

Regular School Board Meeting

Monday, August 22, 2022 7:00 PM

Conference Room 1148 MS/HS, 1401 7th St SW, Pipestone, MN 56164

1. Call to Order

2. Pledge of Allegiance

3. Approval of Agenda

3.1. Additions

3.1.1. Letter of Resignation from Lori Ilse,
Elementary Office Manager (6.9)

3.1.2. Approve Hunter Burnett as a Volunteer
Football Coach (6.12)

3.1.3. City Proposed Library Agreement (10.1)

3.1.4. RESOLUTION RELATING TO THE ELECTION
OF SCHOOL BOARD MEMBERS AND CALLING THE
SCHOOL DISTRICT GENERAL ELECTION
(11.7)

4. Public Forum

5. Presentation

5.1. Pipestone Youth Baseball, Billy Quist

6. Consent Agenda

6.1. Approve Minutes of the Regular School Board
Meeting of July 25, 2022

6.2. Approval of Contracts and/or Work Agreements

6.2.1. Crissa Fruechte, .17 FTE Ag Teacher

6.2.2. Mark Schumann, Day Custodian

6.2.3. Christopher Clay, Night Custodian

6.2.4. Brennan Brecher, Night Custodian

6.2.5. Katrina Hart, SPED Teacher

6.2.6. Kayla Hailey, Paraprofessional

6.2.7. Rebekah Noel, Paraprofessional

6.3. Approval of Gifts to the School

6.3.1. Christ the King Lutheran Church, Donation
of \$100.00 to the Wellness Room

6.3.2. Sons of the American Legion Squadron #6,
Donation to High School Activities Football Camp

6.4. Letter of Resignation from Kristie Lindquist,
Paraprofessional

6.5. Letter of Resignation from Deni Dedic, Night Custodian

6.6. Letter of Resignation from Bridget Lingen, Paraprofessional

6.7. Letter of Resignation from Larissa Pemberton, Office Manager, Activities Assistant

6.8. Letter of Resignation from Christie Swanson, Paraprofessional

6.9. Letter of Resignation from Lori Ilse, Elementary Office Manager

6.10. Lane Changes - Kelsey Goplen, MA+0; Abbey Taubert, MA+45; Emily VanHoecke, MA+0; Tamara Kremin, BS+15; Jaime Danks, MA; Cristin Winter, MA+45

6.11. Approve 6th Assignments for Dave Dulas - Advanced Chemistry (1st Semester); Lauren Olson - Mass Communications (2nd Semester) and Dave Dulas - Physics (2nd Semester)

6.12. Approve Hunter Burnett as a Volunteer Football Coach

7. **Financials**

7.1. Review Elementary Building Budget Year-to-Date

7.1.1. Review New Elementary Building Bills

7.1.2. Approve Treasurer's Report for Elementary Building Bond

7.2. Review of Budget Year-to-Date

7.3. Approve Treasurer's Report for July

7.4. Approve Regular Bills for August

7.5. Approve High School Activity Bills for August

8. **Board Forum/Information**

8.1. Board Reports and Updates

9. **Administrator's Report**

9.1. Superintendent's Board Report

9.2. Principal's Board Report

9.3. Director of Curriculum, Teaching, and Learning Board Report

10. **Discussion Items**

10.1. City Proposed Library Agreement

11. **Board Action**

11.1. First Reading of Policies 417-Chemical Use and Abuse; 506-Student Discipline and Form; 533 - Wellness; 603 - Curriculum Development;

701-Establishment and Adoption of School District Budget; 714/750 - Fund Balance Policy

11.2. Approve Policies 101-Legal Status of the School District; 102-Equal Educational Opportunity; 204-School Board Meeting Minutes; 208-Development, Adoption, and Implementation of Policies; 209-Code of Ethics; 210-Conflict of Interest - School Board Members; 401-Equal Employment Opportunity; 402-Disability Nondiscrimination; 404-Employment Background Checks and Form; 410-Family and Medical Leave; 415 - Mandated Reporting of Maltreatment of Vulnerable Adults; 418 -Drug Free Workplace/Drug Free School; 420-Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions; 504-Student Dress and Appearance; 508-Extended School Year for Certain Students with IEP's; 509-Enrollment of Nonresident Students; 514-Bully Prohibition; 515-Protection and Privacy of Pupil Records and Form; 521-Student Disability Nondiscrimination and Form; 522-Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process; 524-Internet Acceptable Use and Safety (2nd Reading); 525-Violence Prevention (Applicable to Students and Staff); 527- Student Use and Parking of Motor Vehicles, Patrols, Inspections, and Searches with Form; 528-Student Parental, Family, and Marital Status Nondiscrimination; 529-Staff Notification of Violent Behavior by Students and Form; 532-Use of Peace Officers and Crisis Teams to Remove Students with IEP's from School Grounds; 601-School District Curriculum and Instruction Goals; 602-Organization of School Calendar and School Day; 616-School District System Accountability; 620-Credit for Learning; 702-Accounting; 703-Annual Audit; 706-Acceptance of Gifts; 707-Transportation of Public School Students; 708 - Transportation of Nonpublic School Students; 709-Student Transportation Safety and Form; 710-Extracurricular Transportation; 721 - Uniform Grant Guidance Regarding Federal Revenue Sources; 722- Public Data Requests and Form; 801-Equal Access to School Facilities and Form; 802-Disposition of Obsolete Equipment and Material; and 806-Crisis Management

11.3. Approve Transportation Contract with Southwest Minnesota Christian

11.4. Approve Crisis Management Plan of Action

11.5. Approve Contract for Melany Wellnitz, Director of Curriculum, Teaching, and Learning and Community Education Director

11.6. Approve Contract for Cory Strasser, Middle/High School Principal

11.7. RESOLUTION RELATING TO THE ELECTION OF
SCHOOL BOARD MEMBERS AND CALLING THE SCHOOL
DISTRICT GENERAL ELECTION

12. **Adjournment**

PIPESTONE YOUTH BASEBALL

[Home](#) [Registration](#) [Game Schedules](#) [Communication Sign Up](#) [Calendar](#) [Tournaments](#) [Locations](#) [Contact Us](#)

PIPESTONE YOUTH BASEBALL LEAGUE

www.pipestoneyouthsports.com

Schedules

Summer '22

▼ Youth Baseball 2022

- ▶ 34 Division
- ▶ 56 Division
- ▶ Machine Pitch



Click here to signup for
text communications



Click here for
Game Schedules



Questions?
Contact us

Important Site Links

- [Registration](#)
- [Game Schedules](#)
- [Contact Us](#)
- [Game Locations](#)



P3 Swamp

Pipestone Youth Baseball would like to donate money to add cement and install the dugouts from brown field to the Paulson 3 (swamp). We would fix them or replace them.

Cost roughly : \$500 Cement, \$2500 for the Materials to fix or start over on the one that are pretty rough shape from the wind.

Area we would like to add dugouts



Damaged Dugouts



Pipestone Youth Baseball

Year in Review

- Summer 2022
 - 2 teams of 1st and 2nd graders
 - 3 teams of 3rd and 4th graders
 - 3 teams of 5th and 6th graders
 - 1 team of 7th and 8 grade
 - Roughly 110 kids
 - All have Games 2 nights a week plus a practice if possible field available
 - We also hosted tournaments
 - Water tower weekend
 - Year end tournament weekend of July 16

Reasons to add dugouts

- Looks Professional
- Safety for the kids
 - Get out of the Sun / Heat
 - Fly balls

Future Needs to Paulson 3

- Like to add a Scoreboard
- Also like a outfield Fence



We are proud of the baseball complexes we have in town and just want to make them look better.

Also brings more Opportunities to host more tournaments in town

We just want to say Thank you from all our Youth Baseball Boys and Coaches for letting us use the fields and Concession Stands

Minutes of the Regular School Board Meeting

Pipestone Area Schools

A Regular School Board Meeting of the Board of Trustees of Pipestone Area Schools was held Monday, July 25, 2022 beginning at 7:00 p.m. in Conference Room 1148 at the MS/HS.

Members Present: Chairman Jeff Baatz; Directors Katie Wiese, Amy Nelson, Brad Carson, Lance Oye, Randy Erdman, and Chrissy DeBates. Also present – Ex-Officio Kevin Enerson, Jacque Kennedy, Melany Wellnitz, Cory Strasser, Jennifer Moravetz, and Deb Peschon.

Visitors Present: Don Plahn, Nancy Stiles, Jamie Fenicle, Kyle Kuphal, Sharon Wolff, Jen Zupp, Amber Przybys, Kathy Hachman, Melanie Johnson, Jill Grimmett, Clarinda Loving, Kathy Baker, Amy Steinhoff, Michaela Pierson, Jennifer Miller, Kristie Weinkauf, Jean Dahms, Kathy Dunn, Priscilla Smidt, Stephanie Backer, Carrie Backer, Sharon Blom, Lori Ilse, Heidi Smilloff, and Dave Dulas.

Call to Order: Chairman Baatz called the meeting to order at 7:00pm

Pledge of Allegiance

Approval of Agenda

Additions:

Kristin Zollner, Fall Cheer (6.3.7)
Monica Kennedy, .25 FTE Art Teacher (6.3.8)
Jake Evans, Football Assistant (6.3.9)
Deb Anderson, Math Teacher .625 FTE (6.3.10)
First Reading of Policy 524 – Internet Acceptable Use Policy (10.1)
Approve 22-23 Employee Handbook (11.6)
Approve 2022-2023 Safe Return to School Plan (11.8)

Deletions:

Katrina Hart, SPED Teacher (6.3.2)

Motion by Erdman, second by DeBates, approved the agenda as presented. Motion carried unanimously.

Public Forum: Don Plahn spoke on behalf of the Jasper Lions Club stating the SightFirst program was being used in the school district until COVID hit and would like to see it brought back into the school. He wished Wellnitz his best as she will be taking over as Community Ed Director.

Presentation: None

Consent Agenda

Approve Minutes of the Regular School Board Meeting on June 27, 2022:

Approve Minutes of the Work Session Meeting on June 27, 2022:

Approval of Contracts and/or Work Agreements:

Jennifer Moravetz, Elementary Principal
Mitchel Carson, Jr High Football Coach
Morgyn Carson, 8th Grade Volleyball Coach
LeAnn Bloemendaal, 7th Grade Volleyball Coach
Todd Texley, Assistant Cross-Country Coach
James Skyberg, Assistant Girls Tennis Coach
Kristin Zollner, Fall Cheer
Monica Kennedy, .25 FTE Art Teacher
Jake Evans, Football Assistant
Deb Anderson, Math Teacher .625 FTE

Approval of Gifts to the School:

Christ the King Lutheran Church, Donation of \$100.00 to the Wellness Room

Approval of Lane Change: - Jamie Fenicle - MA+60, Ryan Wielenberg – MA+0, and Lauren Olson - MA+60

Approve Fall Volunteer Coaches: - Jay Johnson and Austin Moeller, Varsity Football.

Motion by Oye, second by Wiese, approved all items in the Consent Agenda. Motion carried unanimously. Baatz thanked Christ the King Church for the donation.

Financials

Review Elementary Building Budget Year-to-Date: The elementary building budget year-to-date shows expenditures as of July 14, 2022 at \$28,519,599.06. This was non-action.

Review New Elementary Building Bills: New elementary building bills paid through July 20, 2022 totaled \$600.00. These bills are for review only and are included in the regular monthly bills.

Approve Treasurer's Report for Elementary Building Bond: The treasurer's report on the elementary building bond for month ended June 30, 2022 shows a cash balance of \$315,609.90. Motion by Erdman, second by Wiese, approved the treasurer's report. Motion carried unanimously.

Review of Budget Year-to-Date: The budget year-to-date shows expenditures as of July 20, 2022 at \$14,977,658.16 or 96%. This is non-action.

Approve Treasurer's Report for June 2022: The treasurer's report for month ended June 30, 2022 has a cash balance of \$9,032,601.09. Motion by Erdman, second by DeBates, approved the treasurer's report. Motion carried unanimously.

Approve Regular Bills for July: Bills paid through July 18, 2022 totaled \$545,457.07. Motion by Oye, second by Nelson, approved payment of the regular monthly bills. Motion carried 6-1 with DeBates opposing.

Board Forum/Information

Board Reports and Updates: Wiese reported the Policy Committee met and discussed Policy 524 and also reviewed the cell phone policy. Mr. Strasser will discuss this in his report. Erdman reported the Library Board met on Saturday to start transition planning in case we can't come to an agreement. Carson was approached by a community member on the softball parking lot washing out from rain and going over the sidewalk. They are worried about someone getting hurt. He stated nearly 50% of the trees on the property looked dead. He also asked about the new baseball field fence and what action we are going to take. Last month Enerson was directed to go out for a quote for a permanent fence. Motion by Carson, second by Wiese, approved to put a permanent outside fence in for \$12,676.00. Motion carried unanimously.

Administrator's Report

Superintendent's Board Report: Enerson reported the summer projects are coming along. The playground equipment should start being installed in the next couple of weeks, the gym floors need to be finished and sealed and maintenance staff is waiting until fall to plan grass. Administrators are attending the MDE Back to School Conference next week, and are gearing up for the 22-23 school year.

Principal's Board Report: Strasser has 1 position to fill yet. There will be a retreat for seniors on August 24, and one for 9th grade on August 29, with a parent meeting to follow. Moravetz is gearing up for a new school year and looking for some new ideas for open house. New teacher orientation will be on August 23. In August she will sit down with all the teachers and the team to discuss the school year.

Director of Curriculum, Teaching, and Learning Board Report: Wellnitz reported ninety students attend summer school in math in July. She presented on LETRS (Language Essentials for Teachers of Reading and Spelling) which provides educators and administrators the skill needed to master the fundamentals of reading instruction. In working to achieve the goals of the World's Best Workforce, Wellnitz asked the boards approval on the LETRS program for grades PreK – 5. Motion by Carson, second by Wiese, approved the LETRS package with a proposed cost of \$132,267.00 to be taken out of Staff Development Reserve and/or ESSER III. Motion carried unanimously.

Discussion Items

First Reading of Policy 524 - Internet Acceptable Use Policy: Non-Action.

Board Action

First Reading of 2022-2023 Little Arrows Preschool Handbook: Motion by Erdman, second by Wiese, approved the 2022-2023 Little Arrows Preschool handbook with changes presented. Motion carried unanimously.

First Reading of 2022-2023 Elementary Handbook: Motion by Wiese, second by Erdman, approved the 2022-2023 Elementary Handbook with changes presented. Motion carried unanimously.

First Reading of 22-23 Middle School Handbook:

First Reading of 22-23 High School Handbook:

Motion by Wiese, second by Carson, approved the 2022-2023 Middle and High School handbooks with changes presented. Motion carried unanimously.

Approve 22-23 Activities Handbook: Motion by DeBates, second by Oye, approved the 22-23 Activities Handbook. Motion carried unanimously.

Approve 22-23 Employee Handbook: Motion by Erdman, second by Wiese, approved the 22-23 Employee Handbook. Motion carried unanimously.

Approve Heartland Colony Lease for 22-23: Motion by Erdman, second by Carson, approved the 22-23 Heartland Colony Lease. Motion carried unanimously.

Approve 2022-2023 Safe Return to School Plan: Motion by Wiese, second by Oye, approved the 22-23 Heartland Colony Lease. Motion carried unanimously.

Appoint Federal Title Representative and Homeless Liaison, Jennifer Moravetz: Motion by Erdman, second by Oye, approved to appoint Jennifer Moravetz as the Federal Title Representative and Homeless Liaison.

Sub Teacher Pay: To address the shortage of substitute teachers, Enerson recommended an updated pay rate for the 2022-2023 substitute teachers. Motion by DeBates, second by Nelson, approved the pay rate for substitute teachers. Motion carried unanimously.

Resolution Approving School District No. 2689 Long-Term Facility Maintenance Ten Year Plan: Motion by Carson, second by Wiese, approved the Resolution Adopting Independent School District No. 2689 FY24 Long-Term Facilities Maintenance Ten-Year Plan. Motion carried 7-0.

**Extract of School Board Meeting Minutes
Independent School District No. 2689
Pipestone Area Schools
State of Minnesota**

Pursuant to due call and notice thereof, a School Board meeting of Independent School District No. 2689, State of Minnesota, was held on July 25, 2022 at 7:00 p.m., for the purpose in part, of approving the District's Fiscal Year (FY) 24 Long-Term Facility Maintenance Ten-Year Plan as established in Minnesota Statutes, section 123B.595.

School Board Member Brad Carson introduced the following resolution and moved its adoption.

**Resolution Adopting Independent School District No. 2689
FY24 Long-Term Facilities Maintenance Ten-Year Plan**

Be It Resolved that the School Board of Independent School District No. 2689, State of Minnesota, approves the attached FY24 Long-Term-Facilities Maintenance Ten-Year Plan.

The motion for the adoption of the foregoing resolution was duly seconded by School Board Member Katie Wiese

and, upon vote being thereon, the following voted in favor of the motion: Carson, Wiese, Baatz, Oye, DeBates, Erdman, and Nelson.

And the following voted against: None

Whereupon the resolution was declared duly passed 7-0 and adopted on the 25th day of July, 2022.

/s/ Katie Wiese

School Board Clerk

Superintendent Evaluation: Enerson received a favorable evaluation consistent across the board.

Adjournment

Motion by Wiese, second by DeBates, approved to adjourn the meeting at 8:39p.m. Motion carried unanimously.

/s/ Jeff Baatz

Jeff Baatz, Chairman

/s/ Katie Wiese

Katie Wiese, Clerk

Approved and dated by the board August 22, 2022

Submitted, Deb Peschon

ISD #2689 School Board

July 25, 2022

SUMMARY OF MINUTES OF THE REGULAR SCHOOL BOARD MEETING OF INDEPENDENT SCHOOL DISTRICT #2689, PIPESTONE COUNTY, PIPESTONE, MINNESOTA

A regular meeting of the School Board, ISD #2689, was held in Conference Room 1148 at the MS/HS on July 25, 2022 at 7:00 p.m. The following members were present: - Chairman Jeff Baatz; Directors Katie Wiese, Amy Nelson, Brad Carson, Lance Oye, Randy Erdman, and Chrissy DeBates. Also present – Ex-Officio Kevin Enerson, Jacque Kennedy, Melany Wellnitz, Cory Strasser, Jennifer Moravetz, Deb Peschon, Don Plahn, Nancy Stiles, Jamie Fenicle, Kyle Kuphal, Sharon Wolff, Jen Zupp, Amber Przybys, Kathy Hachman, Melanie Johnson, Jill Grimmer, Clarinda Loving, Kathy Baker, Amy Steinhoff, Michaela Pierson, Jennifer Miller, Kristie Weinkauf, Jean Dahms, Kathy Dunn, Priscilla Smidt, Stephanie Backer, Carrie Backer, Sharon Blom, Lori Ilse, Heidi Smilloff, and Dave Dulas. Chairman Baatz called the meeting to order. The Pledge of Allegiance was recited. Motion by Erdman, second by DeBates, approved the agenda as presented. Motion carried unanimously. Public Forum – Don Plahn spoke on behalf of the Jasper Lions. Presentation – None. Motion by Oye, second by Wiese, approved all items in the Consent Agenda. Motion carried unanimously. Items approved were Minutes of the Regular School Board Meeting on June 27, 2022; Minutes of the Work Session Meeting on June 27, 2022; Contracts and/or Work Agreements for Jennifer Moravetz, Elementary Principal; Mitchel Carson, Jr High Football; Morgyn Carson, 8th Grade Volleyball; LeAnn Bloemendaal, 7th Grade Volleyball; Todd Texley, Assistant Cross-Country; James Skyberg, Assistant Girls Tennis; Kristin Zollner, Fall Cheer; Monica Kennedy, .25 FTE Art Teacher; Jake Evans, Football Assistant; Deb Anderson, Math Teacher .625 FTE; Donation of \$100 to the Wellness Room from Christ the King Lutheran Church; Lane changes for Jamie Fenicle - MA+60, Ryan Wielenberg – MA+0, and Lauren Olson - MA+60; Jay Johnson and Austin Moeller, varsity football volunteers. Financials - The elementary building budget year-to-date shows expenditures as of July 14, 2022 at \$28,519,599.06. This was non-action. New elementary building bills paid through July 20, 2022 totaled \$600.00. These bills are for review only and are included in the regular monthly bills. The treasurer's report on the elementary building bond for month ended June 30, 2022 shows a cash balance of \$315,609.90. Motion by Erdman, second by Wiese, approved the treasurer's report. Motion carried unanimously. The budget year-to-date shows expenditures as of July 20, 2022 at \$14,977,658.16 or 96%. This is non-action. The treasurer's report for month ended June 30, 2022 has a cash balance of \$9,032,601.09. Motion by Erdman, second by DeBates, approved the treasurer's report. Motion carried unanimously. Bills paid through July 18, 2022 totaled \$545,457.07. Motion by Oye, second by Nelson, approved payment of the regular monthly bills. Motion carried 6-1 with DeBates opposing.

Board and Administrative Reports were given. Motion by Carson, second by Wiese, approved to put a permanent outside fence around one of the baseballs fields on the north side for \$12,676.00. Motion carried unanimously. Motion by Carson, second by Wiese, approved the LETRS (Language Essentials for Teachers of Reading and Spelling) package with a proposed cost of \$132,267.00 to be taken out of Staff Development Reserve and/or ESSER III. Motion carried unanimously. Discussion Items – There was a first reading of Policy 524- Internet Acceptable Use Policy. This was non-action.

Board Action - Motion by Erdman, second by Wiese, approved the 2022-2023 Little Arrows Preschool handbook with changes presented. Motion carried unanimously. Motion by Wiese, second by Erdman, approved the 2022-2023 Elementary Handbook with changes presented. Motion carried unanimously. Motion by Wiese, second by Carson, approved the 2022-2023 Middle and High School handbooks with changes presented. Motion carried unanimously. Motion by DeBates, second by Oye, approved the 22-23 Activities Handbook. Motion carried unanimously. Motion by Erdman, second by Wiese, approved the 22-23 Employee Handbook. Motion carried unanimously. Motion by Erdman, second by Carson, approved the 22-23 Heartland Colony Lease. Motion carried unanimously. Motion by Erdman, second by Oye, approved to appoint Jennifer Moravetz as the Federal Title Representative and Homeless Liaison. Motion by DeBates, second by Nelson, approved the pay rate for substitute teachers. Motion carried unanimously.

Extract of School Board Meeting Minutes

Independent School District No. 2689

Pipestone Area Schools

State of Minnesota

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School Board Member Brad Carson introduced the following resolution and moved its adoption.

Resolution Adopting Independent School District No. 2689

FY24 Long-Term Facilities Maintenance Ten-Year Plan

Be It Resolved that the School Board of Independent School District No. 2689, State of Minnesota, approves the attached FY24 Long-Term-Facilities Maintenance Ten-Year Plan.

The motion for the adoption of the foregoing resolution was duly seconded by School Board Member Katie Wiese and, upon vote being thereon, the following voted in favor of the motion: Carson, Wiese, Baatz, Oye, DeBates, Erdman, and Nelson. And the following voted against: None

Whereupon the resolution was declared duly passed 7-0 and adopted on the 25th day of July, 2022.

