<u>37,721</u>	<u>39,041</u>	<u>40,367</u>
<u>4</u>	<u>34,519</u>	<u>35,556</u>	<u>36,622</u>	<u>37,721</u>	<u>38,853</u>	<u>40,212</u>	<u>41,578</u>
<u>5</u>	<u>35,556</u>	<u>36,622</u>	<u>37,721</u>	<u>38,853</u>	<u>40,018</u>	<u>41,418</u>	<u>42,826</u>
<u>6</u>	<u>36,622</u>	<u>37,721</u>	<u>38,853</u>	<u>40,018</u>	<u>41,218</u>	<u>42,661</u>	<u>44,111</u>
<u>7</u>	<u>37,721</u>	<u>38,853</u>	<u>40,018</u>	<u>41,218</u>	<u>42,454</u>	<u>43,940</u>	<u>45,434</u>
<u>8</u>	<u>38,853</u>	<u>40,018</u>	<u>41,218</u>	<u>42,454</u>	<u>43,729</u>	<u>45,259</u>	<u>46,796</u>
<u>9</u>	<u>40,018</u>	<u>41,218</u>	<u>42,454</u>	<u>43,729</u>	<u>45,041</u>	<u>46,617</u>	<u>48,199</u>
<u>10</u>	<u>41,218</u>	<u>42,454</u>	<u>43,729</u>	<u>45,041</u>	<u>46,392</u>	<u>48,015</u>	<u>49,646</u>
<u>11</u>	-	<u>43,729</u>	<u>45,041</u>	<u>46,392</u>	<u>47,783</u>	<u>49,457</u>	<u>51,135</u>
<u>12</u>	-	<u>45,041</u>	<u>46,392</u>	<u>47,783</u>	<u>49,217</u>	<u>50,938</u>	<u>52,669</u>
<u>13</u>	-	<u>46,392</u>	<u>47,783</u>	<u>49,217</u>	<u>50,694</u>	<u>52,467</u>	<u>54,249</u>
<u>14</u>	-	<u>48,070</u>	<u>49,735</u>	<u>51,227</u>	<u>52,764</u>	<u>54,609</u>	<u>56,747</u>
<u>Career</u>	<u>51,670</u>	<u>52,759</u>	<u>54,817</u>	<u>56,461</u>	<u>58,154</u>	<u>60,186</u>	<u>62,832</u>
<u>Stipend</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>

The salary schedule matrix is adjusted as follows:

1. The schedule matrix reflects a salary adjustment in the BA lane for the last step. However, for all teachers who had not reached the 10th step by the 2002-2003 fiscal year, the schedule is capped at ten years. Further advancement through the salary schedule, after the BA 10 step, must occur by changing lanes of advanced credits.
2. Notwithstanding the foregoing schedule, the two teachers employed in the School District as the Elementary Physical Education Instructor hired September 3, 1987, and the senior high Spanish instructor hired August 28, 1990, who would be affected by the 10 step cap of the BA lane shall

be provided the negotiated increase in salary and career increment for the remainder of tenure in the School District.

3. Lane advancement for qualifying teachers.

Teachers employed for summer work will receive \$575.00/week. Such employment will be at the discretion of the School Board.

All teachers who work at extra-curricular events and as bus chaperones will be paid at a rate of \$8.00/hour. Fractional parts of an hour will be paid to the next highest half-hour.

2012-2013 SALARY SCHEDULE

<u>STEP</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>BA+40</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>
<u>1</u>	<u>33,025</u>	<u>34,018</u>	<u>35,037</u>	<u>36,089</u>	<u>37,171</u>	<u>38,472</u>	<u>39,779</u>	<u>40,972</u>
<u>2</u>	<u>34,018</u>	<u>35,037</u>	<u>36,089</u>	<u>37,171</u>	<u>38,287</u>	<u>39,626</u>	<u>40,972</u>	<u>42,201</u>
<u>3</u>	<u>35,037</u>	<u>36,089</u>	<u>37,171</u>	<u>38,287</u>	<u>39,435</u>	<u>40,815</u>	<u>42,201</u>	<u>43,467</u>
<u>4</u>	<u>36,089</u>	<u>37,171</u>	<u>38,287</u>	<u>39,435</u>	<u>40,618</u>	<u>42,039</u>	<u>43,468</u>	<u>44,772</u>
<u>5</u>	<u>37,171</u>	<u>38,287</u>	<u>39,435</u>	<u>40,618</u>	<u>41,836</u>	<u>43,301</u>	<u>44,772</u>	<u>46,116</u>
<u>6</u>	<u>38,287</u>	<u>39,435</u>	<u>40,618</u>	<u>41,836</u>	<u>43,091</u>	<u>44,599</u>	<u>46,115</u>	<u>47,499</u>
<u>7</u>	<u>39,435</u>	<u>40,618</u>	<u>41,836</u>	<u>43,091</u>	<u>44,385</u>	<u>45,938</u>	<u>47,498</u>	<u>48,923</u>
<u>8</u>	<u>40,618</u>	<u>41,836</u>	<u>43,091</u>	<u>44,385</u>	<u>45,717</u>	<u>47,316</u>	<u>48,922</u>	<u>50,390</u>
<u>9</u>	<u>41,836</u>	<u>43,091</u>	<u>44,385</u>	<u>45,717</u>	<u>47,088</u>	<u>48,736</u>	<u>50,390</u>	<u>51,902</u>
<u>10</u>	<u>43,091</u>	<u>44,385</u>	<u>45,717</u>	<u>47,088</u>	<u>48,500</u>	<u>50,199</u>	<u>51,902</u>	<u>53,459</u>
<u>11</u>	=	<u>45,717</u>	<u>47,088</u>	<u>48,500</u>	<u>49,956</u>	<u>51,702</u>	<u>53,460</u>	<u>55,063</u>
<u>12</u>	=	<u>47,088</u>	<u>48,500</u>	<u>49,956</u>	<u>51,454</u>	<u>53,254</u>	<u>55,063</u>	<u>56,715</u>
<u>13</u>	=	<u>48,791</u>	<u>50,481</u>	<u>51,996</u>	<u>53,556</u>	<u>55,428</u>	<u>57,598</u>	<u>59,326</u>
<u>Career</u>	<u>52,445</u>	<u>53,551</u>	<u>55,639</u>	<u>57,308</u>	<u>59,026</u>	<u>61,089</u>	<u>63,775</u>	<u>65,688</u>