/s/ Katie Wiese

School Board Clerk

Enerson received a favorable evaluation consistent across the board. Motion by Wiese, second by DeBates, approved to adjourn the meeting at 8:39p.m. Motion carried unanimously.

Dated: July 25, 2022. Approved and dated by the board August 22, 2022.

Attest: Deb Peschon, Recording Secretary

A full text of the minutes is available for public inspection in the District Office of Pipestone Area Schools or by mail.

Independent School District No. 2689
Pipestone, Minnesota 56164

Date 7-28-22

29855

Received of Christ the King Lutheran
For Donation to Wellness Room

Amount \$ 100.00

Code										Amount	Description
										100 -	check

Signed RP

THIS CHECK IS VOID WITHOUT THE SAFETY FEATURES LISTED ON THE BACK

20072223859

Apply to account: **CTK - - CHRIST THE KING LUTHERAN CHURCH**

CHRIST THE KING LUTHERAN CHURCH
PO Box 682
PIPESTONE, MN 56164-2227

78-844
0914

DATE
07/20/2022

0006601857

First Bank Trust
P.O. Box 5057
Brookings SD 57006-5057

AMOUNT

****\$100.00**

PAY **ONE HUNDRED DOLLARS AND NO/100**
TO THE **PAS WELLNESS ROOM**
ORDER OF

 **First Bank & Trust** Member FDIC **BankEasy**

Signature on File -
account holder has pre-approved this check
Void After 90 Days

⑈0006601857⑈ ⑆091408446⑆ 115887⑈

Resolution for Acceptance of Gifts

Member _____ introduced the following resolution and moved its adoption:

WHEREAS

- Christ the King Lutheran Church, Donation of \$100.00 to the Wellness Room

have generously offered to donate the above items listed to Pipestone Area School District.

WHEREAS no conditions are placed on the gifts.

THEREFORE, BE IT RESOLVED by the Pipestone Area School Board to gratefully accept the gifts.

The motion for adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

The foregoing resolution was approved this 22nd day of August, 2022.

Sons Of The American Legion Squadron #6
P.O. Box 233
Pipestone, MN 56164

623

78-844/914

7-30-22

Date

CHECK ARMOR
TRADE PROTECTION

Pay to the
Order of

PAS Football

\$ 1,000 ^{no}/₁₀₀

One thousand and ^{no}/₁₀₀

Dollars

Photo
Safe
Deposit
Details on back



P.O. Box 190
Pipestone, MN 56164
(507) 825-3344

For

Football Camp

MP

⑆091408446⑆

355039 00623

Harland Clarke

GREEN SHEPHERD

Resolution for Acceptance of Gifts

Member _____ introduced the following resolution and moved its adoption:

WHEREAS

- Sons of American Legion Squadron #6, Donation of \$1,000 to Football Camp

have generously offered to donate the above items listed to Pipestone Area High School Activities.

WHEREAS no conditions are placed on the gifts.

THEREFORE, BE IT RESOLVED by the Pipestone Area School Board to gratefully accept the gifts.

The motion for adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

The foregoing resolution was approved this 22nd day of August, 2022.



PIPESTONE AREA SCHOOLS, ISD #2689
PIPESTONE, MN 56164

LANE CHANGE

20 22 - 20 23 SCHOOL YEAR

NAME: Kelsey Goplen

20 21 - 20 22 School Year

Degree BA Plus 15

20 22 - 20 23 School Year

Do you have a transcript of credits on file in the Superintendent's
Office for additional credits?

Yes X No

Did you have prior approval to obtain the college credits?

Yes X No

My additional credits should place me on Degree MA Plus 0
for the 20 22 - 20 23 school year.

Superintendent: Kevin Emerson



PIPESTONE AREA SCHOOLS, ISD #2689
PIPESTONE, MN 56164

LANE CHANGE

2022 - 2023 SCHOOL YEAR

NAME: Abbey Taubert

2022 - 2023 School Year

Degree MA Plus 30

2022 - 2023 School Year

Do you have a transcript of credits on file in the Superintendent's Office for additional credits?

Yes X No _____

Did you have prior approval to obtain the college credits?

Yes X No _____

My additional credits should place me on Degree MA Plus 45 for the 2022 - 2023 school year.

Superintendent: Kevin Emerson

RECEIVED
8-8-22

PIPESTONE AREA SCHOOLS, ISD #2689
PIPESTONE, MN 56164

LANE CHANGE

EMAILED
DATE 8-8-22

2022 - 2023 SCHOOL YEAR

NAME: Emily VanHoecke

2021 - 2022 School Year

Degree BA Plus 15

2022 - 2023 School Year

Do you have a transcript of credits on file in the Superintendent's Office for additional credits?

Yes X No _____

Did you have prior approval to obtain the college credits?

Yes X No _____

My additional credits should place me on Degree Masters Plus _____ for the 2022 - 2023 school year.

Superintendent: Kirin Emerson

Rec'd 7-29-22

PIPESTONE AREA SCHOOLS, ISD #2689
PIPESTONE, MN 56164

LANE CHANGE

2022 - 2023 SCHOOL YEAR

NAME: Tamara Kremin

2022 - 2023 School Year

2021-2022 BS + 0

Degree BS - Elementary Education Plus 15 Grad Credits

2022 - 2023 School Year

Do you have a transcript of credits on file in the Superintendent's Office for additional credits?

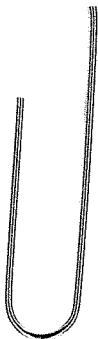
Yes ☒ No ☐

Did you have prior approval to obtain the college credits?

Yes ☒ No ☐

My additional credits should place me on Degree BS Plus 15
for the 2022 - 2023 school year.

Superintendent: Kevin Emerson



RECEIVED
8-11-22

PIPESTONE AREA SCHOOLS, ISD #2689
PIPESTONE, MN 56164

EMAILED
DATE 8-12-22

LANE CHANGE

2022 - 2023 SCHOOL YEAR

NAME: Jaime Danks

2021 - 2022 School Year

Degree BA + 45 Plus _____

2022 - 2023 School Year

Do you have a transcript of credits on file in the Superintendent's Office for additional credits?

Yes X No _____

Did you have prior approval to obtain the college credits?

Yes X No _____

My additional credits should place me on Degree MA Plus 0 for the 2022 - 2023 school year.

Superintendent: Kevin Emerson

PIPESTONE AREA SCHOOLS, ISD #2689
PIPESTONE, MN 56164

LANE CHANGE
for
2022 - 2023 SCHOOL YEAR

NAME: Cristin Bailey Winter

Current Degree MA Plus 30 for 2021 - 2022 school year

Do you have a transcript of credits on file in the Superintendent's Office for additional credits?

Yes ✓ No

Did you have prior approval to obtain the college credits?

Yes ✓ No

My additional credits should place me on Degree MA Plus 45
for the 2022 - 2023 school year.

For Office Use Only:

Superintendent: Kevin Emerson

Date: 8/15/22

Date Received:



Date Emailed:

EMAILED
DATE 8-15-22

PIPESTONE AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 2689

6th Assignment, 2022-2023

Pipestone Area Schools, ISD #2689, through its administrative agent, enters into this agreement for services with:

Employee: *Dave Dulas*

Assignment: *Advanced Chemistry*

Dates: *September 6, 2022 – January 20, 2023*

Compensation: *\$2,000.00 to be paid in five (5) monthly installments as authorized during the term of the year as may be determined by appropriate school board regulation, beginning in September 2022 and ending in January 2023.*

I accept the employment stipulated in this agreement with Pipestone Area Schools, ISD #2689.

Employee Signature

Date

School Board Chairman

Date

School Board Clerk

Date

PIPESTONE AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 2689

6th Assignment, 2022-2023

Pipestone Area Schools, ISD #2689, through its administrative agent, enters into this agreement for services with:

Employee: *Lauren Olson*

Assignment: Mass Communications

Dates: *January 24, 2023 – June 1, 2023*

Compensation: *\$2,000.00 to be paid in five (5) monthly installments as authorized during the term of the year as may be determined by appropriate school board regulation, beginning in January 2023 and ending in May 2023.*

I accept the employment stipulated in this agreement with Pipestone Area Schools, ISD #2689.

Employee Signature

Date

School Board Chairman

Date

School Board Clerk

Date

PIPESTONE AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 2689

6th Assignment, 2022-2023

Pipestone Area Schools, ISD #2689, through its administrative agent, enters into this agreement for services with:

Employee: *Dave Dulas*

Assignment: *Physics*

Dates: *January 24, 2023 – June 1, 2023*

Compensation: *\$2,000.00 to be paid in five (5) monthly installments as authorized during the term of the year as may be determined by appropriate school board regulation, beginning in January 2023 and ending in May 2023.*

I accept the employment stipulated in this agreement with Pipestone Area Schools, ISD #2689.

Employee Signature

Date

School Board Chairman

Date

School Board Clerk

Date

Peschon, Deb

From: Rick Zollner <rzollner23@gmail.com>
Sent: Wednesday, August 17, 2022 12:52 PM
To: Peschon, Deb
Subject: Volunteer coach

CAUTION: This email originated from outside of PAS. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I recommend Hunter Burnett as a volunteer football coach.

Mr. Zollner
Sent from my iPhone

Kraus-Anderson						
Funding						
					8/15/2022	Balance
Description						
Project Funds Available				\$28,281,962.19		Per Piper Jaffray
Project Bond Interest Earnings				\$550,000.00		Projection
Total Available				\$28,831,962.19		
					8/15/2022	
Construction Cost Budget				Budget	Expenditures	Balance
Current Construction Value(Subcontracts)				\$21,419,879.23	(\$21,419,879.23)	\$0.00
Project General Conditions&Reimbursables				\$490,547.71	(\$490,547.71)	\$0.00
Kraus Anderson Site Services				\$1,218,993.50	(\$1,218,993.50)	\$0.00
Construction Contingency				\$0.00	\$0.00	\$0.00
Kraus Anderson Construction Management Fee				\$475,345.82	(\$475,345.82)	\$0.00
HDI Hand Railing				\$26,437.07	(\$26,437.07)	\$0.00
Total Construction Budget				\$23,631,203.33	(\$23,631,203.33)	\$0.00
Soft Cost Budget				Budget	Expenditures	Balance
A/E Fees(ISG)including 7% of Construction Contingency				\$1,802,522.47	(\$1,802,522.47)	\$0.00
A/E Additional Services(Added Scope Design)\$20,000 included in line above				\$156,199.78	(\$156,199.78)	\$0.00
A/E Contingency Budget				\$20,536.00	(\$20,536.00)	\$0.00
Building Permit Plan Review				\$111,253.00	(\$111,225.59)	\$27.41
SAC/WAC Costs				\$0.00	\$0.00	\$0.00
Geotechnical Survey Report				\$11,810.00	(\$11,810.00)	\$0.00
Special Inspections Testing				\$79,243.00	(\$43,571.76)	\$35,671.24
Commissioning/Test and Balance				\$25,400.00	(\$16,657.64)	\$8,742.36
Plans Production/Distribution				\$10,000.00	(\$1,147.50)	\$8,852.50
Total Soft Cost Budget				\$2,216,964.25	(\$2,163,670.74)	\$53,293.51
Owner Cost Budget				Budget	Expenditures	Balance
Telecommunications Tower Removal				\$9,825.00	(\$9,425.80)	\$399.20
Initial Surveying(Set Controls and Benchmarks)				\$5,000.00	(\$1,800.00)	\$3,200.00
Loan expenses or bonding costs				\$106,956.50	(\$73,456.50)	\$33,500.00
Furniture Fixtures and Equipment				\$1,038,452.25	(\$1,050,082.72)	(\$11,630.47)
Technology Equipment				\$1,034,329.86	(\$895,228.67)	\$139,101.19
Decommission Hill and Brown Schools				\$625,000.00	(\$594,803.39)	\$30,196.61
Legal Fees				\$40,000.00	(\$33,423.00)	\$6,577.00
Mis Owner Expense				\$105,000.00	(\$52,635.32)	\$52,364.68
Builders Risk Insurance				\$19,231.00	(\$19,231.00)	\$0.00
Total Owner Cost Budget				\$2,983,794.61	(\$2,730,086.40)	\$253,708.21
Total Project Costs				\$28,831,962.19	(\$28,524,960.47)	\$307,001.72
UFARS					310,370.00	
UFARS					300,558.00	
UFARS					28,519,599.06	
					29,130,527.06	

August 15th, 2022				
Building Fund Contingency				
		07.14.2022	08.15.2022	Remainder
Total		\$312,363.13	\$0.00	(\$312,363.13)
Wardrobes		(\$20,000.00)	\$0.00	(\$20,000.00)
High School Office Furniture		(\$6,500.00)	\$0.00	(\$6,500.00)
MS/HS Doors		(\$10,000.00)	\$0.00	(\$10,000.00)
Wainscoating		(\$40,000.00)	\$0.00	(\$40,000.00)
Ballfields		(\$130,000.00)	\$1,800.00	(\$128,200.00)
Trees		(\$2,500.00)	\$2,690.82	\$190.82
Rubberized Playground Surface		(\$103,863.14)	\$0.00	(\$103,863.14)
Midwest Alarm Add On Security		\$0.00	\$1,370.60	\$1,370.60
Credit from Contractor		\$500.01	(\$500.01)	\$0.00
Remainder		\$0.00	\$5,361.41	(\$307,001.72)

Batch	Vo	St Ty Description	SKU Code	PO No	Loc	L	Fd	Org	Pro	Crs	Fin	O/S	Prd	Dist %	Units	Rate	Disc %	Amount
1	5249	VISA																
	92249	Instructional Supply, General Su																
	P	I Build Acq/Construct			101	E	06	005	870	000	000	520	202301	100.00%	1.00	1,800.00	100.00%	1,800.00
																Voucher Total		1,800.00
1	10155	PIPESTONE SOIL AND WATER CONVERSATION DISTRI																
	92386	Build Acq/Construct																
	P	I Build Acq/Construct			101	E	06	005	870	000	000	520	202212	100.00%	1.00	1,349.50	100.00%	1,349.50
																Voucher Total		1,349.50
1	01468	DOUBLE D GRAVEL																
	92448	Build Acq/Construct																
	P	I Build Acq/Construct			101	E	06	005	870	000	000	520	202302	100.00%	1.00	741.32	100.00%	741.32
																Voucher Total		741.32
1	6836	Midwest Alarm																
	92489	Build Acq/Construct, SECURITY																
	P	I Build Acq/Construct, SECURITY			101	E	06	005	870	000	000	520	202212	100.00%	1.00	1,370.60	100.00%	1,370.60
																Voucher Total		1,370.60
																Report Total		5,261.42

INDEPENDENT SCHOOL DISTRICT NO. 2689										
PIPESTONE AREA SCHOOLS										
ELEMENTARY SCHOOL BUILDING BONDS										
FOR THE MONTH ENDED JULY 31, 2022										
		CASH BALANCE				CASH BALANCE				CASH BALANCE
	FUND	BEGINNING				END OF				END OF
FUNDS	NUMBER	OF MONTH		NET CASH ACTIVITY		MONTH		ADJUSTMENTS		MONTH FY22
ELEMENTARY SCHOOL BOND	06	\$315,609.90		\$370.13		\$315,980.03				\$315,609.90
TOTAL		\$315,609.90		\$370.13		\$315,980.03		\$0.00		\$315,609.90
RECONCILEMENT OF TREASURE'S BALANCE WITH BANKS										
		CURRENT		BALANCE				OTHER		BALANCE PER
DESCRIPTION	ACCOUNT	RATE OF		PER BANK	OUTSTANDING	OUTSTANDING		RECONCILING		TREASURER'S
	NUMBER	INTEREST		STATEMENT	CHECKS	DEPOSITS		ITEMS		BOOKS
MNTRUST		1.38%		\$315,609.90	\$0.00	\$0.00		\$0.00		\$315,609.90
MNTRUST TERM SERIES		1.54%		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
SECURITY(BONDS OR TREASURY NOTES)		Various		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
CERTIFICATES OF DEPOSIT		Various		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
TOTAL				\$315,609.90	\$0.00	\$0.00		\$0.00		\$315,609.90
							Signed		Jacque Kennedy	

Budget Presentation to the Board				
Expenditures as of 08/16/2022		FY2022		
General Fund			8/15/2022	Year to
Classification	Code	FY22REVISED	Year to Date	Date %
Administrative Salaries	110	\$523,368.00	\$526,201.98	101%
Teacher Salaries	140	\$4,647,198.00	\$4,568,427.50	98%
Non-Licensed Classroom Personnel	141	\$129,685.00	\$178,507.47	138%
Licensed Instructional Support Personnel	143	\$59,750.00	\$60,500.00	101%
Non-License Instructional Support Personnel	144	\$28,997.00	\$10,419.92	36%
Substitute Salaries	145	\$116,000.00	\$115,247.27	99%
Substitute Non-Licensed Classroom Salaries	146	\$28,000.00	\$27,576.76	98%
Language Pathologist	152	\$75,633.00	\$75,633.01	100%
School Nurse	154	\$95,500.00	\$87,844.95	92%
School Social Worker	156	\$52,993.00	\$52,107.09	98%
Certified Paraprofessional	161	\$402,769.00	\$381,126.69	95%
Certified One-to-One Paraprofessional	162	\$221,593.00	\$196,987.24	89%
School Counselor	165	\$115,496.00	\$115,773.27	100%
Non-Instructional Support	170	\$754,347.00	\$702,219.29	93%
DAPE Specialist	174	\$0.00	\$31,091.77	#DIV/0!
Other Salary Payment	185	\$643,534.00	\$702,073.65	109%
Severance	191	\$21,825.00	\$5,324.78	24%
Third Party Pay Expense Salaries	195	\$0.00	\$0.00	#DIV/0!
FICA	210	\$594,102.00	\$577,041.45	97%
PERA	214	\$125,035.00	\$108,790.44	87%
TRA	218	\$498,341.00	\$513,409.47	103%
Health Insurance	220	\$710,008.00	\$601,401.77	85%
Life Insurance	230	\$5,466.00	\$5,038.66	92%
Dental Insurance	235	\$1,191.00	\$1,119.60	94%
Long Term Disability	240	\$340.00	\$336.24	99%
TSA Match	250	\$92,450.00	\$91,902.70	99%
Employer Sponsored HSA's	251	\$86,486.00	\$93,093.72	108%
Workmens Comp	270	\$44,464.00	\$40,084.36	90%
Unemployment Compensation	280	\$0.00	\$0.00	#DIV/0!
Other Post-Employment Benefits	291	\$0.00	\$54,276.00	#DIV/0!
Third Party Pay Benefits	295	\$0.00	\$0.00	#DIV/0!
Total Salaries and Fringe		\$10,074,571.00	\$9,923,557.05	99%
Other Employee Benefits	299	\$0.00	\$0.00	#DIV/0!
Fed Sub Awards Under \$25,000	303	\$56,000.00	\$33,454.00	60%
Fed Sub Awards Over \$25,000	304	\$51,100.00	\$54,810.49	107%
Consulting and Servicing Fees	305	\$294,523.00	\$243,681.21	83%
School Resource Officer	310	\$46,350.00	\$34,248.00	74%
Services Purchased from Coop	316	\$126,641.00	\$140,225.33	111%
Computer and Technology Services	319	\$0.00	\$0.00	#DIV/0!
Communications/Phone	320	\$41,590.00	\$39,642.49	95%
Postage and Express	329	\$11,932.00	\$9,479.05	79%
Utility Services	330	\$275,246.00	\$271,741.58	99%
Short Term Rentals	335	\$13,000.00	\$11,242.00	86%
Property Insurance	340	\$108,976.00	\$108,676.46	100%
Repairs and Maintenance	350	\$214,437.00	\$234,729.40	109%
Transportation	360	\$1,122,482.00	\$1,122,703.00	100%
Travel	366	\$74,984.00	\$58,286.27	78%
Entry Fees/Student Travel	369	\$54,817.00	\$32,859.76	60%
Rentals and Leases	370	\$70,532.00	\$62,568.30	89%
Mental Health Professional Services	379	\$10,000.00	\$9,850.00	99%
Short Term Lease	380	\$0.00	\$3,670.62	#DIV/0!
Third Party Reimbursement Services	385	\$0.00	\$0.00	0%
To Other MN School Districts	390	\$60,000.00	\$51,946.15	87%
To Out of State Districts	392	\$29,600.00	\$13,968.20	47%
Special Ed Contracted Services	393	\$105,000.00	\$100,123.80	95%
To Non-Ed Agency	394	\$239,350.00	\$231,756.56	97%
Spec Ed Salary Purchased from Co-op	396	\$435,385.00	\$393,625.54	90%
Spec Ed Benefits Purchased from Co-op	397	\$23,767.00	\$16,641.76	70%
Charge Back	398	\$0.00	\$0.00	0%
General Supplies	401	\$226,941.36	\$246,058.82	108%
Non instructional Computer Software	405	\$52,464.00	\$36,460.33	69%
Instructional Software License	406	\$95,590.00	\$95,589.87	100%
Instructional Supplies	430	\$130,360.00	\$95,018.67	73%
Individualized Materials	433	\$31,375.00	\$25,996.91	83%
Fuel for Buildings	440	\$71,500.00	\$69,730.30	98%
Noninstructional Tech Supplies	455	\$15,000.00	\$13,996.02	93%
Instructional Tech Supplies	456	\$40,000.00	\$19,999.42	50%
Textbooks/Workbooks	460	\$65,613.00	\$48,128.08	73%
Standardized Tests	461	\$2,800.00	\$216.00	8%
Non-Instructional Tech Devices	465	\$37,809.64	\$36,768.74	97%
Instructional Technology Devices	466	\$289,568.00	\$287,179.97	99%
Library Books	470	\$17,800.00	\$12,446.08	70%
Audio Visual Aids	480	\$0.00	\$0.00	0%
Electronic Format	485	\$4,000.00	\$2,755.00	69%
Capital Non-Instruction Tech Software	505	\$8,500.00	\$8,500.00	100%
Site or Grounds Acquisition	510	\$365,000.00	\$356,290.20	98%
Building Acquisition and Construction	520	\$169,643.00	\$166,890.01	98%
Equipment Purchased	530	\$130,509.00	\$127,127.39	97%
Special Education Equipment	533	\$3,500.00	\$3,210.00	92%
Charge Back Tennis Courts	545	\$0.00	\$0.00	#DIV/0!
Eligible Pupil Transportation	548	\$65,000.00	\$0.00	0%
Vehicles Purchased	550	\$56,125.00	\$56,124.76	100%
Non-Instructional Technology Hardware	555	\$43,015.00	\$43,060.60	100%
Capitalized Instructional Technology Hardware	556	\$7,547.00	\$7,278.93	96%
Principal on Capital Lease	580	\$75,000.00	\$75,000.00	100%
Interest on Capital Lease	581	\$17,026.00	\$17,025.75	100%
Dues and Memberships	820	\$23,196.00	\$16,780.29	72%
Taxes and Special Assessments	896	\$5,340.00	\$5,331.04	100%
Affordable Care Act Penalties	897	\$10,625.00	\$10,625.00	100%
Miscellaneous Other Expenses	899	\$2,000.00	\$664.87	33%
Contingency		\$1,450.00	\$0.00	0%
Total		\$15,604,580.00	\$15,087,740.07	97%
The prior year to date percentage was 94%				

INDEPENDENT SCHOOL DISTRICT NO. 2689									
PIPESTONE AREA SCHOOLS									
TREASURER'S REPORT TO SCHOOL BOARD									
FOR THE MONTH ENDED JULY 31, 2022									
		CASH BALANCE				CASH BALANCE		CASH BALANCE	CASH BALANCE
FUNDS	FUND	BEGINNING				END OF		END OF	END OF
	NUMBER	OF MONTH		NET CASH ACTIVITY		MONTH	ADJUSTMENTS	MONTH FY23	MONTH FY22
GENERAL FUND	01,03,05	\$6,748,437.34		(\$1,371,940.39)		\$5,376,496.95		\$5,376,496.95	\$5,703,944.05
FOOD SERVICE FUND	02	\$789,388.05		(\$3,620.38)		\$785,767.67		\$785,767.67	\$618,051.27
COMMUNITY SERVICE FUND	04	\$537,946.83		\$21,200.98		\$559,147.81		\$559,147.81	\$449,247.88
TOTAL OPERATING FUNDS		\$7,600,711.64		(\$1,354,359.79)		\$6,721,412.43		\$6,721,412.43	\$6,771,243.20
BUILDING FUND	06	\$0.00		(\$1,899.99)		(\$1,899.99)		(\$1,899.99)	(\$140,576.29)
DEBT SERVICE FUND	07	\$956,483.87		(\$340,656.95)		\$615,826.92		\$615,826.92	\$749,459.92
AGENCY FUND	09	\$345.00		\$0.00		\$345.00		\$345.00	\$345.00
CERTIFICATES OF DEPOSIT		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
TOTAL		\$8,557,540.51		(\$1,696,916.73)		\$7,335,684.36	\$0.00	\$7,335,684.36	\$7,380,471.83
RECONCILEMENT OF TREASURE'S BALANCE WITH BANKS									
		CURRENT		BALANCE			OTHER	BALANCE PER	BALANCE PER
DESCRIPTION	ACCOUNT	RATE OF		PER BANK	OUTSTANDING	OUTSTANDING	RECONCILING	TREASURER'S	TREASURER'S
	NUMBER	INTEREST		STATEMENT	CHECKS	DEPOSITS	ITEMS	BOOKS	BOOKS
FIRST NATIONAL BANK-PAYROLL	200563	0.05%		\$261,432.35	(\$153.85)	\$0.00	\$0.00	\$261,278.50	\$361,041.96
FIRST NATIONAL BANK-MM	808263	0.30%		\$3,328,567.14	\$0.00	\$0.00	\$0.00	\$3,328,567.14	\$1,324,231.93
FIRST F&M	4534150062	0.0800%		\$565,156.41	(\$189,038.06)	\$0.00	\$0.00	\$376,118.35	\$956,468.71
MNTrust	6770	1.38%		\$2,023,206.03	\$0.00	\$0.00	\$0.00	\$2,023,206.03	\$2,748,193.07
TOTAL				\$6,178,361.93	(\$189,191.91)	\$0.00	\$0.00	\$5,989,170.02	\$5,389,935.67
								Dollar	Dollar
CERTIFICATES OF DEPOSIT	CD #	Date Purchased	Maturity Da	Maturity Period	Interest Rate			Amount	Amount
MNTrust Full Flex		7/1/2022	7/31/2022		2.03%			\$501,300.61	
US Treasury Security		4/21/2022	10/31/2022	6 Months	1.168%			\$296,279.10	
US Treasury Security		4/21/2022	1/31/2023	9 Months	1.541%			\$299,685.94	
Goldman Sachs Bank	48283-1	5/5/2021	5/5/2023	24 Months	0.100%			\$249,248.69	
Total								\$1,346,514.34	\$1,990,536.16
Grand Total								\$7,335,684.36	\$7,380,471.83
						Signed	Jacque Kennedy		

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

8/16/2022

09:53:29

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65220	9659		REALLY GOOD STUFF, LLC		Check
				E 01	103 408 000 740 433	159131 8 pocket student work homework orga	\$74.62
				E 01	103 408 000 740 433	Freight	\$11.95
PO#: 17798	Voucher #:	92155	Invoice	Invoice No:	7966863	7/15/2022	Paid Amt: \$86.57
			E 01	103 203 171 000 430	708644 9x12 double sided non magnetic prime		\$129.98
			E 01	103 203 171 000 430	160103PE durable book and binder holders 12		\$143.98
			E 01	103 203 171 000 430	shippin		\$41.09
PO#: 17811	Voucher #:	92156	Invoice	Invoice No:	7966859	7/15/2022	Paid Amt: \$315.05
			E 01	103 203 171 000 430	707857 Squish donut 3" st/12		\$4.69
			E 01	103 203 171 000 430	142781 Happy Birthday pencils st/12		\$0.00
			E 01	103 203 171 000 430	702359 Black and white collection happy birthc		\$0.00
			E 01	103 203 171 000 430	143538YE EZC reader strips - 30 strips yellow		\$24.99
			E 01	103 203 171 000 430	162065PE 12/pk single color gray chapter boo		\$253.98
			E 01	103 203 171 000 430	Freight		\$42.55
PO#: 17818	Voucher #:	92157	Invoice	Invoice No:	7966869	7/15/2022	Paid Amt: \$326.21
			E 01	103 203 171 000 430	164289 Book baskets large neon st/6		\$59.99
			E 01	103 203 171 000 430	164316 Book baskets medium neon st/6		\$57.99
			E 01	103 203 171 000 430	Freight		\$17.70
PO#: 17850	Voucher #:	92158	Invoice	Invoice No:	7966865	7/15/2022	Paid Amt: \$135.68
			E 04	005 582 000 344 430	163373 Large book baskets set/6		\$208.96
			E 04	005 582 000 344 430	Freight		\$31.34
PO#: 17803	Voucher #:	92159	Invoice	Invoice No:	7966860	7/15/2022	Paid Amt: \$240.30
			E 04	005 580 000 325 430	160016PIN Large rectangle book bins pink		\$115.99
			E 04	005 580 000 325 430	Freight		\$17.40
PO#: 17847	Voucher #:	92160	Invoice	Invoice No:	7966861	7/15/2022	Paid Amt: \$133.39
			E 01	103 203 173 000 430	156518 math reference 4 pocket folders		\$89.98
			E 01	103 203 173 000 430	161918 multiples poster set		\$14.99
			E 01	103 203 173 000 430	shipping		\$15.75
PO#: 17876	Voucher #:	92161	Invoice	Invoice No:	7966864	7/15/2022	Paid Amt: \$120.72
			E 01	103 203 171 000 430	156518 Math reference 4 pocket folders		\$89.98
			E 01	103 203 171 000 430	164853 standard privacy shields st/12		\$116.98
			E 01	103 203 171 000 430	Freight		\$31.04
PO#: 17844	Voucher #:	92162	Invoice	Invoice No:	7966870	7/15/2022	Paid Amt: \$238.00
							Check Amount: \$1,595.92
2689	FIN	65221	9641		GM FINANCIAL LEASING		Check
				E 04	005 249 000 321 370	Rentals & Leases, JULY 2022	\$288.18
				E 04	005 249 000 321 370	Rentals & Leases, JULY 2022	(\$288.18)

Detail Payment Register By Check

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Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd		Vendor	Pmt/Void Date	Pmt Type		
2689	FIN	65225	10017			SCHOOL SPECIALTY LLC		Check		
				E 01	103 203	171 000 430	general supplies - see attached	\$63.63		
	PO#: 17883	Voucher #:	92168	Invoice		Invoice No: 308104016027	7/18/2022	Paid Amt:	\$63.63	
				E 01	103 203	171 000 430	general supplies - see attached	\$177.78		
	PO#: 17880	Voucher #:	92169	Invoice		Invoice No: 308104016026	7/18/2022	Paid Amt:	\$177.78	
				E 04	005 580	000 325 430	general supplies see attached	\$55.64		
	PO#: 17855	Voucher #:	92170	Invoice		Invoice No: 208130215513	7/18/2022	Paid Amt:	\$55.64	
				E 01	103 203	171 000 430	General supplies - see attached	\$128.80		
	PO#: 17810	Voucher #:	92171	Invoice		Invoice No: 308104016020	7/18/2022	Paid Amt:	\$128.80	
				E 01	103 203	171 000 401	General supplies see attached	\$339.38		
	PO#: 17816	Voucher #:	92172	Invoice		Invoice No: 208130215535	7/18/2022	Paid Amt:	\$339.38	
				E 01	103 203	171 000 430	General supplies - see attached	\$81.59		
	PO#: 17829	Voucher #:	92173	Invoice		Invoice No: 308104016021	7/18/2022	Paid Amt:	\$81.59	
				E 01	103 203	171 000 430	general supplies see attached	\$81.63		
	PO#: 17833	Voucher #:	92174	Invoice		Invoice No: 208130215540	7/18/2022	Paid Amt:	\$81.63	
								Check Amount:	\$928.45	
2689	FIN	65226	8925			BLUEPEAK		Check		
				E 01	005 810	000 000 320	Communications/Phone 7/10-8/9	\$1,637.98		
	PO#:	Voucher #:	92180	Invoice		Invoice No: 000459101	7/19/2022	Paid Amt:	\$1,637.98	
								Check Amount:	\$1,637.98	
2689	FIN	65227	9156			LIBERTY MUTUAL INSURANCE		Check		
				E 01	005 940	000 000 340	Property Insurance, FY 2023	\$123,906.00		
	PO#:	Voucher #:	92176	Invoice		Invoice No: 14311424	7/19/2022	Paid Amt:	\$123,906.00	
								Check Amount:	\$123,906.00	
2689	FIN	65228	5602			Mid States Audio Inc		Check		
				E 01	005 605	150 000 455	NonInstructional Tech Supplies	\$127.52		
	PO#:	Voucher #:	92187	Invoice		Invoice No: 32264	7/19/2022	Paid Amt:	\$127.52	
								Check Amount:	\$127.52	
2689	FIN	65229	10007			SCHOOL MATE		Check		
				E 01	103 203	171 000 430	P813 Elementary planner non-custom option	\$100.00		
				E 01	103 203	171 000 430	shipping	\$12.50		
	PO#: 17845	Voucher #:	92178	Invoice		Invoice No: 000575038	7/19/2022	Paid Amt:	\$112.50	
								Check Amount:	\$112.50	
2689	FIN	65230	10041			SOCIAL THINKING		Check		
				E 01	103 420	000 740 433	7330 Getting Started bundle ages 5-11	\$121.99		
				E 01	103 420	000 740 433	shipping	\$20.39		
	PO#: 17788	Voucher #:	92181	Invoice		Invoice No: 255982	7/19/2022	Paid Amt:	\$142.38	
								Check Amount:	\$142.38	

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor							Pmt/Void Date	Pmt Type
2689	FIN	65231	10131	SPEED STACKS, INC								Check	
				E	01	103	203	171	000	430	Jumbo cups - replacements	\$71.88	
				E	01	103	203	171	000	430	SHIPPING	\$13.47	
	PO#: 17955	Voucher #:	92175	Invoice	Invoice No: 626792				7/19/2022		Paid Amt:	\$85.35	
											Check Amount:	\$85.35	
2689	FIN	65232	6556	STUDIES WEEKLY, INC.								Check	
				E	01	103	203	173	302	460	online Studies weekly newspapers	\$590.75	
	PO#: 17866	Voucher #:	92179	Invoice	Invoice No: 440963				7/19/2022		Paid Amt:	\$590.75	
											Check Amount:	\$590.75	
2689	FIN	65233	6574	TEACHER DIRECT								Check	
				E	01	103	203	171	000	430	763OOST CLI slider pencil storage case	\$23.60	
				E	01	103	203	171	000	430	shipping	\$10.00	
	PO#: 17812	Voucher #:	92186	Invoice	Invoice No: 2022/12510				7/19/2022		Paid Amt:	\$33.60	
											Check Amount:	\$33.60	
2689	FIN	65234	7716	VERIZON WIRELESS								Check	
				E	01	005	810	000	000	320	Communications/Phone, 7/9-8/8	\$617.29	
	PO#:	Voucher #:	92177	Invoice	Invoice No: 9910678259				7/19/2022		Paid Amt:	\$617.29	
											Check Amount:	\$617.29	
2689	FIN	65235	9681	ZANE-BLOSER								Check	
				E	01	103	203	173	302	460	9781453119327 handwriting book grade 4	\$1,118.00	
				E	01	103	203	173	302	460	shipping	\$100.62	
	PO#: 17870	Voucher #:	92182	Invoice	Invoice No: 10345974				7/19/2022		Paid Amt:	\$1,218.62	
				E	01	103	203	173	302	460	Zaner Bloser Handwriting 2020 grade 3 studen	\$1,170.00	
				E	01	103	203	173	302	460	shipping	\$105.30	
	PO#: 17868	Voucher #:	92183	Invoice	Invoice No: 10345652				7/19/2022		Paid Amt:	\$1,275.30	
				E	04	005	582	000	344	430	9781453116425 ABC 123 Just for Me 2016 cla	\$170.00	
				E	04	005	582	000	344	430	9781453116449 ABC 123 Just for Me Activity E	\$121.50	
				E	04	005	582	000	344	430	SHIPPING	\$26.24	
	PO#: 17864	Voucher #:	92184	Invoice	Invoice No: 10346050				7/19/2022		Paid Amt:	\$317.74	
				E	04	005	582	000	344	430	9781453116425 ABC Just for Me classroom pæ	\$170.00	
				E	04	005	582	000	344	430	9781453116449 ABC Just for Me activity book	\$121.50	
				E	04	005	582	000	344	430	SHIPPING	\$26.24	
	PO#: 17873	Voucher #:	92185	Invoice	Invoice No: 10346051				7/19/2022		Paid Amt:	\$317.74	
											Check Amount:	\$3,129.40	
2689	FIN	65236	9921	EXPLORE LEARNING								Check	
				E	01	103	203	012	160	406	Gizmos Teacher plus student license 36 month	\$5,589.00	
	PO#: 17879	Voucher #:	92188	Invoice	Invoice No: 582990				7/19/2022		Paid Amt:	\$5,589.00	
											Check Amount:	\$5,589.00	

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor										Pmt/Void Date	Pmt Type
2689	FIN	65237	00569		CARSON-DELLOSA PUBLISHING LLC											Check
				E 01	103	203	171	000	430	114282 Chart				\$3.99		
				E 01	103	203	171	000	430	110553 Bulletin Board				\$7.99		
				E 01	103	203	171	000	430	150068 Name tags				\$5.49		
				E 01	103	203	171	000	430	150059 Name tags				\$1.99		
				E 01	103	203	171	000	430	shipping				\$7.95		
	PO#: 17849	Voucher #:	92219	Invoice	Invoice No: 913634				7/19/2022				Paid Amt:	\$27.41		
															Check Amount:	\$27.41
2689	FIN	65238	8550		EAI EDUCATION											Check
				E 01	103	203	171	000	430	520637 open number line set of 10				\$0.00		
				E 01	103	203	171	000	430	533096 geared for time clock classroom kit 1 d				\$53.95		
				E 01	103	203	171	000	430	533071 jumbo magnetic quiet shape foam frac				\$22.95		
				E 01	103	203	171	000	430	533788 jumbo magnetic quiet foam fraction cir				\$29.95		
				E 01	103	203	171	000	430	Freight				\$9.97		
	PO#: 17785	Voucher #:	92220	Invoice	Invoice No: 1182345				7/19/2022				Paid Amt:	\$116.82		
															Check Amount:	\$116.82
2689	FIN	65239	4054		PIPESTONE KIWANIS CLUB											Check
				E 01	005	640	173	316	366	Curriculum Staff Development				\$80.00		
	PO#:	Voucher #:	92222	Invoice	Invoice No: 07/19/2022				7/19/2022				Paid Amt:	\$80.00		
															Check Amount:	\$80.00
2689	FIN	65240	9796		REALLY GREAT READING COMPANY LLC											Check
				E 01	103	203	171	000	430	BLASTKIT-C Blast Foundation Student Kit				\$110.00		
				E 01	103	203	171	000	430	Freight				\$13.20		
	PO#: 17839	Voucher #:	92221	Invoice	Invoice No: 34825				7/19/2022				Paid Amt:	\$123.20		
															Check Amount:	\$123.20
2689	FIN	65241	9918		SCHOLASTIC NEWS											Check
				E 04	005	582	000	344	430	406-5437 scholastic my big world and digital				\$55.00		
				E 04	005	582	000	344	430	Freight				\$5.50		
	PO#: 17872	Voucher #:	92189	Invoice	Invoice No: M7282227				7/19/2022				Paid Amt:	\$60.50		
				E 04	005	582	000	344	430	Scholastic My Big World print & digital				\$165.00		
				E 04	005	582	000	344	430	Freight				\$16.50		
	PO#: 17874	Voucher #:	92217	Invoice	Invoice No: M7282226				7/19/2022				Paid Amt:	\$181.50		
				E 01	103	203	173	302	460	Scholastic magazine subscription				\$479.20		
				E 01	103	203	173	302	460	Scholastic magazine w/science spin				\$79.20		
				E 01	103	203	173	302	460	shipping				\$55.84		
	PO#: 17875	Voucher #:	92218	Invoice	Invoice No: M7282236				7/19/2022				Paid Amt:	\$614.24		
															Check Amount:	\$856.24

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65250	7068		AMERITAS LIFE INSURANCE CORP.		Check
				B 01 215 045	AMERITAS Vision Ins July Coverage	\$810.16	
PO#:		Voucher #:	92238	Invoice	Invoice No: M2023010	7/20/2022	Paid Amt: \$810.16
							Check Amount: \$810.16
2689	FIN	65252	5249		VISA		Check
				E 01 300 292 204 000 369	Entry Fees/Student Travel	\$97.28	
				E 01 300 292 204 000 369	Entry Fees/Student Travel	\$55.73	
PO#:		Voucher #:	92242	Invoice	Invoice No: 1739	7/21/2022	Paid Amt: \$153.01
				E 01 300 292 000 000 366	Travel	\$16.52	
PO#:		Voucher #:	92243	Invoice	Invoice No: 9871	7/21/2022	Paid Amt: \$16.52
							Check Amount: \$169.53
2689	FIN	65253	5249		VISA		Check
				E 01 005 640 173 316 366	Curriculum Staff Development	\$33.38	
PO#:		Voucher #:	92244	Invoice	Invoice No: 9871	7/21/2022	Paid Amt: \$33.38
							Check Amount: \$33.38
2689	FIN	65254	5249		VISA		Check
				E 04 005 249 000 321 366	Travel, DR ED	\$491.31	
PO#:		Voucher #:	92245	Invoice	Invoice No: 9913	7/21/2022	Paid Amt: \$491.31
							Check Amount: \$491.31
2689	FIN	65255	5249		VISA		Check
				E 01 005 605 150 000 455	NonInstructional Tech Supplies	\$594.06	
				E 01 005 605 150 000 455	NonInstructional Tech Supplies	\$235.00	
				E 01 005 605 150 000 455	NonInstructional Tech Supplies	\$49.17	
				E 01 005 605 150 000 455	NonInstructional Tech Supplies	\$33.61	
				E 01 005 605 150 000 455	NonInstructional Tech Supplies	\$136.00	
PO#:		Voucher #:	92246	Invoice	Invoice No: 5512	7/25/2022	Paid Amt: \$1,047.84
				E 01 103 203 171 000 430	Instructional Supply	\$719.96	
				E 01 103 203 171 000 430	Instructional Supply	\$809.03	
				E 01 005 605 150 000 455	NonInstructional Tech Supplies	\$11.75	
				E 01 005 605 150 000 455	NonInstructional Tech Supplies	\$42.59	
				E 01 005 605 150 000 455	NonInstructional Tech Supplies	\$50.43	
				E 01 005 605 150 000 455	NonInstructional Tech Supplies	\$7.99	
PO#:		Voucher #:	92247	Invoice	Invoice No: 5512	7/25/2022	Paid Amt: \$1,641.75
							Check Amount: \$2,689.59
2689	FIN	65256	5249		VISA		Check
				E 01 005 010 000 000 401	General Supplies	\$9.76	
				E 01 005 020 000 000 401	General Supplies	\$60.94	
				E 01 005 640 173 316 820	Dues & Membership	\$1,330.00	

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65256	5249		VISA		Check
				E 01	103 203 011 161 369	Entry Fees/Student Travel ESSER III LL	\$370.50
				E 01	103 203 011 161 369	Entry Fees/Student Travel ESSER III LL	\$362.87
				E 01	103 203 171 302 460	Textbooks/Workbooks	\$74.95
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$30.53
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$5.05
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$42.47
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$461.43
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$362.55
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$17.01
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$3.00
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$8.01
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$56.00
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$76.00
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$18.00
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$30.00
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$24.35
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$12.00
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$5.61
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$32.77
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$30.00
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$12.61
				E 01	300 294 204 000 369	Entry Fees/Student Travel	\$13.44
				E 01	103 203 011 161 430	Instructional Supply ESSER III LL	\$102.20
				E 01	300 296 206 000 369	Entry Fees/Student Travel	\$2,860.80
				E 01	103 203 011 161 369	Entry Fees/Student Travel ESSER III LL	\$527.50
				B 01	131 000	Prepaid Expenses & Deposits	\$716.00
				E 01	005 810 000 000 401	General Supplies	\$34.84
				E 01	005 810 000 000 401	General Supplies	\$8.87
				E 01	005 810 000 000 401	General Supplies	\$13.88
				E 01	005 810 000 000 401	General Supplies	\$34.19
				E 01	005 810 000 000 401	General Supplies	\$28.29
				E 01	005 810 000 000 401	General Supplies	\$52.36
				E 01	005 810 000 000 401	General Supplies	\$83.99
				E 01	005 810 000 000 401	General Supplies	\$14.94
				E 01	300 640 172 316 366	MS/HS Staff Development	\$5.50
				E 01	300 640 172 316 366	MS/HS Staff Development	\$4.35
				E 01	300 640 172 316 366	MS/HS Staff Development	\$7.19
				E 01	005 810 000 000 401	General Supplies	\$136.93

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Detail Payment Register By Check