The salary schedule matrix is adjusted as follows:

1. The schedule matrix reflects a salary adjustment in the BA lane for the last step. However, for all teachers who had not reached the 10th step by the 2002-2003 fiscal year, the schedule is capped at ten years. Further advancement through the salary schedule, after the BA 10 step, must occur by changing lanes of advanced credits.
2. Notwithstanding the foregoing schedule, the two teachers employed in the School District as the Elementary Physical Education Instructor hired September 3, 1987, and the senior high Spanish instructor hired August 28, 1990, who would be affected by the 10 step cap of the BA lane shall be provided the negotiated increase in salary and career increment for the remainder of tenure in the School District.
- ~~3. Teachers do not advance a step for the 2010-2011 school year, except those who are in Step 14.5 (2009-2010), who will advance to Step 14+.~~
3. Lane advancement for qualifying teachers.
4. MA+20 lane is added for pre-approved graduate credits earned after July 1, 2012.
5. With the elimination of Step 1 from the 2011-2012 salary matrix, teachers will remain on the same numbered step for 2012-2013. Teachers on Step 14 of the 2011-2012 matrix move to the Career Step for 2012-2013.

Teachers employed for summer work will receive \$575.00/week. Such employment will be at the discretion of the School Board.

All teachers who work at extra-curricular events and as bus chaperones will be paid at a rate of \$8.00/hour. Fractional parts of an hour will be paid to the next highest half-hour.

Extra – Curricular Salary Schedule

- **The following factors were considered to determine proposed groupings:**
 1. Length of season.
 2. Number of students who participate.
 3. Liability.
 4. Spectator interest (pressure)
 5. Equipment & facilities duties.
 6. Preparation time
- **The % in each group is based off the BA Lane, steps 1-10 on the current salary schedule**

Group 1 @ 13%	Group 2 @ 11%	Group 3 @ 10%	Group 4 @ 9.25%	Group 5 @ 8%
Head Basketball Head Football Head Wrestling Head Volleyball	Head Softball Head Track Head Dance Head Baseball Head Softball	Head Tennis Head Cross Country Head Golf	Assistant Football Assistant Basketball Assistant Wrestling Assistant Volleyball	Assistant X-Country Assistant Track Assistant Baseball Assistant Dance Assistant Softball Assistant Golf Assistant Tennis Annual Concessions Instrumental Music Musical Director
Group 6 @ 6%	Group 7 @ 4.25%	Group 8 @ 3%	Group 9 @ 1.25%	
Junior High Athletic Coaches Vocal Music SH Math League SH Play Director 1 st Musical Assistant FFA Advisor Robotics (FIRST)	Intramural Director Sr. Knowledge Bowl Speech School Patrol Musical 2 nd Assistant Student Council One Act Play Lego League	Newspaper Mock Trial JH Knowledge Bowl Spanish Club JH Musical/Play Director Elementary Play Director Prom Advisor	National Honor Society Elem. Student Council JH Student Council JH Spelling Bee JH Geography Bee Science Club Advisor Drama Club Advisor	

2011-2012 Coaches/Advisors will be placed at the salary level closest to their salary on the 2010-2011 salary athletic/activity schedule. Coaches will advance one step each succeeding year until reaching step 10. A newly hired coach/advisor shall be placed on such step of the extra-curricular salary schedule as agreed upon between the School District and the coach/advisor. The coach/advisor may be given up to six (6) years of outside experience on the extra-curricular salary schedule. The School District reserves the right to negotiate a salary higher than that of Step 1 for experience or hard to fill positions.

EXTRA-CURRICULAR NOTES

1. "Years coaching" means years of coaching in the School District and in the particular sport.
2. "Years in assignment" means years working in the particular activity in the School District.
3. Years are accumulated regardless of transfer to a different level of responsibility.
4. The School District reserves the right to pay a head coach/supervisor/director above the schedule amount if necessary in order to secure replacements.
5. Elementary athletic activity supervisors will be paid \$393 per activity.
6. Extra-curricular pay shall be paid in three (3) equal installments during the season.
7. Pay for the summer band instruction (senior high and junior high) will be based on the hourly rate of pay from the BA Step 1 cell of the salary schedule.
8. Pay for the summer agriculture program will be based on the hourly rate of pay from the BA Step 1 cell of the salary schedule.

OFFICIALS FOR ATHLETIC EVENTS: Officials for athletic contests will be paid \$20.00 per event. (An event is a game in baseball, football, basketball, and softball and a match in volleyball.) Track workers and cross county workers will be taken off of the official's schedule, and those teachers will be paid according to the hourly extra-curricular work schedule @ \$8.00 per hour.

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

FOR:
The Exclusive Representative

FOR:
The School District

~~Kim Sandry, Co-President~~
~~Elaine Hauger, President~~

~~Elmo Volstad~~, School Board Chairperson
~~Grant Velde~~,

~~Mary Quick, Co-President~~

~~Jane Hagert~~, ~~Dawn Odegard~~, School Board Clerk

Steve Petrich, Head Negotiator

Dated this ____ day of _____, ~~2010~~-2012

APPENDIX
GRIEVANCE REPORT FORM

Grievance # _____

Received by:

Supervising Principal's Signature

Date

Submit a form to both Supervising
Principal and Superintendent

Superintendent's Signature

Date

School

Position

Name of Grievant

Date Filed

Section 5., Subd.

A. Date Cause of Grievance Occurred _____

B. 1. Article and Section of Master Agreement in question _____

2. Statement of Grievance _____

3. Relief Sought _____

Signature of Grievant

Date

Signature of Exclusive Representative

Date

(If additional space is needed in reporting, attach additional sheets)

C. Answer by Superintendent _____

Signature of Superintendent

Date

D. Position of Grievant _____

Signature of Grievant

Date

Section 5., Subd. 3

A. Answer received by Superintendent or designee _____

B. Answer of director or designee _____

Signature of Superintendent or Designee

Date

C. Position of Grievant _____

Signature of Grievant

Date

Section 7

A. Date received by Board of Education or designee _____

B. Answer by board or designee _____

Signature of Board or Designee

Date

C. Position of Grievant _____

Signature of Grievant

Date

Section 8

A. Date submitted to arbitration _____

B. Answer and award of arbitrator _____

Signature of Arbitrator

Date

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION DISCONTINUING AND REDUCING
EDUCATIONAL PROGRAMS AND POSITIONS**

WHEREAS, THE School Board of Independent School District No. 2190 adopted a resolution on February 13, 2012, directing administration to make recommendations for reductions in programs and positions, and

WHEREAS, said recommendations have been received and considered by the School Board,

BE IT RESOLVED, by the School Board of Independent School District No. 2190, as follows:

That the following programs and positions, or portions thereof, be discontinued:

1. 2.0 FTE Elementary Teachers
2. 1.0 FTE Secondary Social Studies Teacher
3. 1.0 FTE Secondary English Teacher
4. 1.0 FTE Secondary Business Teacher
5. 0.5 FTE HS Guidance Counselor
6. Paraprofessionals and Non-Non's – To be determined
7. Office Staff – To be determined
8. Administration – To be determined

The motion for the 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 voted against: _____

whereupon said recommendation was declared duly passed and adopted.

-April 9, 2012

Member [redacted] introduced the following resolution and moved its adoption:

**RESOLUTION RELATING TO THE TERMINATION AND NONRENEWAL
OF THE TEACHING CONTRACT OF [redacted],
A PROBATIONARY TEACHER.**

WHEREAS, [redacted] is a probationary teacher in Independent School District No. 2190.

BE IT RESOLVED, by the School Board of Independent School District No. 2190, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of [redacted], a probationary teacher in Independent School District No. 2190, is hereby terminated at the close of the current 2011-2012 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION AND NON-RENEWAL

NAME
ADDRESS
CITY, STATE ZIP

Dear NAME,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 2190 held on April 9, 2012, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2012-2013 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subdivision 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken because of the financial condition of the School District due to a decrease in enrollment.

Respectfully,

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 2190
YELLOW MEDICINE EAST

Dawn Odegard, Clerk

The motion for the adoption of the foregoing resolution was duly seconded by [redacted]

and upon vote being taken thereon, the following voted in favor thereof: [redacted]

and the following voted against the same: [redacted]

whereupon said resolution was declared duly passed and adopted.

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION PROPOSING TO PLACE _____
ON UNREQUESTED LEAVE OF ABSENCE**

BE IT RESOLVED by the School Board of Independent School District No. 2190, as follows:

1. That it is proposed that _____ a teacher of said School District, be placed on unrequested leave of absence without pay or fringe benefits, effective at the end of the 2011-2012 school year on June 30, 2012, pursuant to M.S. 122A.40, subd.11 and Article X, Section 3 of the current Master Agreement between the School District and the exclusive representative.
2. That said proposed placement on unrequested leave of absence is not the result of the implementation of an education district agreement.
3. That written notice be sent to said teacher regarding the proposed placement on unrequested leave of absence without pay or fringe benefits as provided by law and said notice shall include a date for hearing if requested and be in substantially the following form:

**NOTICE OF PROPOSED PLACEMENT ON UNREQUESTED LEAVE OF ABSENCE
AND NOTICE OF HEARING DATE, IF REQUESTED**

Dear _____:

You are hereby notified that at the regular meeting of the School Board of Independent School District No.2190 held on April 9, 2012, consideration was given to your placement on unrequested leave of absence without pay or fringe benefits as a teacher of Independent School District No. 2190, and a resolution was adopted by a majority vote of the Board, proposing your placement on unrequested leave of absence effective at the end of the 2011-2012 school year on June 30, 2012 pursuant to M.S. 122A.40, subdivision 11 and Article X, Section 3 of the current Master Agreement between the School District and the exclusive representative upon the grounds described in said statute and which are specifically as follows:

Financial Limitations

Your proposed placement on unrequested leave of absence is not the result of the implementation of an education district agreement.

Under the provisions of the law, you are entitled to a hearing before the School Board provided that you make a request in writing within fourteen days after receipt of this notice. If no hearing is requested within such period, it shall be deemed acquiescence by you to the School Board's proposed action.

If you desire a hearing, it will be held as soon as you can be heard. Please advise if such hearing is requested.

Yours very truly,

SCHOOL BOARD OF YELLOW MEDICINE EAST
INDEPENDENT SCHOOL DISTRICT NO. 2190

Dawn Odegard, Clerk

4. That each and all of the foregoing grounds of said notice are within the grounds for unrequested leave placement as set forth in M.S. 122A.40, subdivision 11 and Article X, Section 3 of the current Master Agreement between the School District and the exclusive representative and are hereby adopted as fully as though separately set forth and resolved herein.