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65256	5249		VISA		Check
				E 01	005 810 000 000 401	General Supplies	\$29.46
				E 01	005 810 000 000 401	General Supplies	\$67.67
				E 01	005 810 000 000 401	General Supplies	\$98.97
				E 01	005 810 000 000 401	General Supplies	\$235.97
				E 01	005 810 000 000 401	General Supplies	\$156.80
				E 01	005 810 000 000 401	General Supplies	\$18.99
				E 01	005 810 000 000 401	General Supplies	\$52.24
				E 01	005 810 000 000 401	General Supplies	\$11.25
				E 01	005 810 000 000 401	General Supplies	\$36.61
				E 01	005 810 000 000 401	General Supplies	\$25.95
				E 01	005 810 000 000 401	General Supplies	\$80.96
				E 02	005 770 000 701 366	Travel	\$78.96
				E 01	005 810 000 000 401	General Supplies	\$8.00
				E 01	005 810 000 000 401	General Supplies	\$8.69
				E 01	300 301 501 830 433	General Supplies	\$32.32
PO#:		Voucher #:	92248	Invoice	Invoice No: 9897	7/25/2022	Paid Amt: \$9,024.52
				E 01	103 203 012 161 430	Instructional Supply	\$26.59
				E 01	005 640 173 316 401	General Supplies	\$660.00
				E 01	103 203 171 000 430	Instructional Supply	\$132.18
				E 01	103 203 171 000 430	Instructional Supply	\$303.29
				E 01	006 203 171 000 430	Instructional Supply	\$33.95
				E 01	006 203 171 000 430	Instructional Supply	\$33.95
				E 01	006 203 171 000 430	Instructional Supply	\$33.95
				E 01	300 640 173 316 366	Travel	\$140.00
				E 01	005 640 173 316 305	Consult & Serv.fees	\$210.00
				E 01	005 640 173 316 366	Curriculum Staff Development	\$1,210.00
				E 01	005 640 173 316 366	Curriculum Staff Development	\$840.00
				E 01	207 211 011 155 406	Instructional Software License	\$11.50
				E 01	300 211 011 155 406	Instructional Software License	\$12.50
				E 01	300 292 000 000 401	General Supplies	\$10.68
				E 01	300 296 206 000 401	General Supplies	\$37.35
				E 01	300 301 501 830 433	Individualized Mat.	\$50.00
				E 01	207 256 172 000 401	General Supplies	\$369.90
				E 01	300 220 012 160 401	General Supplies	\$660.62
				E 01	300 220 012 160 401	General Supplies	\$8.95
				E 01	103 420 000 740 433	Individualized Mat.	\$71.34
				E 01	103 407 000 740 433	Individualized Mat.	\$53.27
				E 01	103 407 000 740 433	Individualized Mat.	\$236.40

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65256	5249		VISA		Check
				E 01	103 203 171 000 430	Instructional Supply	\$63.86
				E 01	103 203 171 000 430	Instructional Supply	\$58.76
				E 01	005 810 000 000 401	General Supplies	\$84.84
				E 01	005 810 000 000 401	General Supplies	\$14.75
				E 01	005 640 173 316 820	Dues & Membership	\$100.00
				E 01	005 810 000 000 401	General Supplies	\$17.74
				E 01	300 050 172 000 401	General Supplies	\$7.99
				E 06	005 870 000 000 520	Build Acq/Construct	\$1,800.00
PO#:		Voucher #:	92249	Invoice	Invoice No: 9897	7/25/2022	Paid Amt: \$7,294.36
							Check Amount: \$16,318.88
2689	FIN	65257	10066		ADLER COUNSELING PLLC		Check
				E 01	005 730 011 155 379	Mental Health Professional Ser. JUNE 2022	\$1,000.00
PO#:		Voucher #:	92251	Invoice	Invoice No: 22-06-01	7/26/2022	Paid Amt: \$1,000.00
							Check Amount: \$1,000.00
2689	FIN	65258	5782		CENTERPOINT ENERGY		Check
				E 01	300 810 000 000 440	Fuel For Buildings, JUNE 2022	\$3,717.67
PO#:		Voucher #:	92252	Invoice	Invoice No: 8000015159-9	7/26/2022	Paid Amt: \$3,717.67
							Check Amount: \$3,717.67
2689	FIN	65259	4570		PIPESTONE MEDICAL GROUP		Check
				E 01	103 420 000 740 394	to Non-Ed Agency PT JUNE 2022	\$1,712.75
PO#:		Voucher #:	92253	Invoice	Invoice No: PI PIP JAS S	7/26/2022	Paid Amt: \$1,712.75
							Check Amount: \$1,712.75
2689	FIN	65260	10122		PRIMEX WIRELESS INC		Check
				E 01	005 810 000 000 350	Repair&maint Service	\$838.15
PO#:		Voucher #:	92254	Invoice	Invoice No: 3070	7/26/2022	Paid Amt: \$838.15
							Check Amount: \$838.15
2689	FIN	65261	3697		SW/WC SERVICE COOPERATIVE		Check
				E 01	100 412 000 740 396	Special Ed Purchased From Dist, SUMMER E	\$431.95
				E 01	100 412 000 740 397	Sp Ed Benefits Purchased, SUMMER ECSE T	\$146.86
				E 01	100 412 000 740 366	Travel, summer ECSE TEACHER	\$102.94
				E 01	100 412 000 740 396	Special Ed Purchased From Dist, SUMMER E	\$451.14
				E 01	100 412 000 740 397	Sp Ed Benefits Purchased, SUMMER ECSE T	\$153.39
				E 01	100 412 000 740 366	Travel, SUMMER ECSE TEACHER	\$107.52
				E 01	005 404 000 740 396	Special Ed Purchased From Dist, SUMMER, S	\$656.34
				E 01	005 404 000 740 397	Sp Ed Benefits Purchased, SUMMER, SUMME	\$223.16
				E 01	005 404 000 740 396	Special Ed Purchased From Dist, SUMMER O	\$114.50
				E 01	005 401 000 740 396	Special Ed Purchased From Dist, SUMMER SI	\$1,049.30

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65261	3697		SW/WC SERVICE COOPERATIVE		Check
				E 01	005 401 000 740 397 Special Ed Purchased From Dist, SUMMER SI	\$356.76	
				E 01	005 401 000 740 366 Special Ed Purchased From Dist, SUMMER SI	\$192.34	
				E 01	005 401 000 740 366 Travel	\$0.00	
PO#:	Voucher #:	92255	Invoice	Invoice No:	69958	7/26/2022	Paid Amt: \$3,986.20 Check Amount: \$3,986.20
2689	FIN	65262	7137		CENGAGE LEARNING		Check
				E 01	300 256 012 160 460 College Algebra, 10th Student Ed + WebAssign	\$6,015.00	
				E 01	300 256 012 160 460 Shipping/processing fee	\$300.75	
PO#: 17956	Voucher #:	92256	Invoice	Invoice No:	78145517	7/26/2022	Paid Amt: \$6,315.75 Check Amount: \$6,315.75
2689	FIN	65263	00733		FESTIVAL OF BANDS		Check
				E 01	300 258 233 000 369 Entry Fees/Student Travel, BAND	\$250.00	
PO#:	Voucher #:	92258	Invoice	Invoice No:	24	7/26/2022	Paid Amt: \$250.00 Check Amount: \$250.00
2689	FIN	65264	6290		FOLLETT CONTENT SOLUTIONS		Check
				E 01	005 110 000 000 405 SEE ATTACHED	\$351.31	
				E 01	103 620 591 000 405 SEE ATTACHED	\$1,334.00	
				E 01	005 110 000 000 405 SEE ATTACHED	\$1,334.00	
PO#: 17944	Voucher #:	92257	Invoice	Invoice No:	1481088	7/26/2022	Paid Amt: \$3,019.31 Check Amount: \$3,019.31
2689	FIN	65265	03105		GOPHER		Check
				E 01	300 240 172 000 430 #47-081 Screamin'Rainbow National Dodgeba	\$278.00	
				E 01	300 240 172 000 430 #71-592 Rainbow Kowabunga! Beach Ball - 2'	\$99.95	
				E 01	300 240 172 000 430 #71-780 Gopher D-Lite Ball - 24"-36" dia bladd	\$30.52	
				E 01	300 240 172 000 430 #31-091 Foam Golf Balls - 2 1/2" dia, Yellow, S	\$62.92	
				E 01	300 240 172 000 430 #20-770 Gopher Quikshot Disc Golf Discs-Driv	\$35.84	
				E 01	300 240 172 000 430 #20-771 Gopher Quikshot Disc Golf Discs-Mid	\$35.84	
				E 01	300 240 172 000 430 #20-772 Gopher Quikshot Disc Golf Discs-putt	\$35.84	
				E 01	300 240 172 000 430 #56-058 Onix Fuse Pickle Balls - Outdoor, eon	\$118.56	
				E 01	300 240 172 000 430 #49-750 ACTIVE! FitRoll Fitness Dice Pack	\$165.00	
				E 01	300 240 172 000 430 #61-800 .75hp Inflator/Deflator	\$125.10	
				E 01	300 240 172 000 430 #89-665 Sterlite 18 Gallon Tuff Totes-Gray	\$53.92	
				E 01	300 240 172 000 430 #53-480 Gopher 51 Recreational Shuttlecocks	\$29.58	
				E 01	300 240 172 000 430 #58-729 ACTION! Nitro Ball - Ball	\$79.90	
PO#: 18011	Voucher #:	92259	Invoice	Invoice No:	197039	7/26/2022	Paid Amt: \$1,150.97 Check Amount: \$1,150.97

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor										Pmt/Void Date	Pmt Type
2689	FIN	65266	10140		HARRIS SCHOOL SOLUTIONS											Check
				E 01	300	640	172	316	405	MeRel Power Walkthrough Site License				\$2,084.28		
	PO#: 18003	Voucher #:	92260	Invoice	Invoice No: MXMN0000600				7/26/2022				Paid Amt:	\$2,084.28		
													Check Amount:	\$2,084.28		
2689	FIN	65267	10141		ILLUMINATE EDUCATION, INC											Check
				E 01	103	201	150	000	406	FASTFLIX SUBSCRIPTION				\$750.00		
				E 01	207	211	150	000	406	FAST BRIDGE ASSESMENT SYSTEM				\$2,161.00		
				E 01	300	211	150	000	406	FAST BRIDGE ASSESMENT SYSTEM				\$2,161.00		
				E 01	103	203	150	000	406	FAST BRIDGE ASSESMENT SYSTEM				\$3,610.50		
	PO#: 17903	Voucher #:	92262	Invoice	Invoice No: 0000068752				7/26/2022				Paid Amt:	\$8,682.50		
													Check Amount:	\$8,682.50		
2689	FIN	65268	5546		INNOVATIVE OFFICE SOLUTIONS											Check
				E 01	005	110	000	000	401	UN10506 File Folders				\$47.52		
				E 01	005	110	000	000	401	UNV14121 Hanging File Folders				\$49.22		
				E 01	005	110	000	000	401	UNV20981 2" Binder				\$7.98		
				E 01	005	110	000	000	401	UNV20971 1.5" Binder				\$11.72		
				E 01	005	110	000	000	401	UNV20961 1" Binder				\$4.44		
				E 01	005	110	000	000	401	UNV20991 3" Binder				\$10.20		
				E 01	005	110	000	000	401	CLI30532 Sorter				\$17.62		
				E 01	005	110	000	000	401	SAF3255BL Organizer				\$75.74		
				E 01	005	110	000	000	401	DYM30251 Dymo Labels				\$11.20		
				E 01	005	110	000	000	401	UNV10200 Binder Clips Small				\$1.80		
				E 01	005	110	000	000	401	ALEELT4218S				\$362.26		
	PO#: 17951	Voucher #:	92261	Invoice	Invoice No: 3848917				7/26/2022				Paid Amt:	\$599.70		
													Check Amount:	\$599.70		
2689	FIN	65269	9518		INNOVATIVE OFFICE SOLUTIONS LLC											Check
				E 01	103	203	171	000	430	CART 3797525				\$2,060.93		
				E 01	103	203	171	000	430	SHIPPING - FREE				\$0.00		
	PO#: 17925	Voucher #:	92263	Invoice	Invoice No: 3848544				7/26/2022				Paid Amt:	\$2,060.93		
													Check Amount:	\$2,060.93		
2689	FIN	65270	01140		JERS ELECTRIC INC											Check
				E 01	005	810	000	000	350	Repair&maint Service				\$373.25		
	PO#:	Voucher #:	92264	Invoice	Invoice No: 3724				7/26/2022				Paid Amt:	\$373.25		
													Check Amount:	\$373.25		
2689	FIN	65271	7377		LIBERTY SEPTIC, INC											Check
				E 01	005	810	000	000	350	Repair&maint Service				\$275.00		
	PO#:	Voucher #:	92265	Invoice	Invoice No: 075467				7/26/2022				Paid Amt:	\$275.00		
													Check Amount:	\$275.00		

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65272	4766	4766	CENEX HARVEST STATES		Check
				E 01 005 810 000 000 401	General Supplies	\$16.41	
	PO#:	Voucher #:	92267	Invoice	Invoice No: 27839	7/26/2022	Paid Amt: \$16.41 Check Amount: \$16.41
2689	FIN	65273	01140		JERS ELECTRIC INC		Check
				E 01 005 810 000 000 350	Repair&maint Service	\$2,049.32	
	PO#:	Voucher #:	92266	Invoice	Invoice No: 3729	7/26/2022	Paid Amt: \$2,049.32 Check Amount: \$2,049.32
2689	FIN	65274	00063		CITY OF PIPESTONE		Check
				E 01 005 810 182 000 330	GARBAGE, JULY 2022	\$750.00	
				E 01 005 810 183 000 330	Utilities, JULY 2022	\$1,263.71	
				E 01 005 810 183 000 330	Utilities, JULY 2022	\$973.26	
				E 01 005 810 183 000 330	Utilities, JULY 2022	\$148.01	
				E 01 005 810 183 000 330	Utilities, JULY 2022	\$905.81	
	PO#:	Voucher #:	92269	Invoice	Invoice No: 07/27/2022	7/27/2022	Paid Amt: \$4,040.79 Check Amount: \$4,040.79
2689	FIN	65275	10029		FIRST BANK & TRUST		Check
				E 01 005 850 000 000 580	Principal on Capital Lease	\$77,000.00	
				E 01 005 850 000 000 581	Interest on Capital Lease	\$7,922.25	
	PO#:	Voucher #:	92268	Invoice	Invoice No: 20170725	7/27/2022	Paid Amt: \$84,922.25 Check Amount: \$84,922.25
2689	FIN	65276	00256		HILLYARD INC/ SIOUX FALLS		Check
				E 02 005 770 000 701 401	General Supplies	\$363.31	
	PO#:	Voucher #:	92284	Invoice	Invoice No: 604801350	7/27/2022	Paid Amt: \$363.31 Check Amount: \$363.31
2689	FIN	65277	00212		HOBART SALES & SERVICE		Check
				E 02 005 770 000 701 401	Maintanance Agreement/Dishwasher 07/22-6/2	\$1,701.00	
	PO#:	Voucher #:	92283	Invoice	Invoice No: EC592733	7/27/2022	Paid Amt: \$1,701.00 Check Amount: \$1,701.00
2689	FIN	65278	9992		IT OUTLET		Check
				E 01 300 605 150 000 455	HDMI WALL PLATE	\$450.00	
				E 01 103 203 150 000 466	VIEWBOARD	\$3,000.00	
				E 01 103 203 150 000 466	Freight	\$117.39	
				E 01 300 605 150 000 455	Freight	\$17.61	
	PO#: 17900	Voucher #:	92282	Invoice	Invoice No: 69582	7/27/2022	Paid Amt: \$3,585.00 Check Amount: \$3,585.00

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65315	10147		ERICKA JACKSON		Check
				R 02 005 000 000 701 601	Sales to Pupils	\$32.95	
	PO#:	Voucher #:	92317	Invoice	Invoice No: 07/28/2022	7/28/2022	Paid Amt: \$32.95 Check Amount: \$32.95
2689	FIN	65316	10144		KELLY PATTY		Check
				R 02 005 000 000 701 601	REFUND LUNCH ACCOUNT	\$20.90	
	PO#:	Voucher #:	92312	Invoice	Invoice No: 07/28/2022	7/28/2022	Paid Amt: \$20.90 Check Amount: \$20.90
2689	FIN	65317	10148		LISA NOLAN		Check
				R 02 005 000 000 701 601	REFUND LUNCH ACCOUNT	\$70.00	
	PO#:	Voucher #:	92319	Invoice	Invoice No: 07/28/2022	7/28/2022	Paid Amt: \$70.00 Check Amount: \$70.00
2689	FIN	65318	9849		SARA HACH		Check
				R 02 005 000 000 701 601	REFUND LUNCH ACCOUNT	\$29.90	
	PO#:	Voucher #:	92315	Invoice	Invoice No: 07/28/2022	7/28/2022	Paid Amt: \$29.90 Check Amount: \$29.90
2689	FIN	65319	10142		STEPHANIE PEESO		Check
				R 02 005 000 000 701 601	REFUND LUNCH ACCOUNT	\$6.50	
	PO#:	Voucher #:	92310	Invoice	Invoice No: 07/28/2022	7/28/2022	Paid Amt: \$6.50 Check Amount: \$6.50
2689	FIN	65320	9552		TIM PAULSON		Check
				R 02 005 000 000 701 601	REFUND LUNCH ACCOUNT	\$127.90	
	PO#:	Voucher #:	92318	Invoice	Invoice No: 07/28/2022	7/28/2022	Paid Amt: \$127.90 Check Amount: \$127.90
2689	FIN	65321	10151		BRIDGETT LONGSTREET		Check
				R 02 005 000 000 701 601	REFUND LUNCH ACCOUNT	\$2.35	
	PO#:	Voucher #:	92330	Invoice	Invoice No: 07/28/2022	7/28/2022	Paid Amt: \$2.35 Check Amount: \$2.35
2689	FIN	65322	4107		CORINNA MEAD		Check
				R 02 005 000 000 701 601	REFUND LUNCH ACCOUNT	\$59.95	
	PO#:	Voucher #:	92323	Invoice	Invoice No: 07/28/2022	7/28/2022	Paid Amt: \$59.95 Check Amount: \$59.95
2689	FIN	65323	7466		DEB REINERT		Check
				R 02 005 000 000 701 601	REFUND LUNCH ACCOUNT	\$56.95	
	PO#:	Voucher #:	92320	Invoice	Invoice No: 07/28/2022	7/28/2022	Paid Amt: \$56.95 Check Amount: \$56.95

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65342	9139		FUN EXPRESS LLC		Check
				E 01	103 203 171 000 430	#5/1647 School treasure chest assortment	\$63.96
				E 01	103 203 171 000 430	SHIPPING	\$9.95
PO#: 17807	Voucher #:	92342	Invoice	Invoice No:	717625748-01	8/1/2022	Paid Amt: \$73.91
			E 01	103 203 171 000 430	13746135 Snowman picture frame ornament k		\$15.18
			E 01	103 203 171 000 430	shipping		\$9.95
PO#: 17830	Voucher #:	92343	Invoice	Invoice No:	717712547-02	8/1/2022	Paid Amt: \$25.13
			E 01	103 203 171 000 430	13957351 paper straw christmas trees pk/2		\$15.18
			E 01	103 203 171 000 430	136431137 mosaic picture frame pk/24		\$15.99
			E 01	103 203 171 000 430	13747697 fall leaves wreah pk/2		\$20.78
			E 01	103 203 171 000 430	shipping		\$9.95
PO#: 17843	Voucher #:	92344	Invoice	Invoice No:	717712375-01	8/1/2022	Paid Amt: \$61.90
							Check Amount: \$160.94
2689	FIN	65343	00143		GOPHER ATHLETIC SUPPLY CO		Check
				E 01	300 240 172 000 430	Instructional Supply	\$269.10
PO#:	Voucher #:	92345	Invoice	Invoice No:	200011	8/1/2022	Paid Amt: \$269.10
							Check Amount: \$269.10
2689	FIN	65344	5546		INNOVATIVE OFFICE SOLUTIONS		Check
				E 01	103 201 171 000 430	CART 3846817	\$122.28
				E 01	103 201 171 000 430	SHIPPING - FREE	\$0.00
PO#: 17920	Voucher #:	92347	Invoice	Invoice No:	3848554	8/1/2022	Paid Amt: \$122.28
							Check Amount: \$122.28
2689	FIN	65345	9434		INTERNATIONAL ACADEMY OF SCIENCE		Check
				E 01	300 211 012 160 406	Instructional Software License	\$12,500.00
PO#:	Voucher #:	92346	Invoice	Invoice No:	86689	8/1/2022	Paid Amt: \$12,500.00
							Check Amount: \$12,500.00
2689	FIN	65346	5168		J. W. PEPPER & SON, INC.		Check
				E 01	103 203 171 000 430	11201648 It's Showtime - Director's kit & CD 1	\$54.95
				E 01	103 203 171 000 430	SHIPPING	\$12.99
PO#: 17934	Voucher #:	92348	Invoice	Invoice No:	364359615	8/1/2022	Paid Amt: \$67.94
							Check Amount: \$67.94
2689	FIN	65347	5354		LAKESHORE LEARNING MATERIALS		Check
				E 01	103 407 000 740 433	QUOTE B46627	\$398.47
				E 01	103 407 000 740 433	SHIPPING - FREE	\$0.00
PO#: 17940	Voucher #:	92349	Invoice	Invoice No:	222678070222	8/1/2022	Paid Amt: \$398.47
			E 01	103 201 171 000 430	QUOTE B46930		\$141.55
			E 01	103 201 171 000 430	SHIPPING - FREE per quote		\$0.00
PO#: 17793	Voucher #:	92350	Invoice	Invoice No:	222643070222	8/1/2022	Paid Amt: \$141.55

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65347	5354		LAKESHORE LEARNING MATERIALS		Check
				E 01	103 203 171 000 430 QUOTE B46933		\$80.72
	PO#: 17824	Voucher #:	92351	Invoice	Invoice No: 222448070522	8/1/2022	Paid Amt: \$80.72
				E 01	103 203 171 000 430 QUOTE B46626		\$85.48
	PO#: 17858	Voucher #:	92352	Invoice	Invoice No: 222427070222	8/1/2022	Paid Amt: \$85.48
				E 01	103 203 171 000 430 QUOTE B46935		\$186.27
				E 01	103 203 171 000 430 SHIPPING - FREE		\$0.00
	PO#: 17933	Voucher #:	92353	Invoice	Invoice No: 222348070222	8/1/2022	Paid Amt: \$186.27
					Check Amount:		\$892.49
2689	FIN	65348	6855		Baker & Taylor Books		Check
				E 04	005 591 000 000 470 Library Books		\$139.28
	PO#:	Voucher #:	92354	Invoice	Invoice No: 2036859275	8/1/2022	Paid Amt: \$139.28
					Check Amount:		\$139.28
2689	FIN	65349	10153		FUN EXPRESS, LLC		Check
				E 01	103 203 171 000 430 48/4054 fleece pillow kit 6/pk		\$44.78
				E 01	103 203 171 000 430 shipping		\$9.95
	PO#: 17826	Voucher #:	92355	Invoice	Invoice No: 717712579-01	8/1/2022	Paid Amt: \$54.73
					Check Amount:		\$54.73
2689	FIN	65350	9366		SYNCB/AMAZON		Check
				E 01	103 203 011 161 430 Instructional Supply ESSER III LL		\$758.67
				E 01	207 256 011 161 430 Instructional Supply		\$100.12
				E 01	005 110 000 000 401 General Supplies		\$143.88
				E 01	300 050 172 000 401 General Supplies		\$325.94
				E 01	300 710 172 000 401 General Supplies		\$173.97
	PO#:	Voucher #:	92356	Invoice	Invoice No: 6045787810217568	8/1/2022	Paid Amt: \$1,502.58
				E 01	006 203 171 000 430 Instructional Supply		\$167.61
				E 01	103 201 171 000 430 Instructional Supply		\$728.98
				E 01	103 201 173 302 460 Textbooks/Workbooks		\$69.68
				E 01	103 201 173 000 430 Instructional Supply		\$41.50
				E 01	103 203 171 000 430 Instructional Supply		\$2,570.60
				E 04	005 580 000 325 430 Instructional Supply		\$706.12
				E 04	005 591 000 000 401 General Supplies		\$55.78
				E 04	005 591 000 000 470 Library Books		\$67.26
				E 04	005 582 000 344 430 Instructional Supply		\$243.06
				E 01	103 203 171 000 401 General Supplies		\$292.38
				E 01	103 203 173 000 430 Instructional Supply		\$243.29
				E 01	103 203 173 000 430 Instructional Supply		\$75.50
				E 01	103 407 000 740 401 General Supplies		\$107.18
				E 01	103 407 000 740 433 Individualized Mat.		\$14.39

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65350	9366		SYNCB/AMAZON		Check
				E 01	103 408 000 740 433	Individualized Mat.	\$28.99
				E 01	103 412 000 740 401	General Supplies	\$138.82
				E 01	103 412 000 740 433	Individualized Mat.	\$411.93
				E 01	103 420 000 740 433	Individualized Mat.	\$150.51
				E 01	103 640 171 316 401	General Supplies	\$598.64
				E 01	300 720 000 000 401	General Supplies	\$324.97
PO#:		Voucher #:	92357	Invoice	Invoice No: 6045787810217568	8/1/2022	Paid Amt: \$7,037.19
							Check Amount: \$8,539.77
2689	FIN	65352	9518		INNOVATIVE OFFICE SOLUTIONS LLC		Check
				E 01	207 240 172 000 401	UNV72210BX Clip #1 Gem, Smooth, 100/Bx	\$1.12
				E 01	207 240 172 000 401	NV95001 Clip, #1 Vinyl, ASTD< 500/PKs	\$1.98
				E 01	207 240 172 000 401	AVT34104 Box, Pencil, Clr	\$4.00
				E 01	207 240 172 000 401	UNV92009 Scissors, Econ 8" Straight, SS	\$1.29
				E 01	207 240 172 000 401	UNV40304 Clipboard, Letter	\$3.34
PO#: 18012		Voucher #:	92358	Invoice	Invoice No: 3874682	8/2/2022	Paid Amt: \$11.73
				E 01	300 230 172 000 401	UNV47210 Card, Index, Ruled,3x5,WE,100/PK	\$1.08
				E 01	300 230 172 000 401	UNV47230 Card, Index, Ruled, 4x6, WE, 100/f	\$1.84
				E 01	300 230 172 000 401	UNV72220BX Clip, Jumbo, Smooth,100/BX	\$1.50
				E 01	300 230 172 000 401	CLO30112 Clorox Disinfect Wipes, 3PK/35 CT	\$30.04
				E 01	300 230 172 000 401	EPIE556 Glue Stick, 24OZ, Clear, 30/BX	\$12.99
				E 01	300 230 172 000 401	AVE24411 Marker, Dryerase, 8st	\$14.90
				E 01	300 230 172 000 401	CYO587712 Marker BRDLE, 12/ST/AST	\$28.70
				E 01	300 230 172 000 401	PAP8410152 Marker, Flair, PT GRD, BE	\$13.31
				E 01	300 230 172 000 401	PAP8430152 Marker, Flair,PT GRD, BK	\$13.31
				E 01	300 230 172 000 401	PAC6525 Paper Const 9x12, 300PK, Asst	\$28.44
				E 01	300 230 172 000 401	WAU224501 Paper, 250SH 65#, WE	\$30.16
				E 01	300 230 172 000 401	PAC1011988 Aarray Cardstock,65#,Ltr, WE, 10	\$19.32
				E 01	300 230 172 000 401	UNV55144 Pencil #2 Blk Lead 144 PK	\$19.08
				E 01	300 230 172 000 401	CYO684012 Pencil, Crayola, Long, 12/st	\$16.00
				E 01	300 230 172 000 401	UNV92008 Scissors, Econ, 7" Straight, SS	\$12.80
				E 01	300 230 172 000 401	MMM5910341296 Tape, Trans. 3/4x1296	\$6.30
				E 01	300 230 172 000 401	MMM142 Tape, Mailing, 2"x800" W/DISP	\$30.60
				E 01	300 230 172 000 401	Fuel Surcharge	\$0.00
PO#: 17961		Voucher #:	92359	Invoice	Invoice No: 3874522	8/2/2022	Paid Amt: \$280.37
				E 01	207 256 172 000 430	UNV16113 Folder,Rein,1/3ct,MLA,LTR	\$12.24
				E 01	207 256 172 000 430	EPIE556 Glue Stick, 24oz, Clear, 30/box	\$12.72
				E 01	207 256 172 000 430	SAN80001 Marker, Expo2, Chisel, BK	\$12.72
				E 01	207 256 172 000 430	SAN80003 Marker, Expo 2, Chisel, BE	\$188.40

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65352	9518		INNOVATIVE OFFICE SOLUTIONS LLC		Check
				E 01	207 256 172 000 430 SAN80002 Marker, Expo 2, Chisel, RD		\$121.30
				E 01	207 256 172 000 430 PAC6525 Paper,CNST,9x12,300PK,AST		\$14.22
				E 01	207 256 172 000 430 DIX13882 Pencil,Ticonderoga #2		\$11.10
				E 01	207 256 172 000 430 UNV21130 Sheet Protector, Clear, 100/box		\$7.94
PO#: 17967	Voucher #:	92360	Invoice	Invoice No:	3874528	8/2/2022	Paid Amt: \$380.64
			E 01	300 407 000 740 401	EPIE556 Glue Stick, 24oz., Clear, 30/Box		\$12.99
			E 01	300 407 000 740 401	SAN81045 Marker, Expo2, DE, CHSL, 16st		\$18.84
			E 01	300 407 000 740 401	MMM6545PK Note, PST-IT, 3x3,5PK,NE		\$6.15
			E 01	300 407 000 740 401	UNV35672 Note, Stick-it, 3x5, YW, 12PD		\$7.32
			E 01	300 407 000 740 401	UNV55144 Pencil #2, BLk Lead, 144PK		\$9.54
			E 01	300 407 000 740 401	CYO684024 Pencil, Crayola, Long, 24/st		\$12.80
			E 01	300 407 000 740 401	bicgsm609bk pEN, rOUND, sTIC, 60 bOX, bk		\$5.31
PO#: 17990	Voucher #:	92361	Invoice	Invoice No:	3874556	8/2/2022	Paid Amt: \$72.95
			E 01	207 260 172 000 430	AVT01120 Stikki clips 20 pk, white		\$6.24
			E 01	207 260 172 000 430	UNV07071 Marker, Permanent Fine, black		\$2.27
			E 01	207 260 172 000 430	PAC6303 Construction paper black		\$58.24
			E 01	207 260 172 000 430	PAC6603 Construction paper orange		\$0.90
			E 01	207 260 172 000 430	PAC7307 Construction paper dark blue		\$2.63
			E 01	207 260 172 000 430	PAC8003 Construction paper holiday green		\$1.34
			E 01	207 260 172 000 430	PAC8403 Construction paper yellow		\$0.99
			E 01	207 260 172 000 430	PAC8703 Construction paper brown		\$2.42
			E 01	207 260 172 000 430	PAC9203 Construction paper white		\$0.69
			E 01	207 260 172 000 430	PAC9903 Construction paper holiday red		\$0.89
			E 01	207 260 172 000 430	PAC103009 Construction paper violet		\$12.74
			E 01	207 260 172 000 430	MMM127 refillable tape dispenser for 3/4 in t		\$5.60
			E 01	207 260 172 000 430	UNV12113 Manilla Folders 100/box		\$7.13
			E 01	207 260 172 000 430	san81505 ERASER, DRY ERASE		\$4.98
			E 01	207 260 172 000 430	UNV83412 tape dispenser 1" core black		\$1.35
			E 01	207 260 172 000 430	MMM1426 Mailing Tape, 6/pk,clear		\$16.81
			E 01	207 260 172 000 430	UNV08861 highlighter Yellow 1 doz		\$10.28
			E 01	207 260 172 000 430	UNV08854 Highlighter blue 1 doz		\$10.26
			E 01	207 260 172 000 430	UNV08855 Highlighter pink 1 doz		\$5.64
PO#: 18015	Voucher #:	92362	Invoice	Invoice No:	3874687	8/2/2022	Paid Amt: \$151.40
			E 01	300 407 000 740 401	UNV10210VP clip, Binder, Medium, 36/PK		\$2.29
			E 01	300 407 000 740 401	BICWOTAP10 Tape, Correction, 10/Bx		\$16.92
			E 01	300 407 000 740 401	UNV83412 Tape, Invisible, 12/pk, cr		\$16.81
			E 01	300 407 000 740 401	UNV51302 Tape, Masking, 2"x60YE, 2PK		\$14.66
PO#: 18020	Voucher #:	92363	Invoice	Invoice No:	3874699	8/2/2022	Paid Amt: \$50.68

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

8/16/2022

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65352	9518		INNOVATIVE OFFICE SOLUTIONS LLC		Check
				E 01	300 256 172 000 401 UNV72220BX Clip, Jumbo, Smooth, 100/Box		\$0.75
				E 01	300 256 172 000 401 UNV75610 Tape, Sidewind, 6/pk		\$14.72
				E 01	300 256 172 000 401 UNV08861 Highlighter, Desk, FI Yellow		\$3.52
				E 01	300 256 172 000 401 SAN81505 Erase,Dry Erase		\$27.50
				E 01	300 256 172 000 401 SAN30004 Sharpie, Fie, Pt, Green		\$11.63
				E 01	300 256 172 000 401 SAN30001 Sharpie, Fine Black		\$9.00
				E 01	300 256 172 000 401 SAN80001 Expo 2 Dry Erase, Black		\$38.16
				E 01	300 256 172 000 401 PAC8003 9x12, 58lb, Holiday Green		\$0.77
				E 01	300 256 172 000 401 PAC8403 9x12, 58lb, Yellow		\$2.63
				E 01	300 256 172 000 401 Freight		\$9.33
PO#: 18026	Voucher #:	92364	Invoice	Invoice No:	3874702	8/2/2022	Paid Amt: \$118.01
			E 01	207 260 172 000 401	UNV20991 Binder, View, Round ring, 3" BK		\$4.06
			E 01	207 260 172 000 401	UNV47215 Card, index, Ruled, 3x5, WE, 500/f		\$3.48
			E 01	207 260 172 000 401	PAP5643115 Fluid, Fast Dry, White, 3/pk		\$4.25
			E 01	207 260 172 000 401	EPIE556 Glue Stick, 24oz, clear, 30/bx		\$12.28
			E 01	207 260 172 000 401	UNV20940 Notebook,comp,college,BK		\$7.44
			E 01	207 260 172 000 401	UNV10630 Pad, LGL, ruled, perf, ltr,CA		\$10.04
			E 01	207 260 172 000 401	PAC6303 Paper, CNST, 9x12, 50pk,BS		\$0.77
			E 01	207 260 172 000 401	PAC6903 Paper, CNST,9x12, 50pk, LBN		\$0.78
			E 01	207 260 172 000 401	PAC7203 Paper, CNST, 9x12, 50pk, VL		\$0.75
			E 01	207 260 172 000 401	PAC7303 Paper, CNST, 9x12, 50pk, DBE		\$0.78
			E 01	207 260 172 000 401	PAC7403 Paper, CNST, 9x12, 50pk, BE		\$0.75
			E 01	207 260 172 000 401	PAC9203 Paper, CNST, 9x12, 50pk, WE		\$0.76
			E 01	207 260 172 000 401	PAC 9903 Paper, CNST, 9x12, 50pk, HYR		\$0.97
			E 01	207 260 172 000 401	DIX13882 Pencil, Ticonderoga #2		\$8.88
			E 01	207 260 172 000 401	UNV31306 Pushpin, Plastic, clear, 400i/pk		\$2.27
			E 01	207 260 172 000 401	UNV51301 Tape, Masking, 1"x60YD, 3/pk		\$4.74
			E 01	207 260 172 000 401	UNV43661 Clearner, WHITEBD< Spray 8oz		\$4.98
			E 01	207 260 172 000 401	Freight		\$7.95
PO#: 18018	Voucher #:	92365	Invoice	Invoice No:	3874698	8/2/2022	Paid Amt: \$75.93
			E 01	207 203 172 000 401	UNV42700 Card, Index, Plain, 3x5, WE, 100/P		\$1.35
			E 01	207 203 172 000 401	UNV47210 Card, Index, Ruled, 3x5, WE, 100/f		\$1.35
			E 01	207 203 172 000 401	UNV72210 Clip, #1, Gem, Smooth, 1,000/PK		\$1.36
			E 01	207 203 172 000 401	UNV72220 Clip, Jumbo, Smoth, 1,000/PK		\$4.11
			E 01	207 203 172 000 401	BIXWOC12WE Bluid, Correction,20ML, White		\$1.02
			E 01	207 203 172 000 401	EPIE556 Blue Stick, 24oz, Clear, 30/box		\$24.56
			E 01	207 203 172 000 401	SAN81045 Marker, Expo2,DE,CHSL, 16/st		\$17.87
			E 01	207 203 172 000 401	UNV43851 Marker, Dry, Erase, CHSL, BK		\$21.50

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65352	9518		INNOVATIVE OFFICE SOLUTIONS LLC		Check
				E 01	207 203 172 000 401	UNV43653 Marker, Dry, Erase, CHSL, BE	\$12.90
				E 01	207 203 172 000 401	UNV35672 Note, Stick-It, 3x5, YW, 12PD	\$6.40
				E 01	207 203 172 000 401	PAC7607 Paper, CNST, 12x18, 50pk, SKBE	\$1.43
				E 01	207 203 172 000 401	PAC9207 Paper, CNST, 12xq18, 50pk, WE	\$4.74
				E 01	207 203 172 000 401	UNV20921 Sheet, Filler, 11x8,200 sheet	\$4.43
				E 01	207 203 172 000 401	PEN50HB, Lead Pencil, .7MM, HB, 12PK	\$1.06
				E 01	207 203 172 000 401	PNEC505HB Lead,Pencil, .5MM, HB, 12/PK	\$1.00
				E 01	207 203 172 000 401	UNV55144 Pencil, #2, BLk Lead, 144/PK	\$16.74
				E 01	207 203 172 000 401	JOJ4444 Bandages 1x3 Fabric 100/Box	\$6.60
				E 01	207 203 172 000 401	UNV83412 Tape, Invisible, 12/pk, CR	\$31.68
				E 01	207 203 172 000 401	MMM142 Tape, Mailing, 2"x800" W/DISP	\$2.41
				E 01	207 203 172 000 401	UNV15001 Dispenser, Tape, 1" Core, BK	\$2.94
				E 01	207 203 172 000 401	DUCPTY2 Adhesive Mounting Putty	\$3.08
				E 01	207 203 172 000 401	UNV43654 Marker, Dry Erse, CHSL, GN	\$12.90
				E 01	207 203 172 000 401	Freight	\$12.11
PO#: 18025	Voucher #:	92366	Invoice	Invoice No:	3874701	8/2/2022	Paid Amt: \$193.54
			E 01	300 270 172 000 401	UNV20952 Binder, View, 1/2", White	\$3.70	
			E 01	300 270 172 000 401	UNV20961 Binder, View, 1", Black	\$3.52	
			E 01	300 270 172 000 401	UNV20962 Binder, View, 1", White	\$3.52	
			E 01	300 270 172 000 401	UNV20991 Binder, View, Round Ring, 3", BK	\$4.06	
			E 01	300 270 172 000 401	UNV20992 Binder, View, 3", White	\$12.18	
			E 01	300 270 172 000 401	UNV43004 Clipboard, Letter	\$4.29	
			E 01	300 270 172 000 401	UNV10199 Clip, Binder, Mini	\$1.15	
			E 01	300 270 172 000 401	UNV10200 Clip, Binder, Small	\$0.54	
			E 01	300 270 172 000 401	UNV10210VP Clip, Binder, Medium, 36/Pk	\$4.12	
			E 01	300 270 172 000 401	UNV10220 Clip, Binder, Large	\$3.78	
			E 01	300 270 172 000 401	BICWOC12WE Fluid, Correction, 20ML, White	\$1.02	
			E 01	300 270 172 000 401	BICWOTAPP11 Tape, Correction, 1/6"x400"	\$6.44	
			E 01	300 270 172 000 401	EPIE556 Glue STick, 24oz., Clear, 30/Box	\$12.28	
			E 01	300 270 172 000 401	UNV08851 Highlighter Pockdet, FL Yewllow	\$1.99	
			E 01	300 270 172 000 401	UNV08861 Highlighter, Desk, FI Yellow	\$3.20	
			E 01	300 270 172 000 401	SAN80001 Marker, Expo 2, Chisel, BK	\$12.13	
			E 01	300 270 172 000 401	SAN80003 Marker, Expo 2, Chisel, BE	\$12.13	
			E 01	300 270 172 000 401	SAN80145 Marker, Expo 2, DE, CHSL, 16/st	\$18.87	
			E 01	300 270 172 000 401	DIX13882 Pencil, Ticonderoga #2	\$11.10	
			E 01	300 270 172 000 401	CYO684024 Pencil, Crayola, Long, 24/st	\$12.80	
			E 01	300 270 172 000 401	UNV31306 Pushpin, Plastic, Clear, 400 Pk	\$2.27	
			E 01	300 270 172 000 401	ACM10702 Ruler 12" Wood, Eng/Metri	\$2.46	

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65352	9518		INNOVATIVE OFFICE SOLUTIONS LLC		Check
				E 01	300 270 172 000 401	UNV92009 Scissors, Econ, 8" Straight, SS	\$2.34
				E 01	300 270 172 000 401	UNV92010 Scissors, Econ 8" Bent, SS	\$2.36
				E 01	300 270 172 000 401	UNV21130 Sheet Protector, Clear 100/Box	\$10.74
				E 01	300 270 172 000 401	MMM5910121296 Tape, Trans, 1/2x1296,Clea	\$2.30
				E 01	300 270 172 000 401	UNV83436 Tape, Write on , 34x46 Yd.	\$5.50
				E 01	300 270 172 000 401	UNV43663 Eraser, Dry Erase, Bk	\$5.84
				E 01	300 270 172 000 401	UNV47200 Card, Index, Plain, 3x5, WE, 100/p	\$2.25
				E 01	300 270 172 000 401	SAN80002Marker, Expo 2, Chisel, GN	\$12.13
				E 01	300 270 172 000 401	SHIPPING	\$15.84
PO#: 17982		Voucher #:	92367	Invoice	Invoice No: 3874542	8/2/2022	Paid Amt: \$196.85
				E 01	300 220 173 302 460	UNV20961 Binder, View, 1", Black	\$4.44
				E 01	300 220 173 302 460	UNV20962 Binder, View, 1" White	\$8.88
				E 01	300 220 173 302 460	UNV20981 Binder, View, 2", Black	\$7.98
				E 01	300 220 173 302 460	UNV47210 Card, Index, Ruled, 3x5, WE, 100/i	\$2.70
				E 01	300 220 173 302 460	UNV47230 Card, Index, Ruled, 4x6, WE, 100/i	\$2.76
				E 01	300 220 173 302 460	UNV72210 Clip, #1, Gem, Sooth, 100/Bx	\$1.68
				E 01	300 220 173 302 460	UNV72220BX Clip, Jumbo, Smooth, 100/Bx	\$2.25
				E 01	300 220 173 302 460	UNV95001 Clip, #1 Vinyl, ASTD, 500/Pk	\$1.95
				E 01	300 220 173 302 460	BICWOC12WE Fluid, Crrrection, 20ML, White	\$2.78
				E 01	300 220 173 302 460	CLO15949EA Clorox Disinfect Wipes, Fresh	\$5.24
				E 01	300 220 173 302 460	CLO30112 Clorox, Disinfect Wipes, 3PK/35Ct	\$7.51
				E 01	300 220 173 302 460	UNV35210 Envelope, #10 White	\$28.18
				E 01	300 220 173 302 460	UNV14115 Folder, Hanging, 1/5, LTR, 25/Bx	\$19.92
				E 01	300 220 173 302 460	NV12113 Folder, MLA, 1/3 Ct, LTR 100	\$47.05
				E 01	300 220 173 302 460	EPIE 556 Glue Stick, 24oz, Clear, 30/box	\$13.63
				E 01	300 220 173 302 460	MAX190318 Headset, Headphone, Stereo	\$118.70
				E 01	300 220 173 302 460	CYO587708 Marker Classic, Broad, 8/st	\$8.24
				E 01	300 220 173 302 460	CYO587712 Marker, BRDLNE, 12st, ast	\$10.72
				E 01	300 220 173 302 460	PAP8410152 Marker, Flair, PT, GRD,BE	\$12.70
				E 01	300 220 173 302 460	PAP8430152 Marker, Flair, PT Grd, Bk	\$12.70
				E 01	300 220 173 302 460	UNV66610 Notebook, 1sub, 8x10.5 BLK	\$2.78
				E 01	300 220 173 302 460	MMM6545UC Note, PST-IT, 3x3, 5/pk,ast	\$7.46
				E 01	300 220 173 302 460	UNV35668 Note, Stick-it,3x3,YW,12PD	\$3.78
				E 01	300 220 173 302 460	PAC6103 Paper, CNST, 9x12, 50pk,red	\$3.84
				E 01	300 220 173 302 460	PAC6303 Paper, CNST, 9x12, 50pk,BK	\$3.85
				E 01	300 220 173 302 460	PAC6507 Paper, CNST, 12x18, 50pk, ast	\$1.58
				E 01	300 220 173 302 460	PAC6525 Paper, CNST, 9x12, 300PK, Ast	\$6.91
				E 01	300 220 173 302 460	PAC6603 Paper, CNST, 9x12, 50pk, OE	\$3.52