The motion for the 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 voted against the same: _____

whereupon said resolution was declared duly passed and adopted.

101 LEGAL STATUS OF THE SCHOOL DISTRICT

I. PURPOSE

It is a primary principle of this nation that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

III. RELATIONSHIP TO OTHER ENTITIES

- A. The school district is a separate legal entity.
- B. The school district is coordinate with and not subordinate to the county(ies) in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT

- A. Funds
 - 1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools, and authority to manage

and expend such funds, subject to applicable law.

2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.

B. Raising Funds

1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.
2. The school district may issue bonds in accordance with the provisions of Minn. Stat. Ch. 475, or other applicable law.
3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minn. Stat. § 465.71 or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including

real property.

4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
2. The school district shall establish and apply the school curriculum.

F. Actions and Suits

The school district has authority to sue and to be sued.

Legal References: Minn. Const. art. 13, § 1
Minn. Stat. Ch. 123B (School Districts, Powers and Duties)
Minn. Stat. Ch. 179A (Public Employment Labor Relations)
Minn. Stat. § 465.035 (Conveyance or Lease of Land)
Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.64 (Rights, Powers, Duties of Political Subdivisions)
Minnesota Association of Public Schools v. Hanson, 287 Minn. 415, 178 N.W.2d 846 (1970)
Independent School District No. 581 v. Mattheis, 275 Minn. 383, 147 N.W.2d 374 (1966)
Village of Blaine v. Independent School District No. 12, 272 Minn. 343, 138 N.W.2d 32 (1965)
Huffman v. School Board, 230 Minn. 289, 41 N.W.2d 455 (1950)
State v. Lakeside Land Co., 71 Minn. 283, 73 N.W.970 (1898)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of School Board)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 705 (Investments)
MSBA/MASA Model Policy 706 (Acceptance of Gifts)
MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA Service Manual, Chapter 3, Employee Negotiations
MSBA Service Manual, Chapter 13, School Law Bulletin “F” (Contract and Bidding Procedures)

MSBA/MASA Reviewed: 1999

*Previous Adoption: April 13, 2009
Reviewed by Policy Committee: March 8, 2012
First Reading: April 9, 2012
Second Reading:
Adopted:*

101.1 NAME OF THE SCHOOL DISTRICT

I. PURPOSE

The purpose of this policy is to clarify the name of the school district.

II. GENERAL STATEMENT OF POLICY

Pursuant to statute, the official name of the school district is Independent School District No.2190. However, the school district is often referred to by other informal names. In order to avoid confusion and to encourage consistency in school district letterheads, signage, publications and other materials, the school board intends to establish a uniform name for the school district.

III. UNIFORM NAME

- A. The name of the school district shall be Yellow Medicine East, ISD 2190.
- B. The name specified above may be used to refer to the school district and may be shown on school district letterheads, signage, publications and other materials.
- C. In official communications and on school district ballots, the school district shall be referred to as Independent School District No. 2190, Yellow Medicine East, but inadvertent failure to use the correct name shall not invalidate any legal proceeding or matter or affect the validity of any document.

Legal References: Minn. Stat. § 123A.55 (Classes, Number)

Cross References:

102 EQUAL EDUCATIONAL OPPORTUNITY (Mandatory Policy)

I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

II. GENERAL STATEMENT OF POLICY

- A. It is the school district's policy to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation or age. The school district also makes reasonable accommodations for disabled students.
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- D. It is the responsibility of every school district employee to comply with this policy conscientiously.
- E. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Legal References: Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

103 COMPLAINTS – STUDENTS, EMPLOYEES, PARENTS, OTHER PERSONS

I. PURPOSE

The school district takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

II. GENERAL STATEMENT OF POLICY

- A. Students, parents, employees or other persons, may report concerns or complaints to the school district. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the principal or immediate supervisor of the receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the superintendent. A person may file a complaint at any level of the school district; i.e., principal, superintendent or school board. However, persons are encouraged to file a complaint at the building level when appropriate.
- B. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or followup procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the superintendent who shall determine whether an internal or external investigation should be conducted. In either case, the superintendent shall determine the nature and scope of the investigation and designate the person responsible for the investigation or followup relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.
- C. The appropriate administrator shall respond in writing to the complaining party concerning the outcome of the investigation or followup, including any appropriate action or corrective measure that was taken. The superintendent shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) or other law.

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

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 514 (Bullying Prohibition)
MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

104 SCHOOL DISTRICT MISSION STATEMENT

I. PURPOSE

The purpose of this policy is to establish a clear statement of the purpose for which the school district exists.

II. GENERAL STATEMENT OF POLICY

The school board believes that a mission statement should be adopted. The mission statement should be based on the beliefs and values of the community should direct any change effort and should be the basis on which decisions are made. The school board, on behalf of and with extensive participation by the community, should develop a consensus among its members regarding the nature of the enterprise the school board governs, the purposes it serves, the constituencies it should consider, including student representation, and the results it intends to produce.

III. MISSION STATEMENT

To create lifelong opportunities in a positive, inclusive environment where all individuals experience success as respectful, responsible, and productive citizens of a global community.

IV. REVIEW

The school board will review the school district's mission every two years, especially when members of the board change. The school board will conduct a comprehensive review of the mission, including the beliefs and values of the community, every five to seven years.

V. VALUES & AIMS

- Foster an atmosphere of trust emphasizing the connectedness of the school community.
- Develop confident students with the academic, communication, problem solving, and social skills needed for success.
- Support innovative instructional techniques that model an excitement for learning.
- Integrate technology that supports continuous improvement.
- Encourage cooperation and wellness through participation in curricular and co-curricular activities.

- Promote relationships with neighboring school districts and area educational institutions to adapt to changing demographics.

Legal References: Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement)
Minn. Rule Parts 3501.0010-3501.0180
Minn. Rule Parts 3501.0200-3501.0270

Cross References:

201 LEGAL STATUS OF THE SCHOOL BOARD

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITION

“School board” means the governing body of the school district.

IV. ORGANIZATION AND MEMBERSHIP

- A. The membership of the school board consists of seven elected directors. The term of office is four years.
- B. There may be other ex officio members of the school board as provided by law. The superintendent is an ex officio member.
- C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

V. POWERS AND DUTIES

- A. The school board has powers and duties specified by statute. The school board’s

authority includes implied powers in addition to specific powers granted by the legislature.

- B. The school board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.
- C. The school board shall superintend and manage the schools of the school district; adopt rules for their organization, government, and instruction; and prescribe textbooks and courses of study.
- D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.
- E. The school board, among other duties, shall perform the following in accordance with applicable law:
 - 1. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;
 - 2. make and authorize contracts;
 - 3. employ and contract with necessary qualified teachers and discharge the same for cause;
 - 4. provide services to promote the health of its pupils;
 - 5. provide school buildings and erect needed buildings;
 - 6. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;
 - 7. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;
 - 8. employ and discharge necessary employees and contract for other services;
 - 9. provide for transportation of pupils to and from school, as governed by statute; and
 - 10. procure insurance against liability of the school district, its officers and employees.
- F. The school board, at its discretion, may perform the following:
 - 1. provide library facilities, public evening schools, adult and continuing education programs, summer school programs and intersession classes of flexible school year programs;

2. furnish school lunches for pupils and teachers on such terms as the school board determines;
3. enter into agreements with one or more other independent school districts to provide for agreed upon educational services;
4. lease rooms or buildings for school purposes;
5. authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;
6. authorize cocurricular and extracurricular activities;
7. receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose; and
8. perform other acts as the school board shall deem to be reasonably necessary or required for the governance of the schools.

Legal References: Minn. Stat. § 123A.22 (Cooperative Centers)
Minn. Stat. § 123B.02 (General Powers)
Minn. Stat. § 123B.09 (School Board Powers)
Minn. Stat. § 123B.14 (School District Officers)
Minn. Stat. § 123B.23 (Liability Insurance)
Minn. Stat. § 123B.49 (Cocurricular and Extracurricular Activities; Insurance)
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Access for Noncurricular Purposes)
Minn. Stat. § 123B.85 (Definition)
Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233, 199 N.W. 911 (1924)

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 203 (Operation of the School Board-Governing Rules)
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

202 SCHOOL BOARD OFFICERS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. ORGANIZATION

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

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

IV. OFFICER'S RESPONSIBILITIES

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

board to be paid, the chair may draw the orders, or the office of the clerk may be declared vacant by the chair and treasurer and filled by appointment.

B. Treasurer

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

C. Clerk

1. The clerk shall keep a record of all meetings in the books provided.
2. Within three days after an election, the clerk shall notify all persons elected of their election.
3. On or before September 15 of each year, the clerk shall:
 - a. file with the school board a report of the revenues, expenditures and balances in each fund for the preceding fiscal year.
 - b. make and transmit to the commissioner certified reports, showing:
 - (1) condition and value of school property;
 - (2) revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the commissioner;
 - (3) length of school term and enrollment and attendance by grades; and
 - (4) other items of information as called for by the commissioner.
4. The clerk shall enter into the clerk's record book copies of all reports and of the teachers' term reports, and of the proceedings of any meeting, and keep an itemized account of all expenses of the school district.
5. The clerk shall furnish to the county auditor, on or before September 30, an attested copy of the clerk's record, showing the amount of money voted

by the school district or the school board for school purposes.

6. The clerk shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the school board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
7. The clerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.

D. Vice-Chair [Optional]

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

E. Superintendent

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

Legal References: Minn. Stat. § 123B.12 (Finance)
Minn. Stat. § 123B.14 (Officers)
Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 126C.17 (Referendum Revenue)
Minn. Stat. Ch. 205A (School District Elections)

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

MSBA/MASA Reviewed: 2010

*Previous Adoption: April 13, 2009
Reviewed by Policy Committee: March 8, 2012
First Reading: April 9, 2012
Second Reading:
Adopted:*

203 OPERATION OF THE SCHOOL BOARD – GOVERNING RULES

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. RULES OF ORDER

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

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

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

Cross References:

203.1 SCHOOL BOARD PROCEDURES; RULES OF ORDER

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

III. RULES OF ORDER

- A. School board members need not rise to gain the recognition of the chair.
- B. A motion will be adopted or carried if it receives the affirmative votes of a majority of those actually voting on the matter. Abstentions are considered to be acquiescence to the vote of the majority. It should be noted that some motions by statute or Robert's Rules of Order require larger numbers of affirmative votes.
- C. All motions that require a second shall receive a second prior to opening the issue for discussion of the school board. If a motion that requires a second does not receive a second, the chair may declare that the motion fails for lack of a second or may provide the second. The names of the members making and seconding a motion shall be recorded in the minutes.

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

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

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

203.2 ORDER OF THE REGULAR SCHOOL BOARD MEETING

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. ORDER

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

1. Call to order.
2. Approval of agenda.
3. Approval of prior meeting minutes.
4. Opportunity for citizens to speak.
5. Reports.
6. Policy Updates.
7. Personnel Items.
8. Action Items.
9. Discussion Items.
10. Correspondence.
11. Upcoming Events
12. Adjournment.