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65352	9518		INNOVATIVE OFFICE SOLUTIONS LLC		Check
				E 01	300 220 173 302 460	PAC6903 Paper, CNST, 9x12,50pk,LBN	\$2.34
				E 01	300 220 173 302 460	PAC7003 Paper, CNST, 9x12, 50pk, pk	\$2.25
				E 01	300 220 173 302 460	PAC7203 Paper, CNST, 9x12, 50pk, VL	\$3.00
				E 01	300 220 173 302 460	PAC7207 Paper, CNST, 12x18, 50pk, VL	\$2.86
				E 01	300 220 173 302 460	PAC7303 Paper, CNST, 9x12, 50pk, DBE	\$2.34
				E 01	300 220 173 302 460	PAC7307 Paper, CNST, 12x18, 50pk, DBE	\$1.51
				E 01	300 220 173 302 460	PAC7403 Paper, CNST, 9x12, 50pk, BE	\$3.75
				E 01	300 220 173 302 460	PAC7603 Paper, CNST, 9x12, 50pk,SKBE	\$3.00
				E 01	300 220 173 302 460	PAC7703 Paper, CNST, 9x12, 50pk, TE	\$2.25
				E 01	300 220 173 302 460	PAC8003 Paper, CNST, 9x12, 50PK, EVG	\$1.50
				E 01	300 220 173 302 460	PAC8103 Paper, CNST, 9x12, 50pk LGN	\$0.72
				E 01	300 220 173 302 460	PAC8403 Paper, CNST, 9x12, 50PK, yw	\$2.16
				E 01	300 220 173 302 460	PAC9103 Paper, CNST, 9x12, 50PK, HPK	\$0.78
				E 01	300 220 173 302 460	Paper, CNST, 9x12, 50pk, WE	\$7.60
				E 01	300 220 173 302 460	PAC9207 Paper, CONST, 12x18, 50pk, WE	\$9.48
				E 01	300 220 173 302 460	PAC9603 Paper, CNST, 9x12, 50PK, BRG	\$1.52
				E 01	300 220 173 302 460	PAC9903 Paper, CNST, 9x12, 50pk,HYR	\$0.97
				E 01	300 220 173 302 460	PEN50HB Lead, Pencil, .7MM, HB, 12/pk	\$10.60
				E 01	300 220 173 302 460	UNV55400 Pencil, #2, universal	\$2.88
				E 01	300 220 173 302 460	CYO684024 Pencil, Crayola Long, 24/st	\$16.00
				E 01	300 220 173 302 460	UNV31306 Pushpin, Plastic, Clear, 400/pk	\$2.27
				E 01	300 220 173 302 460	JOJ100563500 Bandages Band Aid 60/ct	\$2.19
				E 01	300 220 173 302 460	GOJ965212EA Sanitizer, Hand, Purell, 8oz	\$16.30
				E 01	300 220 173 302 460	UNV92008 Scissors, Econ, 7", Straight, SS	\$5.85
				E 01	300 220 173 302 460	MMM8101K Tape, Magic, 75"x1000", CR	\$10.40
				E 01	300 220 173 302 460	UNV83412 Tape, invisible, 12/pk, cr	\$15.84
				E 01	300 220 173 302 460	UNV83436 Tape, Write on, 3/4x36YD	\$1.10
				E 01	300 220 173 302 460	UNV15001 Dispenser, Tape, 1" Core, BK	\$1.47
				E 01	300 220 173 302 460	DUCPTY2 Adhesive Mounting Putty	\$1.54
				E 01	300 220 173 302 460	KCC03076 Tissue, KLNx12bx,125 SHTS	\$19.21
				E 01	300 220 173 302 460	UNV43661 Cleaner, Whitebd, spray 8oz	\$1.66
				E 01	300 220 173 302 460	DIX13830 Pencil, TIC #2 Presharp, TL	\$7.42
				E 01	300 220 173 302 460	SAN86001 Marker, Expo 2, Fine, BK	\$10.68
				E 01	300 220 173 302 460	UNV56613 Portfolio, Lettwer, 2 Pocket, AST	\$8.75
				E 01	300 220 173 302 460	OXF51274 2 Pocket, ASTD Color, 10/PK	\$5.26
				E 01	300 220 173 302 460	FPRDT20 Glue Stick, 20/pk	\$2.57
				E 01	300 220 173 302 460	Marker, Expo 2, DE, CHSL, 16/st	\$17.87
PO#: 18016	Voucher #:	92368	Invoice	Invoice No:	3874694	8/2/2022	Paid Amt: \$561.62

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65352	9518		INNOVATIVE OFFICE SOLUTIONS LLC		Check
				E 01	207 260 172 000 401	PAP5643115 Fluid, Fast Dry, White, 3/PK	\$8.50
				E 01	207 260 172 000 401	CLO30112 Clorox Disinfect Wipes, 3PKK/35C	\$7.21
				E 01	207 260 172 000 401	OXF51274 2 Pocket, ASTD Color, 10/PK	\$26.30
				E 01	207 260 172 000 401	EPIE304 Glue, Washable, School, 4oz	\$10.90
				E 01	207 260 172 000 401	AVE24411 Marker, Dryerase, 8ST	\$37.25
				E 01	207 260 172 000 401	UNV07071 Marker, Permmt Fine, BK	\$5.18
				E 01	207 260 172 000 401	MMM6545UC Note, PST-IT, 3x3, 5/PK, AST	\$22.38
				E 01	207 260 172 000 401	PAC101188 Array Cardstock, 65#, LTR, WE, 11	\$9.48
				E 01	207 260 172 000 401	PEN50HB Lead, Pencil, .7MM, HB, 12/PK	\$2.65
				E 01	207 260 172 000 401	UNV59022 Ruler, Acrylic, Clr 12"	\$5.10
				E 01	207 260 172 000 401	UNV21125 Sheet Protector, Ltr, Clr 100/BX	\$9.16
				E 01	207 260 172 000 401	SHIPPING	\$7.87
PO#: 17997	Voucher #:	92369	Invoice	Invoice No:	3874570	8/2/2022	Paid Amt: \$151.98
			E 01	300 220 172 000 401	UNV47210 Card, Index, Ruled, 3x5, WE, 100/	\$1.80	
			E 01	300 220 172 000 401	UNV47220 Card, Index, Plain, 4x6, WE, 100/P	\$1.50	
			E 01	300 220 172 000 401	UNV47230 Card, Index, Ruled, 4x6, WE, 100/PI	\$3.00	
			E 01	300 220 172 000 401	UNV10200VP3 Cip, Binder, Small, 36/pk	\$3.40	
			E 01	300 220 172 000 401	UNV10210VP, Clip, Bider, Medium, 36/PK	\$2.06	
			E 01	300 220 172 000 401	BICWOTAPP11 Tape, Correction, 1/6"X400"	\$3.22	
			E 01	300 220 172 000 401	EPEI556 Glue Stick, 24oz, clear, 30/box	\$12.28	
			E 01	300 220 172 000 401	PAP8410152 Marker, Flair, PT GRD, BE	\$5.50	
			E 01	300 220 172 000 401	PAP8430152 Marker, Flair, PT GRD BK	\$12.70	
			E 01	300 220 172 000 401	SAN37001 Marker, Sharpie, ULtrafin, BK	\$8.56	
			E 01	300 220 172 000 401	SAN80001 Marker, Expo 2, CHSEL, BK	\$12.13	
			E 01	300 220 172 000 401	MMM6545PK Note, Pst-It, 3x3, 5/pk, NE	\$12.30	
			E 01	300 220 172 000 401	PAC6303 Paper, CNST, 9x12, 50/pk, BK	\$2.31	
			E 01	300 220 172 000 401	PAP73015 Eraser, Pencil, Cap, Red	\$4.47	
			E 01	300 220 172 000 401	PEN50HB Lead, Pencil, .7MM, HB, 12/pk	\$1.06	
			E 01	300 220 172 000 401	UNV55144 Pencil, #2, Blk Lead, 144/pk	\$8.37	
			E 01	300 220 172 000 401	UNV59021 Ruler, Wood, 12" DBLE EDGE	\$2.94	
			E 01	300 220 172 000 401	UNV92010 Scissors, Econ, 8" Bent, SS	\$7.08	
			E 01	300 220 172 000 401	MMM810P10K Tape, Magic, 75x1M, 10RL, CR	\$21.33	
			E 01	300 220 172 000 401	MMM1426 Tape, MLNG, 2"x800"x5/pk, cr	\$28.50	
			E 01	300 220 172 000 401	MMM260018A Tape, Mask, 3/4"x60Yds	\$5.64	
			E 01	300 220 172 000 401	UNV43663 Eraser, Dry Erase, BK	\$8.76	
			E 01	300 220 172 000 401	SAN80002 Marker, Expo 2, Chisel, Rd	\$12.13	
			E 01	300 220 172 000 401	SAN80004 Marker, Expo 2, Chisel, GN	\$12.13	
PO#: 18006	Voucher #:	92370	Invoice	Invoice No:	3874578	8/2/2022	Paid Amt: \$193.17

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date		Pmt Type
2689	FIN	65352	9518		INNOVATIVE OFFICE SOLUTIONS LLC			Check
				E 01	300 341 172 830 433 VCT900 Calculator, Pocket, 8 Digit		\$4.16	
				E 01	300 341 172 830 433 VICWOTAPP11 Tape, Correction, 1/6"x400"		\$1.69	
				E 01	300 341 172 830 433 DCC8J8BG Cup, 8OZ, Roam, 25/PK, WE		\$4.26	
				E 01	300 341 172 830 433 DXEDBP06W Plate, paper 6", 100PK,WI		\$4.01	
				E 01	300 341 172 830 433 PGC34884PK Napkins, Bounty, 100/PL,WI		\$2.30	
				E 01	300 341 172 830 433 EPIE304 Glue, Washable, School, 4oz		\$1.16	
				E 01	300 341 172 830 433 CYO587708 Marker, Classic, Broad, 8ST		\$4.40	
				E 01	300 341 172 830 433 CYO587712 Marke,r BRDLNE, 12ST, AST		\$5.74	
				E 01	300 341 172 830 433 SAN30001EA Marker, Sharpie, Fine PT, BK		\$9.00	
				E 01	300 341 172 830 433 UNV07071 Marker, Permnt, Fine, BK		\$2.84	
				E 01	300 341 172 830 433 UNV35669 Note, Slfst3x3,12/pd/pk, ast		\$4.34	
				E 01	300 341 172 830 433 UNV35672 Note, Stick-it, 3x5, YW, 12PD		\$7.32	
				E 01	300 341 172 830 433 PAC6507 Paper, CNST, 12x18 ,50;k, ast		\$3.26	
				E 01	300 341 172 830 433 WAU40411 Paper, LTR, 250PK, 110#, WE		\$10.79	
				E 01	300 341 172 830 433 PEN50HB Lead, Pencil, .7MM, HB, 12/PK		\$0.53	
				E 01	300 341 172 830 433 PENC505HB Lead, Pencil, .5M, HB, 12/PK		\$1.00	
				E 01	300 341 172 830 433 UNV83410 Tape, 75x1000, 6rol/pk, cr		\$8.60	
				E 01	300 341 172 830 433 UNV15001 Dispenser, Tape, 1" Core, BK		\$1.64	
				E 01	300 341 172 830 433 UNV43663 Eraser, Dry Eraser, BK		\$1.56	
PO#: 18005	Voucher #:	92371	Invoice	Invoice No:	3874579	8/2/2022		Paid Amt: \$78.60
			E 01	207 203 172 000 401	UNV47210 Card, Index, Rules, 3x5, WE, 100/f		\$0.90	
			E 01	207 203 172 000 401	CLO25949EA Clorox Disinfect Wipes, Fresh		\$25.00	
			E 01	207 203 172 000 401	CLI33930 2 Pocket, Poly		\$24.75	
			E 01	207 203 172 000 401	EPIE556 Glue Stick, 24oz, Clear, 30/box		\$73.68	
			E 01	207 203 172 000 401	SAN30001 Marker, Sharpie, Fine Pt, BK		\$8.56	
			E 01	207 203 172 000 401	UNV43651 Marker, Dry, Erase, CHSL, BK		\$4.30	
			E 01	207 203 172 000 401	TOP63794 Notebook, Permbnd, Comp, Ast		\$21.40	
			E 01	207 203 172 000 401	MMM6545PK, Note, PST-IT, 3x3, PK, NE		\$6.15	
			E 01	207 203 172 000 401	UNV35663 Pad, 12selfstck1,5x2,ast		\$1.86	
			E 01	207 203 172 000 401	Pencil #2, BLk Lead, 144 PK		\$8.37	
			E 01	207 203 172 000 401	UNV59022 Ruler, Scrylic, Clr 12"		\$5.10	
			E 01	207 203 172 000 401	UNV92009 Scissors, Econ, 8" Straight, SS		\$9.36	
			E 01	207 203 172 000 401	MMM5910341296 Tape, Trans, 3/4 x 1296		\$1.89	
			E 01	207 203 172 000 401	MMM8453 Tape, Book, Trans, 3x15Yds		\$8.11	
			E 01	207 203 172 000 401	SHIPPING		\$9.36	
PO#: 18010	Voucher #:	92372	Invoice	Invoice No:	3874583	8/2/2022		Paid Amt: \$208.79
								Check Amount: \$2,726.26

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65353	9704		DAHL MOTORS, LLC		Check
				E 04	005 249 000 321 550 Vehicles Purchased	\$19,232.80	
	PO#:	Voucher #:	92373	Invoice	Invoice No: DEAL # 961	8/2/2022	Paid Amt: \$19,232.80 Check Amount: \$19,232.80
2689	FIN	65354	10156		AUDREY A LIPETZKY		Check
				E 01	300 258 233 000 305 Consult & Serv.fees Band	\$1,300.00	
	PO#:	Voucher #:	92376	Invoice	Invoice No: 100	8/2/2022	Paid Amt: \$1,300.00 Check Amount: \$1,300.00
2689	FIN	65355	10154		CUSTOM MARCHING PRODUCTIONS		Check
				E 01	300 258 233 000 305 Consult & Serv.fees Band	\$1,600.00	
	PO#:	Voucher #:	92374	Invoice	Invoice No: CMP250	8/2/2022	Paid Amt: \$1,600.00 Check Amount: \$1,600.00
2689	FIN	65356	01097		FLINN SCIENTIFIC INC		Check
				E 01	300 260 172 000 430 #ML1377 Cover Slips, plastic, pkg of 100	\$19.80	
				E 01	300 260 172 000 430 #FB0491 Root-Vue Farm	\$42.36	
	PO#: 18014	Voucher #:	92375	Invoice	Invoice No: 2733759	8/2/2022	Paid Amt: \$62.16 Check Amount: \$62.16
2689	FIN	65358	7787		OVERHEAD DOOR CO.		Check
				E 01	300 865 000 363 350 Repair&maint Service	\$275.00	
	PO#:	Voucher #:	92377	Invoice	Invoice No: 0360190-IN	8/2/2022	Paid Amt: \$275.00 Check Amount: \$275.00
2689	FIN	65359	4961		PEARSON EDUCATION		Check
				E 01	300 401 000 740 433 A103000185042 Preschool-3 Complete Kit (Pr	\$419.00	
				E 01	300 401 000 740 433 0158658965 PLS-5 Record Forms Qty 15 (Pri	\$148.50	
				E 01	300 401 000 740 433 0158016521 EOWPVT-4 Record Forms Qty 25	\$84.00	
				E 01	300 401 000 740 433 0158036328 CELF-5 Record Forms Ages 5-8 (	\$92.50	
				E 01	300 401 000 740 433 0158009576 CASL-2 Record Form Comprehe	\$260.00	
				E 01	300 401 000 740 433 Shipping	\$56.50	
	PO#: 17972	Voucher #:	92379	Invoice	Invoice No: 18397051	8/2/2022	Paid Amt: \$1,060.50 Check Amount: \$1,060.50
2689	FIN	65360	7062		PRO-ED		Check
				E 01	300 401 000 740 433 14880 REEL-4: Receptive-Expressive Emerge	\$189.00	
				E 01	300 401 000 740 433 Shipping	\$18.90	
	PO#: 17973	Voucher #:	92378	Invoice	Invoice No: 2946708	8/2/2022	Paid Amt: \$207.90 Check Amount: \$207.90

Detail Payment Register By Check

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Pipestone Area Schools ISD #2689

Detail Payment Register By Check

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65365	10155		PIPESTONE SOIL AND WATER CONVERSATION DISTRICT		Check
				E 06	005 870 000 000 520 Build Acq/Construct	\$1,349.50	
	PO#:	Voucher #:	92386	Invoice	Invoice No: 526	8/2/2022	Paid Amt: \$1,349.50
							Check Amount: \$1,349.50
2689	FIN	65366	01179		RATWIK ROSZAK & MALONEY PA		Check
				E 01	005 010 113 000 305 Consult & Serv.fees, JUNE 2022	\$823.03	
	PO#:	Voucher #:	92387	Invoice	Invoice No: 008/02/2022	8/2/2022	Paid Amt: \$823.03
							Check Amount: \$823.03
2689	FIN	65367	9518		INNOVATIVE OFFICE SOLUTIONS LLC		Check
				E 01	300 230 172 000 401 AVE47993	\$3.36	
				E 01	300 230 172 000 401 UNV51301	\$14.22	
				E 01	300 230 172 000 401 Freight	\$5.78	
	PO#: 18039	Voucher #:	92388	Invoice	Invoice No: 3881196	8/2/2022	Paid Amt: \$23.36
				E 01	300 219 012 160 430 UNV20962 Binder, View, 1", White	\$26.40	
				E 01	300 219 012 160 430 UNV47215 Card, Index, Ruled, 3x5, WE, 500/f	\$34.80	
				E 01	300 219 012 160 430 UNV40304 Clipboard Letter	\$7.15	
				E 01	300 219 012 160 430 UNV10200VP Clip, Binder, small, 144/Pk	\$3.00	
				E 01	300 219 012 160 430 uNV11124 Clip, Binder, Tub, Med 24/pk	\$2.08	
				E 01	300 219 012 160 430 UNV72220BX, Clip, Jumbo, Smooth, 100/Box	\$0.47	
				E 01	300 219 012 160 430 BICWOTAPP11 Tape, Correction, 1/6"x400"	\$8.05	
				E 01	300 219 012 160 430 DIX00400 Crayon , Reg SZ, 24 Ast	\$6.95	
				E 01	300 219 012 160 430 OXF51274 2 Pocket, ASTD Color, 10/pk	\$15.78	
				E 01	300 219 012 160 430 EPIE542 Glue Stick, 24OZ, Clear, 4/pk	\$4.60	
				E 01	300 219 012 160 430 UNV08860 Highlighter, Desk, 5/st	\$1.50	
				E 01	300 219 012 160 430 AVE24411 Marker, Dryerase, 8st	\$7.45	
				E 01	300 219 012 160 430 SAN22478 Marker, Flip Chart, 8/st	\$6.25	
				E 01	300 219 012 160 430 SAN30001 Marker, Sharpie, Fine, Pt, BK	\$8.56	
				E 01	300 219 012 160 430 PAC6303 Paper Const, 9x12, 50pk, BK	\$1.54	
				E 01	300 219 012 160 430 PAC6307 Paper, CNST, 12x18, 50PK, BK	\$3.10	
				E 01	300 219 012 160 430 PAC6507 Paper Cnst, 12x18, 50Pk, Ast	\$3.16	
				E 01	300 219 012 160 430 PAC6525 Paper, Cnst, 9x12, 300PK, Ast	\$13.82	
				E 01	300 219 012 160 430 PAC9203 Paper, CNST, 9x12, 50PK, WE	\$1.52	
				E 01	300 219 012 160 430 PAC9207 Paper, CNST, 12x18, 50PK, WE	\$3.16	
				E 01	300 219 012 160 430 WAU22401 Paper, 250sh, 65#, WE	\$26.76	
				E 01	300 219 012 160 430 UNV55144 Pencil #2, Blk Lead, 144/Pk	\$8.37	
				E 01	300 219 012 160 430 GOJ965212EA Santizer, Hand, Purell, 8oz	\$6.52	
				E 01	300 219 012 160 430 MMM810341296 Tape, Magic 3/4x1296	\$5.04	
				E 01	300 219 012 160 430 UNV63000 Tape, 1.88"x60YD, 6/pk, CR	\$8.32	
				E 01	300 219 012 160 430 MMM142 Tape Mailing, 2"x800" WIDISP	\$2.41	

Pipestone Area Schools ISD #2689

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65367	9518		INNOVATIVE OFFICE SOLUTIONS LLC		Check
				E 01	300 219 012 160 430	MMM8453 Tape, Book, Trans, 3x15 yds	\$8.11
				E 01	300 219 012 160 430	UNV43661 Clearner, Whitebd, Spray 8oz	\$1.66
				E 01	300 219 012 160 430	UNV21125 Sheet Protector, Ltr, Clr, 100/Box	\$9.16
				E 01	300 219 012 160 430	SHIPPING	\$18.89
PO#: 17983	Voucher #:	92389	Invoice	Invoice No:	3881206	8/2/2022	Paid Amt: \$254.58
			E 01	300 219 172 317 430	UNV47210 Card, Index, Ruled, 3x3, WE, 100/I	\$0.90	
			E 01	300 219 172 317 430	UNV47220 Card, Index, Plain, 4x6, WE, 100/P	\$0.75	
			E 01	300 219 172 317 430	UNV10199VP Clip, Binder, Mini, 144/PK	\$2.18	
			E 01	300 219 172 317 430	UNV10210VP Clip, Binder, Medium, 36/PK	\$2.06	
			E 01	300 219 172 317 430	UNV10220 Clip, Binder, Large	\$1.89	
			E 01	300 219 172 317 430	UNV72220BX Clip, Jumbo, Smooth, 100/Bx	\$0.47	
			E 01	300 219 172 317 430	CYO523024 Crayon, Classic Color, 24/ST	\$6.80	
			E 01	300 219 172 317 430	FPRDT10 Glue Stick, 20/PK	\$2.57	
			E 01	300 219 172 317 430	SAN25876PP Highlighter, Major Accent, 6/st	\$3.14	
			E 01	300 219 172 317 430	CYO587712 Marker, BRDLNE, 12/st, AST	\$2.68	
			E 01	300 219 172 317 430	SAN30001 Marker, Sharpie, Fine, PT, BK	\$8.56	
			E 01	300 219 172 317 430	SAN80074 Markaer, Expo2, SHISEL,4/st	\$3.94	
			E 01	300 219 172 317 430	MMM6549YW Note HLND,3x3,12/pk/YW	\$2.66	
			E 01	300 219 172 317 430	UNV35672 Note, Stick-it, 3x5, YW, 12PD	\$6.40	
			E 01	300 219 172 317 430	PC6507 Paper, CNST, 12x18, 50PK, AST	\$6.32	
			E 01	300 219 172 317 430	WAU40411 Paper, Ltr, 150PK, 110#, WE	\$9.10	
			E 01	300 219 172 317 430	PAC101188 Array Cardstock, 65#, LTR, WE, 11	\$9.48	
			E 01	300 219 172 317 430	PEN50HB Lead, Pensil, .7MM, HB, 12/PK	\$1.06	
			E 01	300 219 172 317 430	JOJ100563500 Bandages, Band Aid 60/CT	\$2.19	
			E 01	300 219 172 317 430	MMM810K Tape, Magic, 75"x1000", CR	\$2.08	
			E 01	300 219 172 317 430	MMM260024A Tape, Mask, 1"x60Yds	\$1.22	
			E 01	300 219 172 317 430	DUCPT2 Adhesive, Mounting Putty	\$6.16	
			E 01	300 219 172 317 430	UNV43663 Eraser, Dry Erase, BK	\$5.84	
			E 01	300 219 172 317 430	Freight	\$8.35	
PO#: 18013	Voucher #:	92390	Invoice	Invoice No:	3874684	8/2/2022	Paid Amt: \$96.80
			E 01	300 230 172 000 401	UNV10220 Clip, Binder, Large	\$3.78	
			E 01	300 230 172 000 401	UNV72220BX Clip, Jumbo, Smooth, 100/Bx	\$1.88	
			E 01	300 230 172 000 401	CLO15949EA Clorox Disenfec Wipes, Fresh	\$20.00	
			E 01	300 230 172 000 401	OXF51274 2 Pocket, Astd Color, 10/pk	\$10.52	
			E 01	300 230 172 000 401	DXEDGBP06W Plate, Paper, 6", 100/pk, WH	\$3.48	
			E 01	300 230 172 000 401	DXEFH207 Fork, Plastc, HVYWGT, 100/box	\$3.84	
			E 01	300 230 172 000 401	PGC34884PK Napkins, Bounty,, 100/PK, WH	\$1.84	
			E 01	300 230 172 000 401	san30001 mARKER, Sharpie, Fie PT, Bk	\$8.56	

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Detail Payment Register By Check

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65367	9518		INNOVATIVE OFFICE SOLUTIONS LLC		Check
				E 01	300 230 172 000 401	SAN81045 marker, eXPO2, fINE, BK	\$35.74
				E 01	300 230 172 000 401	UNV07071 Marker, Permnt, Fine, Bk	\$2.59
				E 01	300 230 172 000 401	Paper, CNST, 9x12, 50pk, Red	\$1.92
				E 01	300 230 172 000 401	dPAC6307 Paper, CNST, 12x18, 50pk, BK	\$3.10
				E 01	300 230 172 000 401	PAC6603 Paper, Cnst, 9x12, 50/pk, DE	\$1.76
				E 01	300 230 172 000 401	PAC6903 Paper, Cnst, 9x12, 50pk, LBN	\$0.78
				E 01	300 230 172 000 401	PAC7003 Paper, Cnst, 9x12, 50pk, 0k	\$0.75
				E 01	300 230 172 000 401	PAC7203 Paper, CNST, 9x12, 50pk, VL	\$0.75
				E 01	300 230 172 000 401	PAC7303 Paper CNST 9x12, 50P, DBE	\$0.78
				E 01	300 230 172 000 401	PAC7403 Paper, CNST, 9x12, 50PK, BE	\$0.75
				E 01	300 230 172 000 401	PAC7603 Paper, CNST, 9x12, 50/PK, SKBE	\$0.75
				E 01	300 230 172 000 401	PAC8103 Paper CNST, 9x12, 50PK, LGN	\$0.72
				E 01	300 230 172 000 401	PAC9203 Paper, CNST, 9x12, 50PK, WE	\$3.80
				E 01	300 230 172 000 401	PAC9207 Paper, CNST, 12x18, 50PK, WE	\$3.16
				E 01	300 230 172 000 401	PAC103027 Paper, CNST, 9x12, GY	\$1.64
				E 01	300 230 172 000 401	MMM810341296 Tape, Magic, 3/4x1296	\$12.60
				E 01	300 230 172 000 401	UNV15001 Dispenser, Tape, 1" Core, BK	\$1.47
				E 01	300 230 172 000 401	SHIPPING	\$7.72
PO#: 17986	Voucher #:	92391	Invoice	Invoice No:	3874553	8/2/2022	Paid Amt: \$134.68
			E 01	300 220 172 000 401	UNV72230 Clip, #1 Gem, Non-skid, 1000PK	\$8.35	
			E 01	300 220 172 000 401	SAN37001 Marker, Sharpie, UltraFN, BK	\$8.56	
			E 01	300 220 172 000 401	MMM6545UC Note, PST-IT, 3x3, 5/PK,AST	\$37.30	
			E 01	300 220 172 000 401	MMM810P10K Tape,Magic,75x1M,10RL,CR	\$21.33	
			E 01	300 220 172 000 401	MMM845112 Tape,Book,Trans,1.5x15YDS	\$4.11	
			E 01	300 220 172 000 401	MMM8452 Tape, Book, Trans, 2x15YDS	\$5.33	
			E 01	300 220 172 000 401	Freight	\$7.14	
PO#: 17992	Voucher #:	92392	Invoice	Invoice No:	3874557	8/2/2022	Paid Amt: \$92.12
			E 01	207 270 172 000 401	UNV20992 Binder, View, 3", White	\$32.48	
			E 01	207 270 172 000 401	BICWOTAPP11 Tape, Correction 1/6"x400"	\$1.61	
			E 01	207 270 172 000 401	CLO30112 Clorox Disinfect Wipes, 3/PK/35CT	\$14.42	
			E 01	207 270 172 000 401	OXF51274 2 Pocket, ASTD Color, 10/PK	\$10.52	
			E 01	207 270 172 000 401	MAX190560 Headset, Ear Bud, BK	\$26.60	
			E 01	207 270 172 000 401	PAP8430152 Marker, Flair, PT GRD, BK	\$12.70	
			E 01	207 270 172 000 401	PAC9207 Paper, CNST, 12x18, 50PK, WE	\$1.58	
			E 01	207 270 172 000 401	PEN50HB Lead Pencil, .7MM,HB,12/PK	\$0.53	
			E 01	207 270 172 000 401	UNV55144 Pencil #2, Blk Lead, 144/PK	\$8.37	
			E 01	207 270 172 000 401	MMM136 Tape, DBL, Stick, 1/2x250	\$1.62	
			E 01	207 270 172 000 401	DUCPTY2 Adhesive, Mounting PUTty	\$4.62	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65367	9518		INNOVATIVE OFFICE SOLUTIONS LLC		Check
				E 01	207 270 172 000 401 UNV43661 Cleaner, Whitebdf, Spray 8oz		\$8.30
				E 01	207 270 172 000 401 UNV43663 Eraser, Dry Erase, BK		\$1.46
				E 01	207 270 172 000 401 WAU40311 Paper, 250SH, 90# EXINDEX, WE		\$16.30
				E 01	207 270 172 000 401 Freight		\$15.94
PO#: 17991		Voucher #:	92393	Invoice	Invoice No: 3874558	8/2/2022	Paid Amt: \$157.05
				E 01	300 301 501 830 433 UNV10200VP Clip, Binder, Smal, 144/PK		\$3.00
				E 01	300 301 501 830 433 UNV10220 Clip, Binder, Large		\$1.89
				E 01	300 301 501 830 433 UNV72210 Clip, #1 Gem, Smooth, 1000/Pk		\$1.36
				E 01	300 301 501 830 433 CYO523024 Crayon, Classic, Color, 24/ST		\$2.72
				E 01	300 301 501 830 433 CLO30112 Clorox Disinfect Wipes, 3PK/35CT		\$7.21
				E 01	300 301 501 830 433 DXEDBP06W Plate, Paper, 6", 100PK,WH		\$6.96
				E 01	300 301 501 830 433 DXEFH207 For, PLSTC, HVYWGT,100/BX		\$3.84
				E 01	300 301 501 830 433 EPIE556 Glue Stick, 24OZ, Clear, 30/BX		\$24.56
				E 01	300 301 501 830 433 FPRDT25 Hot Melt Glue Stick, All Temp 25/		\$8.65
				E 01	300 301 501 830 433 CYO587712 Marker, BRDLNE, 12/st, AST		\$32.16
				E 01	300 301 501 830 433 SAN30001 marker, Sharpie, Fine PT, BK		\$8.56
				E 01	300 301 501 830 433 SAN80001 Marker, Expo 2, Chisel, BK		\$12.13
				E 01	300 301 501 830 433 SAN80003 Marker, Expo 2, Chisel, BE		\$12.13
				E 01	300 301 501 830 433 SAN80004 Marker, Expo 2, Chisel, GN		\$12.13
				E 01	300 301 501 830 433 UNV96920 Book,STENO,GREGG,80SH,WH		\$26.40
				E 01	300 301 501 830 433 CYO543115034 Paint, Tmprs, Artsta II, YL		\$2.32
				E 01	300 301 501 830 433 CYO 543115038 Paint, TMPRA, Artsta !!, Rd		\$2.32
				E 01	300 301 501 830 433 CYO543115042 Paint, TMPRA, Artsta II, BE		\$2.32
				E 01	300 301 501 830 433 CYO543115051 Paint, TMPRA, ARTSTA, 11, E		\$2.32
				E 01	300 301 501 830 433 PAC6525 Paper, CNST, 9x12, 300PK, AST		\$13.82
				E 01	300 301 501 830 433 PAC9203 Paper, CNST, 9x12, 50PK,WE		\$1.52
				E 01	300 301 501 830 433 ACM10375 Ruler, Wood, 12IN, Metric&IN		\$16.00
				E 01	300 301 501 830 433 UNV92009 Scissors, Econ, 8" Straight, SS		\$5.85
				E 01	300 301 501 830 433 UV83412 Tape, Invisible, 12/PK, CR		\$31.68
				E 01	300 301 501 830 433 MMM260024A Tape, Mask 1"x60YRDs		\$2.44
				E 01	300 301 501 830 433 UNV15001 Dispenser, Tape, 1" Core, BK		\$4.60
				E 01	300 301 501 830 433 UNV31306 Pushpin, Plastic, Clear, 400PK		\$2.27
				E 01	300 301 501 830 433 UNV74321 1 Hole Punch, Rubber Grip		\$4.48
PO#: 17999		Voucher #:	92394	Invoice	Invoice No: 3874577	8/2/2022	Paid Amt: \$255.64
							Check Amount: \$1,014.23
2689	FIN	65368	9518		INNOVATIVE OFFICE SOLUTIONS LLC		Check
				E 01	300 256 172 000 401 PAC7307 9x12, 58lb. Dark Blue		\$1.45
				E 01	300 256 172 000 401 PAC9903 9x12, 58lb, Holiday Red		\$0.89

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65368	9518		INNOVATIVE OFFICE SOLUTIONS LLC		Check
				E 01	300 256 172 000 401 UNV55144 Pencil #2, Universal 144PK		\$24.06
				E 01	300 256 172 000 401 PEn50HB Lead, .7MM, HB, 12/pk		\$0.50
				E 01	300 256 172 000 401 UNV21130 Sheet Protector, Clear, 100/Bx		\$3.59
				E 01	300 256 172 000 401 NV79000 Staples, Chisel, 5000/Bx		\$0.65
				E 01	300 256 172 000 401 UNV92009 Scissors, Econ, 8" Straight, SS		\$18.30
				E 01	300 256 172 000 401 Freight		\$5.61
PO#: 18026	Voucher #:	92395	Invoice	Invoice No:	3882227	8/2/2022	Paid Amt: \$55.05
			E 01	207 256 172 000 401	UNV20962 Binder, View 1" White		\$8.80
			E 01	207 256 172 000 401	UNV20971 Binder, View, 1.5" Black		\$11.65
			E 01	207 256 172 000 401	unv72220bx cLIP, jUMBO, sMOOTH, 100/bx		\$0.47
			E 01	207 256 172 000 401	eipe556 gLUE sTICK, 24OZ, CLEAR, 30/bX		\$12.28
			E 01	207 256 172 000 401	ave30600 LABEL, IASER, 1"X2 5/8"		\$5.53
			E 01	207 256 172 000 401	UNV43650 Marker, Dry, Erase, CHSL, 4st		\$7.10
			E 01	207 256 172 000 401	PEN50HB Lead Pencil, .7MM,HB,12PK		\$0.53
			E 01	207 256 172 000 401	UNV21130 Sheet protector, Clear 100/Box		\$3.58
			E 01	207 256 172 000 401	MMM260018A Tape, Mask, 3/4"x60Yds		\$1.88
			E 01	207 256 172 000 401	Freight		\$5.45
PO#: 18000	Voucher #:	92396	Invoice	Invoice No:	3881233	8/2/2022	Paid Amt: \$57.27
			E 01	300 258 233 000 401	UNV20961 Binder,View,1",Black		\$8.80
			E 01	300 258 233 000 401	UNV20982 Binder,View,2",White		\$15.80
			E 01	300 258 233 000 401	UNV47200 Card,Index,Plain,3x5,WE,100/pk		\$0.90
			E 01	300 258 233 000 401	unv10200vp cLIP, Binder, Small, 144/Pk		\$6.00
			E 01	300 258 233 000 401	UNV72220 Clip, Jumbp, Smooth, 1,000/Pk		\$4.11
			E 01	300 258 233 000 401	BICWOTAPP11 Tape, Correction, 1/6"x400"		\$4.83
			E 01	300 258 233 000 401	EPIE904 Rubber Cement 4oz		\$3.32
			E 01	300 258 233 000 401	SAN80003 Marker, Expo 2, Chisel, BDE		\$24.26
			E 01	300 258 233 000 401	SAN80004 Marker, Expo 2, Chisel, GN		\$24.26
			E 01	300 258 233 000 401	UNV35672 Note, Stick-It, 3x5, YW, 12pd		\$12.80
			E 01	300 258 233 000 401	UNV11201 Paper, Xero/Dup,20#,Ltr, CA		\$11.22
			E 01	300 258 233 000 401	UNV11202 Paper, Exero/DUP, 20#, Ltr, BE		\$11.22
			E 01	300 258 233 000 401	UNV11203 Paper, Xero/Dup, 20#, Ltr GN		\$11.22
			E 01	300 258 233 000 401	UNV55144 Pencil, #2, Blk Lead, 144/Pk		\$41.85
			E 01	300 258 233 000 401	BICGSM609BK Pen,Round Stic 60 Box,BK		\$5.05
			E 01	300 258 233 000 401	UNV92009		\$2.34
			E 01	300 258 233 000 401	unv83410 tAPE, 75X1000 6rol/pK,cr		\$8.11
			E 01	300 258 233 000 401	UNV43661 Cleaner, Whitebd, Spray 8oz.		\$1.66
			E 01	300 258 233 000 401	UNV43663 Eraser, Dry Erase, Bk		\$7.30

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65368	9518		INNOVATIVE OFFICE SOLUTIONS LLC		Check
				E 01	300 258 233 000 401 SHIPPING		\$25.72
PO#: 17980	Voucher #:	92397	Invoice	Invoice No:	3881250	8/2/2022	Paid Amt: \$230.77
			E 01	300 270 172 000 401	UNV74321 1 Hole Punch, Rubbert Grip		\$2.24
			E 01	300 270 172 000 401	Freight		\$2.86
PO#: 17982	Voucher #:	92398	Invoice	Invoice No:	3880814	8/2/2022	Paid Amt: \$5.10
			E 01	300 260 172 000 401	SHREL501X2BWHTI-30XHS Scientific Calcul		\$98.30
			E 01	300 260 172 000 401	UNV413153 Dry Erase Marker Broad Chisel Ti		\$23.55
			E 01	300 260 172 000 401	UNV43654		\$23.55
PO#: 18040	Voucher #:	92399	Invoice	Invoice No:	3881189	8/2/2022	Paid Amt: \$145.40
			E 01	207 260 172 000 401	UNV00454 Rubber Bankds, Assorted, 1/4 lb		\$1.90
PO#: 17997	Voucher #:	92400	Invoice	Invoice No:	3878325	8/2/2022	Paid Amt: \$1.90
			E 01	300 256 172 000 430	UNV10199 Clip, Binder, Mini		\$0.23
			E 01	300 256 172 000 430	UNV10210 Clip, Binder, Medium		\$2.50
			E 01	300 256 172 000 430	BICWOTAPP11 Tape, Correction, 1/6"x400"		\$8.05
			E 01	300 256 172 000 430	OXF51274 2 Pocket, Astd Color, 10/Pk		\$5.26
			E 01	300 256 172 000 430	SAN80003 Marker, Expo 2, Chisel, BE		\$12.13
			E 01	300 256 172 000 430	PAC6507 Paper, CNST, 12X18, 50PK, AST		\$1.58
			E 01	300 256 172 000 430	DIX22120 Pencil, CLR, 3.3MM, 12/st		\$4.24
			E 01	300 256 172 000 430	PEN50HB Lead, Pencil, .7MM,HB,12/Pk		\$0.53
			E 01	300 256 172 000 430	PENC505HB Lead, Pencil, .5MM,HB,12/Pk		\$0.50
			E 01	300 256 172 000 430	ACM13862 Ruler, 12", Non-shatter, Clr		\$15.72
			E 01	300 256 172 000 430	UNV43663 Eraser, Dry Erase, BK		\$3.32
			E 01	300 256 172 000 430	AVE24411 Marker, Dryerase,8ST		\$7.45
			E 01	300 256 172 000 430	SAN80004 Marker, Expo,2,Chisel,GN		\$12.13
PO#: 17957	Voucher #:	92401	Invoice	Invoice No:	3874517	8/2/2022	Paid Amt: \$73.64
			E 01	300 219 172 317 430	Instructional Supply		\$4.15
PO#:	Voucher #:	92402	Invoice	Invoice No:	3878435	8/2/2022	Paid Amt: \$4.15
							Check Amount: \$573.28
2689	FIN	65369	9518		INNOVATIVE OFFICE SOLUTIONS LLC		Check
				E 01	207 361 849 000 401 UNV47230 Card,Index,Ruled,4x6,WE,100/PK		\$0.75
				E 01	207 361 849 000 401 UNV12113 Folder,MLA,1/3 CT,LTR,100		\$15.40
				E 01	207 361 849 000 401 UNV10630 Pad,LGLRuled,Perf,Ltr,Wh		\$10.04
				E 01	207 361 849 000 401 PAC6507 Paper,Cnst,12x18,50pk,Ast		\$1.58
				E 01	207 361 849 000 401 UNV55144 Pencil,#2 Blk Lead, 144/Pk		\$8.37
				E 01	207 361 849 000 401 CRWCL 110 Safety,Clr		\$31.80
				E 01	207 361 849 000 401 JOJ444 andages,1x3,Fabric 100Bx		\$6.60
				E 01	207 361 849 000 401 TSA501240000400 Tape,Masking 3/4x60 Gen		\$3.03
				E 01	207 361 849 000 401 UNV51301 Tape, Masking, 1"x60Yd,3Pk		\$14.22

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65369	9518		INNOVATIVE OFFICE SOLUTIONS LLC		Check
				E 01	207 361 849 000 401 UNV51302 Tape,Masking,2"x60Yd, 2/Pk		\$20.07
				E 01	207 361 849 000 401 MMM8452 Tape,Book,Trans,2x15 Yds		\$15.99
				E 01	207 361 849 000 401 MMM8453 Tape,Book,Trans,3x15Yds		\$24.33
				E 01	207 361 849 000 401 unv43661 Cleaner,whitebd,spray 8oz		\$3.32
				E 01	207 361 849 000 401 UNV43663 Eraser, dry Erase, Bk		\$2.92
				E 01	207 361 849 000 401 Freight		\$19.47
PO#: 17963	Voucher #:	92403	Invoice	Invoice No:	3874526	8/3/2022	Paid Amt: \$177.89
			E 01	300 260 172 000 401	UNV47230 Card, Index, Ruled, 4x6, WE, 100/f		\$9.00
			E 01	300 260 172 000 401	BICWOC12WE Fluid, Correction, 20 ML, White		\$0.51
			E 01	300 260 172 000 401	SAN80001 Marker, Expo 2, Chisel, BK		\$60.65
			E 01	300 260 172 000 401	JOJ100563500 Bandages, Band Aid 60Ct		\$2.19
			E 01	300 260 172 000 401	UNV43663 Eraser, Dry Erase, BK		\$17.52
			E 01	300 260 172 000 401	SAN80002 Marker, Expo 2, Chisel, BK		\$60.65
			E 01	300 260 172 000 401	Freight		\$9.87
PO#: 17966	Voucher #:	92404	Invoice	Invoice No:	3874527	8/3/2022	Paid Amt: \$160.39
			E 01	300 270 172 000 401	UNV47215 Car,Index,Ruled,3x5,WE,500/PK		\$6.96
			E 01	300 270 172 000 401	EPIE556 Glue Stick, 24 oz. Clear, 30/box		\$12.28
			E 01	300 270 172 000 401	CYO587708 Marker Classic Broad 8ST		\$10.30
			E 01	300 270 172 000 401	CYO587712 Marker, BRDLNE, 12/st,AST		\$13.40
			E 01	300 270 172 000 401	Marker, Flair, PT GRD, BK		\$12.70
			E 01	300 270 172 000 401	SAN80001 Marker, Expo 2 , Chisel, BK		\$12.13
			E 01	300 270 172 000 401	SAN80074 Marker, Expo 2, Chisel, 4/st		\$3.94
			E 01	300 270 172 000 401	UNV07051 Marker, Perm, Chsl, Rg BK		\$3.31
			E 01	300 270 172 000 401	UNV35669 Note, SLEFST3x3, 12PD/PK, AST		\$3.80
			E 01	300 270 172 000 401	UNV10630 Pad,LGL Ruled, Perf, Ltr CA		\$10.04
			E 01	300 270 172 000 401	PAC6507 Paper, Cnst, 12x18, 50 pk, ast		\$7.90
			E 01	300 270 172 000 401	PAC 6525 Paper, CNST, 9x12, 300pk, ast		\$13.82
			E 01	300 270 172 000 401	UNV92009 Scissors, Econ 8" Straight, SS		\$11.70
			E 01	300 270 172 000 401	UNV83410 Tape, 75x1000 6rol/pk,cr		\$16.22
			E 01	300 270 172 000 401	UNV51301 Tape Masking, 1"x60Yd, 3/pk		\$4.74
			E 01	300 270 172 000 401	UNV51302 Tape, Masking, 2"x60Yd, 2/pk		\$6.69
			E 01	300 270 172 000 401	UNV43661 Cleaner, Whitebd spray 8OZ		\$3.32
			E 01	300 270 172 000 401	UNV43663 Eraser, Dry Erase, BK		\$2.92
			E 01	300 270 172 000 401	UNV07071 Marker, Permnt Fine, BK		\$2.59
			E 01	300 270 172 000 401	Freight		\$15.60
PO#: 17975	Voucher #:	92405	Invoice	Invoice No:	3874530	8/3/2022	Paid Amt: \$174.36
			E 01	300 401 000 740 401	UNV10199 Clip,Binder, Mini		\$0.23
			E 01	300 401 000 740 401	UNV10200 Clip,Binder,Small		\$0.27