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

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

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

203.5 SCHOOL BOARD MEETING AGENDA

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. PROCEDURES

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

materials relating to the agenda items of a closed meeting.

Legal References: Minn. Stat. § 13D.01, Subd. 6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)

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

203.6 CONSENT AGENDAS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. CONSENT AGENDAS

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

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

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

MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)

MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

204 SCHOOL BOARD MEETING MINUTES

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. MAINTENANCE OF MINUTES AND RECORDS

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

B. Recordings of Closed Meetings

1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the school district. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.
2. Recordings of closed meetings shall be preserved by the school district for the following time periods:
 - a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.

- b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.
 - c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.
 - d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.
 - e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.
3. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:
- a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.
 - b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.
 - c. Recordings of any other closed meetings shall be classified and/or released as required by court order.
4. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.
5. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:
- a. The date of the closed meeting;
 - b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and

- c. The classification of the data.
- 6. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

- A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.
- B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.
- C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

Legal References: Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 10 (Publishing Proceedings)
Minn. Stat. § 123B.14, Subd. 7 (Record of Meetings)
Minn. Stat. § 331A.01 (Definition)
Minn. Stat. § 331A.05, Subd. 8 (Notice Regarding Published Summaries)
Minn. Stat. § 331A.08, Subd. 3 (Publication of Proceedings)
Op. Atty. Gen. 161-a-20, December 17, 1970
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d

428 (1956)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA Service Manual, Chapter 1, School District Governance, Powers
and Duties

205 OPEN MEETINGS AND CLOSED MEETINGS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITION

“Meeting” means a gathering of at least a quorum or more members of the school board, or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering.

IV. PROCEDURES

- A. Meetings
 - 1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at its primary offices. If the school board decides to hold a regular

meeting at a time or place different from the time or place stated in its schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

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

3. Emergency Meetings

- a. An emergency meeting is a special meeting called because of circumstances that, in the judgment of the school board, require immediate consideration.
- b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.
- c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a

written request for notice if the request includes the news medium's telephone number.

- d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.
- e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.
- f. Notice shall include the subject of the meeting.
- g. Posted or published notice of an emergency meeting shall not be required.
- h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

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

5. Closed Meetings

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

6. Actual Notice

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

7. Health Pandemic or Declared Emergency

In the event of a health pandemic or an emergency declared under Minn. Stat. Ch. 12, a meeting may be conducted by telephone or other electronic means in compliance with Minn. Stat. § 13D.021.

B. Votes

The votes of school board members shall be recorded in a journal kept for that purpose, and the journal shall be available to the public during all normal business hours at the administrative offices of the school district.

C. Written Materials

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

D. Data

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

E. Closed Meetings

1. Labor Negotiations Strategy

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

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation sessions, and hearings between the school board and its employees or their respective representatives are public

meetings except when otherwise provided by the Commissioner of the Bureau of Mediation Services. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

3. Preliminary Consideration of Charges

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

4. Performance Evaluations

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

5. Attorney-Client Meeting

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

6. Dismissal Hearing

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

7. Coaches; Opportunity to Respond

- a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within 14 days of that decision.
- b. If the coach requests the reasons for the nonrenewal, the school board must give the coach the reasons in writing within 10 days of receiving the request.
- c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.
- d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minn. Stat. § 13D.05, Subd. 2, to discuss educational or certain other nonpublic data.
- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

Any portion of a meeting must be closed if the following types of data are discussed:

- a. data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;
- b. active investigative data collected or created by a law enforcement

agency;

- c. educational data, health data, medical data, welfare data, or mental health data that are not public data; or
- d. an individual's personal medical records.
- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

- a. The school board may close a meeting:
 - (1) to determine the asking price for real or personal property to be sold by the school district;
 - (2) to review confidential or nonpublic appraisal data; and
 - (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.
- b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.
- c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.
- d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

- a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss

emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.

- b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.
- c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.
- d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

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

F. Procedures for Closing a Meeting

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 179A.14, Subd. 3 (Labor Negotiations)
Department of Administration Advisory Opinion 04-004 (February 3, 2004)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507

N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied.* (Minn. 1993)

Cross References: MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Personnel data" means data on individuals collected because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.

- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the social security number; actual gross salary; salary range; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of

any disciplinary action together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the terms of any agreement settling any dispute arising out of the employment relationship, including a superintendent buyout agreement, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; a work telephone number; badge number; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

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

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

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

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

- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; and prior government service. Once an individual has been appointed to a public body, the following additional items of data are public: residential address and either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; provided, however, any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:

1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

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

VI. PROCEDURES

A. Agenda Items

1. Citizens who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The citizen should provide his or her name, address, the name of group represented (if any), and the subject to be covered or the issue to be addressed.
2. Citizens who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.

3. The school board chair will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems

concerning the school district should be directed to the superintendent's office.

4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. Open Forum

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

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

D. No Board Action at Same Meeting

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

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 122A.44 (Contracting with Teachers)
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. No. 852 (July 14, 2006)

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

207 PUBLIC HEARINGS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

In order for the school board to efficiently receive public input on matters properly before the school board, the procedures set forth in this policy are established by the school board.

III. PROCEDURES

A. Public Hearings

Public hearings are required by law to be held concerning certain issues, including but not limited to, school closings (Minn. Stat. § 123B.51), truth in taxation (Minn. Stat. § 275.065), education district establishment (Minn. Stat. § 123A.15), and agreements for secondary education (Minn. Stat. § 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the discretion of the school board.