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor							Pmt/Void Date	Pmt Type	
2689	FIN	65369	9518		INNOVATIVE OFFICE SOLUTIONS LLC								Check	
				E	01	300	401	000	740	401	UNV10210 Clip,Binder,Medium	\$0.65		
				E	01	300	401	000	740	401	UNV10220 Clip, Binder, Large	\$1.89		
				E	01	300	401	000	740	401	UNV72210BX Clip,#1 Gem, Smooth, 100/Bx	\$0.17		
				E	01	300	401	000	740	401	UNV72220BX Clip, Jumbo, Smooth, 100/BX	\$0.47		
				E	01	300	401	000	740	401	PENC505HB Lead,Pencil,.5MM,HB,12/PK	\$0.50		
				E	01	300	401	000	740	401	Freight	\$1.01		
PO#: 17974		Voucher #:	92406	Invoice	Invoice No: 3874533							8/3/2022	Paid Amt:	\$5.19
				E	01	300	270	172	000	401	UNV47250 Card,Index,Ruled,5x8,WE,100/pk	\$1.15		
				E	01	300	270	172	000	401	UNV10200VP Clip,Binder,Small,144/pk	\$6.00		
				E	01	300	270	172	000	401	UNV10210VP Clip,Binder,Medium,36/pk	\$4.12		
				E	01	300	270	172	000	401	PAP5643115 Fluid,Fast Dry, White, 3/Pk	\$4.25		
				E	01	300	270	172	000	401	CLO30112 Clorox Disinfect Wipes, 3pk/35ct	\$7.21		
				E	01	300	270	172	000	401	EPIE556 Glue Stick, 24oz., Cler, 30/Bx	\$12.28		
				E	01	300	270	172	000	401	pap8410152 mARKER, fLAIR pt grd, be	\$12.70		
				E	01	300	270	172	000	401	PAP8430152 Marker, Flair, PT GRD, BK	\$12.70		
				E	01	300	270	172	000	401	SAN30001 Marker, Sharpie, Fine PT, BK	\$17.12		
				E	01	300	270	172	000	401	UNV43651 Marker, Dry, Erase, Chsl, BK	\$4.30		
				E	01	300	270	172	000	401	UNV43653 Marker, Dry, Erase, Chsl, BE	\$4.30		
				E	01	300	270	172	000	401	WU22401 Paper, 250SH, 65#,WE	\$13.38		
				E	01	300	270	172	000	401	UNV55144 Pencil #2, BLk Lead, 144/pk	\$16.74		
				E	01	300	270	172	000	401	UNV92009 Scissors, Econ, 8" Straight, SS	\$4.68		
				E	01	300	270	172	000	401	UNV21125 Sheet Protector, Ltr, Clr, 100/bx	\$4.58		
				E	01	300	270	172	000	401	MMM810P10K Tape, Magic, 75x1M,10RL,Clr	\$21.33		
				E	01	300	270	172	000	401	UNV83412 Tape, Invisible, 12/pk, CR	\$15.84		
				E	01	300	270	172	000	401	UNV43652 Marker, Dry Erase, Chsl, Rd	\$4.30		
				E	01	300	270	172	000	401	UNV43654 Marker, Dry Erase, Chsl, GN	\$4.30		
				E	01	300	270	172	000	401	SAN25876PP Highlighter, Major Accent, 6/st	\$3.14		
				E	01	300	270	172	000	401	Freight	\$12.42		
PO#: 17976		Voucher #:	92407	Invoice	Invoice No: 3874541							8/3/2022	Paid Amt:	\$186.84
												Check Amount:	\$704.67	
2689	FIN	65370	9992		IT OUTLET								Check	
				E	01	005	605	150	000	455	NonInstructional Tech Supplies	\$3,600.00		
PO#:		Voucher #:	92409	Invoice	Invoice No: 69811							8/3/2022	Paid Amt:	\$3,600.00
												Check Amount:	\$3,600.00	
2689	FIN	65371	6880		ITC								Check	
				E	01	006	810	000	000	320	Communications/Phone, 8/1-8/31	\$39.55		
PO#:		Voucher #:	92408	Invoice	Invoice No: 11484273							8/3/2022	Paid Amt:	\$39.55
												Check Amount:	\$39.55	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65372	10120		JAMF SOFTWARE LLC		Check
				E 01	005 605 150 000 405	ADDITIONAL LICENSE FOR IPAD MANAGEM	\$4,500.00
	PO#: 18038	Voucher #:	92410	Invoice	Invoice No: 269731	8/3/2022	Paid Amt: \$4,500.00
							Check Amount: \$4,500.00
2689	FIN	65373	9516		REGION I INFORMATION SERVICES		Check
				E 01	005 050 000 000 405	Non Instructional Comp Softwar, SYNERGY	\$13,101.42
	PO#:	Voucher #:	92411	Invoice	Invoice No: 12085	8/3/2022	Paid Amt: \$13,101.42
							Check Amount: \$13,101.42
2689	FIN	65374	00375		SUPREME SCHOOL SUPPLY CO		Check
				E 01	300 211 172 000 401	M117-8 Teachers Daily Plan Book 8-Subject	\$52.25
				E 01	300 211 172 000 401	SKU:36 Teachers Daily Reference Planner/Me	\$79.00
				E 01	300 211 172 000 401	910-8L Red Grade Book	\$75.60
				E 01	300 211 172 000 401	6 Subject 40 Week Lesson Planner	\$52.25
				E 01	300 211 172 000 401	Freight	\$18.68
	PO#: 17960	Voucher #:	92412	Invoice	Invoice No: 145320	8/3/2022	Paid Amt: \$277.78
							Check Amount: \$277.78
2689	FIN	65375	10017		SCHOOL SPECIALTY LLC		Check
				E 01	103 201 171 000 430	CART 1020556435	\$130.51
				E 01	103 201 171 000 430	SHIPPING - FREE	\$0.00
	PO#: 17910	Voucher #:	92413	Invoice	Invoice No: 208130191751	8/3/2022	Paid Amt: \$130.51
				E 01	103 203 171 000 430	CART 1019657443 (includes Beltz order)	\$72.55
				E 01	103 203 171 000 430	SHIPPING - FREE	\$0.00
	PO#: 17906	Voucher #:	92414	Invoice	Invoice No: 208130191646	8/3/2022	Paid Amt: \$72.55
				E 01	103 203 171 000 430	Instructional Supply	\$15.98
	PO#:	Voucher #:	92415	Invoice	Invoice No: 208130203512	8/3/2022	Paid Amt: \$15.98
				E 01	103 203 171 000 430	CART 1018698833	\$220.44
				E 01	103 203 171 000 430	CART 1018698833 - general supplies	\$20.13
				E 01	103 203 171 000 430	SHIPPING - FREE	\$0.00
	PO#: 17869	Voucher #:	92416	Invoice	Invoice No: 208130189878	8/3/2022	Paid Amt: \$240.57
				E 01	103 203 171 000 430	CART 020555563	\$96.70
				E 01	103 203 171 000 430	SHIPPING - FREE	\$0.00
	PO#: 17904	Voucher #:	92417	Invoice	Invoice No: 208130191671	8/3/2022	Paid Amt: \$96.70
				E 01	103 203 171 000 430	CART #1018350551 - general supplies	\$363.95
	PO#: 17832	Voucher #:	92418	Invoice	Invoice No: 208130192372	8/3/2022	Paid Amt: \$363.95
				E 01	103 201 171 000 430	CART 102556195 includes item for SSturud (	\$85.33
				E 01	103 201 171 000 430	SHIPPING - FREE	\$0.00
	PO#: 17909	Voucher #:	92419	Invoice	Invoice No: 208130203947	8/3/2022	Paid Amt: \$85.33
				E 01	103 203 171 000 430	086413 School Smart washable marker class	\$53.75

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65375	10017		SCHOOL SPECIALTY LLC		Check
				E 01	103 203 171 000 430 SHIPPING - FREE	\$0.00	
	PO#: 17938	Voucher #:	92420	Invoice	Invoice No: 208130192377	8/3/2022	Paid Amt: \$53.75 Check Amount: \$1,059.34
2689	FIN	65376	10017		SCHOOL SPECIALTY LLC		Check
				E 01	103 203 171 000 430 Instructional Supply	\$17.52	
	PO#:	Voucher #:	92421	Invoice	Invoice No: 208130203473	8/3/2022	Paid Amt: \$17.52
				E 01	103 203 171 000 430 Instructional Supply	\$78.44	
	PO#:	Voucher #:	92422	Invoice	Invoice No: 208130204189	8/3/2022	Paid Amt: \$78.44 Check Amount: \$95.96
2689	FIN	65377	6855		Baker & Taylor Books		Check
				E 04	005 591 000 000 470 Library Books	\$42.90	
	PO#:	Voucher #:	92425	Invoice	Invoice No: 2036878246	8/3/2022	Paid Amt: \$42.90 Check Amount: \$42.90
2689	FIN	65378	6574		TEACHER DIRECT		Check
				E 01	103 203 171 000 430 5226 TCR Under Construction incentive charl	\$2.04	
				E 01	103 203 171 000 430 4331 LER View thru geometric solids	\$15.88	
				E 01	103 203 171 000 430 PS2ASST BOS Bostitch 2-hole twist n sharp	\$46.56	
				E 01	103 203 171 000 430 72020 PAC White #6 bags - 100ct	\$14.38	
				E 01	103 203 171 000 430 SHIPPING	\$10.00	
	PO#: 17827	Voucher #:	92426	Invoice	Invoice No: 11985	8/3/2022	Paid Amt: \$88.86 Check Amount: \$88.86
2689	FIN	65379	10100		THE AUSSIE POUCH COMPANY, INC		Check
				E 01	103 203 171 000 430 APC1105 Classic chair pocket w/name tag hc	\$311.76	
				E 01	103 203 171 000 430 SHIPPING - 15%	\$15.99	
	PO#: 17809	Voucher #:	92423	Invoice	Invoice No: 16370	8/3/2022	Paid Amt: \$327.75 Check Amount: \$327.75
2689	FIN	65380	5943		US BANDS		Check
				E 01	300 258 233 000 369 Entry Fees/Student Travel	\$200.00	
	PO#:	Voucher #:	92427	Invoice	Invoice No: 8964	8/3/2022	Paid Amt: \$200.00 Check Amount: \$200.00
2689	FIN	65381	00431		WORTHINGTON DAILY GLOBE		Check
				E 04	005 591 000 000 475 Periodicals, 12 MONTH	\$124.20	
	PO#:	Voucher #:	92424	Invoice	Invoice No: 177924636	8/3/2022	Paid Amt: \$124.20 Check Amount: \$124.20

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date		Pmt Type
2689	FIN	65382	8794		BIG SOUTH CONFERENCE			Check
				E 01	300 292 000 000 820 Dues & Membership	\$2,100.00		
	PO#:	Voucher #:	92430	Invoice	Invoice No: 08/04/2022	8/4/2022		Paid Amt: \$2,100.00 Check Amount: \$2,100.00
2689	FIN	65383	9518		INNOVATIVE OFFICE SOLUTIONS LLC			Check
				E 01	207 361 849 000 401 SAN80074 Marker, Expo 2,Chisel,4/st	\$8.30		
	PO#: 17963	Voucher #:	92436	Invoice	Invoice No: 3881952	8/4/2022		Paid Amt: \$8.30 Check Amount: \$8.30
2689	FIN	65384	7377		LIBERTY SEPTIC, INC			Check
				E 01	300 292 208 000 401 General Supplies, TRACK RESTROOMS	\$2,100.00		
	PO#:	Voucher #:	92433	Invoice	Invoice No: 075486	8/4/2022		Paid Amt: \$2,100.00
				E 01	300 294 207 000 401 General Supplies, BOYS TENNIS RESTROOM	\$300.00		
	PO#:	Voucher #:	92434	Invoice	Invoice No: 075485	8/4/2022		Paid Amt: \$300.00
				E 01	300 296 206 000 401 General Supplies, SOFTBALL RESTROOMS	\$925.00		
	PO#:	Voucher #:	92435	Invoice	Invoice No: 075484	8/4/2022		Paid Amt: \$925.00 Check Amount: \$3,325.00
2689	FIN	65385	00224		LUDOLPH BUS INCORPORATED			Check
				E 03	005 760 000 723 360 Transp Cntrt W/Public Handicap	\$2,179.20		
				E 03	005 760 000 723 360 Transp Cntrt W/Public Handicap	\$367.04		
				E 03	005 760 000 723 360 Transp Cntrt W/Public Handicap	\$4,514.40		
				E 01	300 294 203 733 360 Transp Cntrt W/Public Football	\$172.00		
				E 01	300 294 203 733 360 Transp Cntrt W/Public Football	\$131.25		
				E 01	300 294 203 733 360 Transp Cntrt W/Public Football	\$151.36		
				E 01	300 294 203 733 360 Transp Cntrt W/Public Football	\$75.00		
				E 01	300 258 233 733 360 Transp Cntrt W/Public Band	\$86.00		
				E 01	300 258 233 733 360 Transp Cntrt W/Public Band	\$46.88		
				E 01	103 203 012 161 360 Transp Cntrt W/Public, SUMMER SCHOOL	\$196.08		
				E 01	103 203 012 161 360 Transp Cntrt W/Public, SUMMER SCHOOL	\$56.25		
				E 01	103 203 012 161 360 Transp Cntrt W/Public, SUMMER SCHOOL	\$163.40		
				E 01	103 203 012 161 360 Transp Cntrt W/Public, SUMMER SCHOOL	\$56.25		
				E 01	103 203 012 161 360 Transp Cntrt W/Public, SUMMER SCHOOL	\$3,961.60		
				E 01	103 203 012 161 360 Transp Cntrt W/Public, SUMMER SCHOOL	\$805.12		
	PO#:	Voucher #:	92438	Invoice	Invoice No: 1939	8/4/2022		Paid Amt: \$12,961.83 Check Amount: \$12,961.83
2689	FIN	65386	00300	00300	PIPESTONE PUBLISHING CO INC			Check
				E 01	005 010 000 000 305 Consult & Serv.fees, JULY, 2022	\$1,636.57		
	PO#:	Voucher #:	92437	Invoice	Invoice No: 08/04/2022	8/4/2022		Paid Amt: \$1,636.57 Check Amount: \$1,636.57

Detail Payment Register By Check

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Pipestone Area Schools ISD #2689

Detail Payment Register By Check

8/16/2022

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65394	9680		hand2mind		Check
				E 01	103 203 173 000 430 IN85862 VersaTiles Literacy classrom kit grade	\$1,199.96	
	PO#: 17871	Voucher #:	92450	Invoice	Invoice No: 000012828	8/5/2022	Paid Amt: \$1,199.96
							Check Amount: \$1,199.96
2689	FIN	65395	5354		LAKESHORE LEARNING MATERIALS		Check
				E 01	103 203 171 000 430 LC345X sight word magnets complete set	\$119.00	
				E 01	103 203 171 000 430 EE947 CVC Words Giran Activity Dice	\$24.99	
				E 01	103 203 171 000 430 PP467 Reading Comprehension Cards 2-3	\$69.99	
				E 01	103 203 171 000 430 Freight	\$32.10	
	PO#: 17840	Voucher #:	92451	Invoice	Invoice No: 234768070522	8/5/2022	Paid Amt: \$246.08
							Check Amount: \$246.08
2689	FIN	65396	6574		TEACHER DIRECT		Check
				E 01	103 203 171 000 430 34633312DIX My first ticonderoga pencils	\$6.48	
				E 01	103 203 171 000 430 346-13830 DIX The original ticonderoga pencil	\$25.08	
				E 01	103 203 171 000 430 346-1670X HU X-Acto school pro electric sharp	\$55.88	
				E 01	103 203 171 000 430 346-10015 MAV Mavlus tape	\$4.48	
				E 01	103 203 171 000 430 151100 CD Hello sunshine notepad	\$3.88	
				E 01	103 203 171 000 430 150067 CD Hello sunshine nametags	\$4.88	
				E 01	103 203 171 000 430 105023 CD Hello sunshine	\$16.88	
				E 01	103 203 171 000 430 121023 CD Hello sunshine librar pockets	\$5.48	
				E 01	103 203 171 000 430 120559 CD Hello sunshine cutout	\$4.88	
				E 01	103 203 171 000 430 346-15755 HG library pocket	\$17.76	
				E 01	103 203 171 000 430 346-168268 CD motivational stickers	\$2.88	
				E 01	103 203 171 000 430 346-1313 CTP happy birthday award	\$6.48	
				E 01	103 203 171 000 430 346-00160E06C STX pencil trays	\$4.88	
				E 01	103 203 171 000 430 346-05750 CL binder dividers	\$4.96	
				E 01	103 203 171 000 430 346-18557SAM binder white 1.5	\$3.84	
				E 01	103 203 171 000 430 346-18567SAM binder white 2"	\$9.56	
	PO#: 17851	Voucher #:	92452	Invoice	Invoice No: 15554	8/5/2022	Paid Amt: \$178.28
							Check Amount: \$178.28
2689	FIN	65398	01613		MCGRAW-HILL SCHOOL EDUCATION HOLDINGS, LLC		Check
				E 01	207 211 012 160 460 Professional Development (Aleks.com)	\$895.00	
				E 01	207 203 012 160 460 Freight	\$1,154.99	
				E 01	207 211 012 160 460 Freight	\$1,135.06	
				E 01	300 211 012 160 460 Freight	\$2,594.01	
	PO#: 18030	Voucher #:	92455	Invoice	Invoice No: 123525739001	8/10/2022	Paid Amt: \$5,779.06
				E 01	207 203 012 160 460 Reveal Math 2020 Course 1-6 year License	\$11,346.60	
				E 01	300 211 012 160 460 Reveal Math 2020 Algebra 1-6 Year License	\$12,911.70	

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65398	01613		MCGRAW-HILL SCHOOL EDUCATION HOLDINGS, LLC		Check
				E 01	300 211 012 160 460	Reveal Math 2020 Geometry - 6 Year License	\$13,638.90
	PO#: 18030	Voucher #:	92456	Invoice	Invoice No: 123522270001	8/10/2022	Paid Amt: \$37,897.20
							Check Amount: \$43,676.26
2689	FIN	65399	3697		SW/WC SERVICE COOPERATIVE		Check
				E 01	005 110 000 000 405	Non Instructional Comp Softwar, TIME CLOCK	\$1,100.00
	PO#:	Voucher #:	92457	Invoice	Invoice No: 70143	8/10/2022	Paid Amt: \$1,100.00
				E 01	005 110 000 000 316	Data Processing Svcs 1/3 RMIC	\$5,689.40
				E 01	005 110 000 000 316	Data Processing Svcs 1/3 RMIC MARSS	\$685.80
				E 01	005 865 000 352 316	Health and Safety Purchased Coop, 1/3 EOHS	\$2,860.00
				E 01	005 865 000 352 316	Health and Safety Purchased Coop, 22-23 MA	\$2,345.04
	PO#:	Voucher #:	92458	Invoice	Invoice No: 70086	8/10/2022	Paid Amt: \$11,580.24
							Check Amount: \$12,680.24
2689	FIN	65400	10017		SCHOOL SPECIALTY LLC		Check
				E 01	103 203 171 000 401	general supplies see attached	\$491.26
	PO#: 17885	Voucher #:	92460	Invoice	Invoice No: 308104036569	8/10/2022	Paid Amt: \$491.26
				E 01	103 203 171 000 430	082340 Hero Arts rubber woodblock stamp set	\$6.94
				E 01	103 203 171 000 430	1469019 Hero Arts for kids rainbow non-toxic ii	\$6.95
				E 01	103 203 171 000 430	1401763 Trend enterpriesses stinky sticker swe	\$10.39
				E 01	103 203 171 000 430	088712 School smart unruled index cards 4xt6	\$2.52
				E 01	103 203 171 000 430	083275 School smart hexagonal pencils no 2 ꝑ	\$16.44
				E 01	103 203 171 000 430	084465 School smart magnetic whiteboard era	\$8.16
				E 01	103 203 171 000 430	1602959 Expo dry erase markers non-toxic fin	\$17.40
				E 01	103 203 171 000 430	389845 Expo low odor dry erase marker chisel	\$20.34
				E 01	103 203 171 000 430	1396805 School smart custom sticky notes pa	\$8.30
				E 01	103 203 171 000 430	351902 trend enterprises stinky sticker positive	\$13.90
				E 01	103 203 171 000 430	2028703 Papermate profile gel pen asst st/36	\$36.07
				E 01	103 203 171 000 430	384479 school smart sentence strips asst neor	\$7.79
				E 01	103 203 171 000 430	1481879 Hammond & Stephens 2 part carbonl	\$10.52
				E 01	103 203 171 000 430	1398070 Zaner Bloser picture story comp book	\$45.75
				E 01	103 203 171 000 430	1398069 Zaner Bloser comp book	\$45.75
				E 01	103 203 171 000 430	1368406 schoolworks kids scissors 5" blunt tip	\$12.99
	PO#: 17838	Voucher #:	92461	Invoice	Invoice No: 308104036578	8/10/2022	Paid Amt: \$270.21
				E 01	103 408 000 740 401	General supplies - see attached	\$43.44
	PO#: 17796	Voucher #:	92462	Invoice	Invoice No: 308104036573	8/10/2022	Paid Amt: \$43.44
				E 01	103 203 171 000 430	general supplies - see attached	\$367.07
	PO#: 17890	Voucher #:	92463	Invoice	Invoice No: 308104036607	8/10/2022	Paid Amt: \$367.07
				E 04	005 582 000 344 401	General supplies see attached	\$192.02
	PO#: 17808	Voucher #:	92464	Invoice	Invoice No: 308104034654	8/10/2022	Paid Amt: \$192.02

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor										Pmt/Void Date	Pmt Type
2689	FIN	65400	10017		SCHOOL SPECIALTY LLC											Check
				E 01	103	407	000	740	401	084465 school smart magnetic whiteboard era				\$2.72		
				E 01	103	407	000	740	401	084900 school smart 2 pocket folder asst color				\$4.02		
				E 01	103	050	171	000	401	2028626 astrobrights premium card stock natu				\$39.90		
				E 01	103	050	171	000	401	1599508 storex wall file stackable smoke				\$18.13		
				E 01	103	050	171	000	401	060867 school smart magnetic paper clip dispe				\$2.01		
				E 01	103	050	171	000	401	015735 school smart file folder straight letter si				\$13.64		
PO#:	17899	Voucher #:	92465	Invoice	Invoice No:				308104036571				8/10/2022	Paid Amt:	\$80.42	
													Check Amount:	\$1,444.42		
2689	FIN	65401	3697		SW/WC SERVICE COOPERATIVE											Check
				E 01	005	408	000	740	396	Special Ed Purchased From Dist 1/4 BEHAVIC				\$2,679.61		
				E 01	005	408	000	740	397	Special Ed Purchased From Dist 1/4 BEHAVIC				\$911.07		
				E 01	005	408	000	740	366	Special Ed Purchased From Dist 1/4 BEHAVIC				\$1,571.82		
				E 01	103	412	000	740	396	Special Ed Purchased From Dist, 1/4 ECSE TE				\$16,229.25		
				E 01	103	412	000	740	396	Special Ed Purchased From Dist, 1/4 ECSE TE				\$11,360.25		
				E 01	005	404	000	740	396	Special Ed Purchased From Dist, 1/4 OCCUPA				\$15,716.50		
				E 01	005	420	000	740	396	Special Ed Purchased From Dist, 1/4 SCHOOL				\$6,253.25		
				E 01	005	420	000	740	396	Special Ed Purchased From Dist 1/4 SCHOOL				\$5,305.75		
				E 01	005	420	000	740	397	Special Ed Purchased From Dist 1/4 SCHOOL				\$1,803.96		
				E 01	005	420	000	740	366	Special Ed Purchased From Dist 1/4 SCHOOL				\$1,185.30		
				E 01	005	740	000	000	390	Special Ed Purchased From Dist 1/4 SCHOOL				\$11,455.00		
				E 01	005	401	000	740	396	Special Ed Purchased From Dist, 1/4 SPEECH				\$17,166.25		
				E 01	005	401	000	740	396	Special Ed Purchased From Dist, 1/4 SPEECH				\$17,166.00		
				E 01	005	405	000	740	396	Special Ed Purchased From Dist, 1/4 TEACHE				\$4,161.00		
PO#:		Voucher #:	92459	Invoice	Invoice No:				70196				8/10/2022	Paid Amt:	\$112,965.01	
													Check Amount:	\$112,965.01		
2689	FIN	65402	9074		A-OX WELDING SUPPLY INC											Check
				E 01	300	301	501	830	433	Individualized Mat.				\$142.30		
PO#