B. Notice of Public Hearings

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

C. Public Participation

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

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

Legal References: Minn. Stat. § 123A.15 (Education District Establishment)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123B.51 (School Closings)
Minn. Stat. § 275.065 (Truth and Taxation)

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

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEVELOPMENT OF POLICY

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

IV. ADOPTION OF POLICY

- A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings prior to final school board action.
- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a subsequent meeting after the meetings at which public input was received. The policy will be effective on the later of the

date of passage or the date stated in the motion.

- C. In the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.
- D. If a policy is modified because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

V. IMPLEMENTATION OF POLICY

- A. It shall be the responsibility of the superintendent to implement school board policies, and to develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.
- B. Each school board member shall have access to this policy manual, and a copy shall be placed in the office of each school attendance center. Manuals shall be available in the central office and made available for reference purposes to other interested persons.
- C. It shall be the responsibility of the superintendent, employees designated by the superintendent, and individual school board members to keep the policy manuals current.
- D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 214 Out-of-State Travel by School Board Members; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 506 Student Discipline; 514 Bullying Prohibition; 522 Student Sex Nondiscrimination; and 524 Internet Acceptable Use and Safety Policy.
- E. When there is no school board policy in existence to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

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

Cross References:

209 CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to assist school board members in recognizing the role of individual school board members and the contribution that each must make to develop an effective and responsible school board.

II. GENERAL STATEMENT OF POLICY

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

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

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

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

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.

3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.
5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of school board decisions to the superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:

1. Respect the rights of others to have and express opinions.
2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.
3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.
4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.
5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.
6. Insist that committees be appointed to serve only in an advisory capacity to the school board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.
2. Attempt to obtain adequate financial support for the school district's programs.
3. Insist that business transactions of the school district be ethical and open.
4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:

1. Hold the superintendent responsible for the administration of the school district.

2. Give the superintendent authority commensurate with his or her responsibilities.
3. Assure that the school district will be administered by the best professional personnel available.
4. Consider the recommendation of the superintendent in hiring all employees.
5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.
6. Insist the superintendent keep the school board adequately informed at all times.
7. Offer the superintendent counsel and advice.
8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.
9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.
10. Present any personal criticisms of employees to the superintendent.
11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

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

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

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09 (School Board Powers)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: MSBA Service Manual, Chapter 1, School Board Member Code of Ethics

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
 - 1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minn. Stat. Ch. 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the minutes of the school board. Disclosure must be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and must only be made once;
 - 2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the

designation or publication;

3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;
4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
 - a. The school board must authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
 - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
 - c. Before a claim is paid, the interested school board member must file with the clerk of the school board an affidavit stating:
 - (1) The name of the school board member and the office held;
 - (2) An itemization of the goods or services furnished;
 - (3) The contract price;
 - (4) The reasonable value;
 - (5) The interest of the school board member in the contract; and
 - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (*Note: This section applies only where the school district has a population of 1,000 or less according to the last federal census.*)
6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.

- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting where all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee where there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$8,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting where all school board members are present, that employment must be immediately terminated and that school board member will have no further rights to employment while serving as a school board member in the school district.
- D. The school board may contract with a class of school district employees, such as teachers or custodians, where the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. In order for the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting where the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

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

V. CONFLICTS PRIOR TO TAKING OFFICE

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

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

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

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

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. CIVIL ACTIONS

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

C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, he or she is to inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.

D. Service of Subpoenas

It is the policy of the school district that its officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

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

IV. CRIMINAL CHARGES OR CONDUCT

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.
2. If the school district receives information relating to activities of a criminal nature, by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes and provisions of applicable collective bargaining agreements.
3. Pursuant to Minn. Stat. § 123B.02, Subd. 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision as to whether to reimburse shall be made in the discretion of the school board. A school

board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

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

C. Criminal Investigations

1. It is the policy of the school district to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless there are extenuating circumstances or the matter being investigated is school-related, or as otherwise provided by law.
2. If such questioning at school is unavoidable, the school district will attempt to maintain confidentiality, to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minn. Stat. § 626.556, Subd. 10), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) and 20 U.S.C. § 1232g (FERPA).

V. STATEMENTS WHEN LITIGATION IS PENDING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)

Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel, Reimbursement)
Minn. Stat. § 123B.25(b) (Actions Against Teachers)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Depriving Rights)
Op. Atty. Gen. 169 (Minn, Mar. 7, 1963)
Op. Atty. Gen. 169 (Minn, Nov. 3, 1943)
Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308, 95 S.Ct. 992, 43 L.Ed.2d 214 (1975)

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

212 SCHOOL BOARD MEMBER DEVELOPMENT

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

Legal References: Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)

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

213 SCHOOL BOARD COMMITTEES

I. PURPOSE

The purpose of this policy is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.
- B. The school board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.
- C. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.
- D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.
- E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.
- F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.
- G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.
- H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

- A. The school board hereby appoints the following standing committees:

1. Finance.
 2. Policy.
 3. Building and Grounds.
 4. Negotiations Committee(s) for various employee groups.
- B. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, the term and the charge or mission of each such committee.
- C. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

- A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.
- B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.
- C. Actions of a committee or subcommittee shall be by majority vote and be consistent with the governing rules of the school board.
- D. The committee or subcommittee shall designate a secretary who will record the minutes of actions of the school board committee.
- E. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.
- F. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
 MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
 MSBA Service Manual, Chapter 13, School Law Bulletin “C”
 (Minnesota’s Open Meeting Law)

214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS (Mandatory Policy)

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose. Travel to other out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

IV. REIMBURSABLE EXPENSES

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

V. REIMBURSEMENT

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

- C. Amounts to be reimbursed shall be within the school board's approved budget allocations, including attendance at workshops and conventions.

VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

VII. ANNUAL REVIEW

This policy must be annually reviewed by the school board.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)
Minn. Stat. § 471.661 (Out-of-State Travel)
Minn. Stat. § 471.665 (Mileage Allowances)
Minn. Op. Atty. Gen. No. 1035 (August 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. No. 161b-12 (August 4, 1997) (Transportation Expenses)

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

301 SCHOOL DISTRICT ADMINISTRATION

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the school board.

II. GENERAL STATEMENT OF POLICY

- A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services.
- B. The school board expects all activities related to the operation of the school district to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the school board.
- C. The school board shall seek specific recommendations, background information and professional advice from the school district administration, and will hold the administration accountable for sound management of the schools.
- D. Although the school board holds the superintendent ultimately responsible for administration of the school district, the school board also recognizes the direct responsibility of principals for educational results and effective leadership at the school building level.
- E. The school board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)

Cross References: MSBA Service Manual, Chapter 3, Superintendent of Schools

302 SUPERINTENDENT

I. PURPOSE

The purpose of this policy is to recognize the importance of the role of the superintendent and the overall responsibility of that position within the school district.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent who shall serve as an ex officio, nonvoting member of the school board and as chief executive officer of the school system.

III. GENERAL RESPONSIBILITIES

- A. The superintendent is responsible for the management of the schools, the administration of all school district policies, and is directly accountable to the school board.
- B. The superintendent may delegate responsibilities to other school district personnel, but shall continue to be accountable for actions taken under such delegation.
- C. Where responsibilities are not specifically prescribed, nor school board policy applicable, the superintendent shall use personal and professional judgment, subject to review by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: MSBA/MASA Model Policy 304 (Superintendent Contract, Duties, and Evaluation)
MSBA Service Manual, Chapter 3, Superintendent of Schools

303 SUPERINTENDENT SELECTION

I. PURPOSE

The purpose of this policy is to convey to the school community that the authority to select and employ a superintendent is vested in the school board.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent to serve as the chief executive officer of the school board and to conduct the daily operations of the school district.

III. QUALIFICATIONS

- A. The school board shall consider applicants who meet or exceed the licensing standards set by the Minnesota Board of School Administrators and qualifications established in the job description for the superintendent position. State and federal equal employment and nondiscrimination requirements shall be observed throughout the recruitment and selection process.
- B. The school board will consider professional preparation, experience, skill and demonstrated competence of qualified applicants in making a final decision.

IV. SELECTION

- A. A process for recruitment, screening, and interviewing of candidates shall be developed by the school board.
- B. The school board may contract for assistance in the search for a superintendent.
- C. The school board shall provide the contract for the superintendent and specifically identify all conditions of employment mutually agreed upon with the superintendent. In so doing, the school board shall observe all requirements of state and federal law and school board policy.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Rules, Chapter 3512

Cross References: MSBA Service Manual, Chapter 3, Superintendent of Schools

304 SUPERINTENDENT CONTRACT, DUTIES, AND EVALUATION

I. PURPOSE

The purpose of this policy is to provide for the use of an employment contract with the superintendent, a position description and the use of an approved instrument to evaluate performance.

II. GENERAL STATEMENT OF POLICY

- A. The superintendent's contract shall be used to formalize the employment relationship and to specifically identify and clarify all conditions of employment with the superintendent.
- B. The specific duties for which the superintendent is accountable shall be set forth in a position description for the superintendent and shall be measured by a performance appraisal instrument approved by the school board in consultation with the superintendent. The school board shall use this instrument to periodically evaluate the performance of the superintendent.
- C. The school board may use the model contract approved by the boards of the Minnesota School Boards Association and the Minnesota Association of School Administrators as a model instrument.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: MSBA Service Manual, Chapter 3, Superintendent of Schools (See Model Contract, Sample Performance Appraisals, and Model Job Description)

305 POLICY IMPLEMENTATION

I. PURPOSE

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school board policy.

II. GENERAL STATEMENT OF POLICY

- A. It shall be the responsibility of the superintendent to implement school board policy and to recommend additions or modifications thereto. The administration is authorized to develop guidelines and directives to effectuate the implementation of school board policies. These guidelines and directives shall not be inconsistent with said policies. At least annually, these written procedures shall be presented to the school board for review.
- B. Employee and student handbooks shall be subject to annual review and approval by the school board.
- C. School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the superintendent to assure compliance with school board policy and shall be approved by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)

306 ADMINISTRATOR CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to establish the requirements of the school board that school administrators adhere to the standards of ethics and professional conduct in this policy and Minnesota law.

II. GENERAL STATEMENT OF POLICY

- A. An educational administrator's professional behavior must conform to an ethical code. The code must be idealistic and at the same time practical, so that it can apply reasonably to all educational administrators. The administrator acknowledges that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, the administrator assumes responsibility for providing professional leadership in the school and community. This responsibility requires the administrator to maintain standards of exemplary professional conduct. It must be recognized that the administrator's actions will be viewed and appraised by the community, professional associates, and students. To these ends, the administrator must subscribe to the following standards.
- B. The Educational Administrator:
1. Makes the well-being of students the fundamental value of all decision-making and actions.
 2. Fulfills professional responsibilities with honesty and integrity.
 3. Supports the principle of due process and protects the civil and human rights of all individuals.
 4. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
 5. Implements the school board's policies.
 6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.
 7. Avoids using positions for personal gain through political, social,

religious, economic, or other influence.

8. Accepts academic degrees or professional certification only from duly accredited institutions.
9. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
10. Honors all contracts until fulfillment, release, or dissolution is mutually agreed upon by all parties to the contract.
11. Adheres to the code of ethics for administrators in Minnesota law.

Legal References: Minn. Stat. § 122A.14, Subd. 4 (Code of Ethics)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Cross References: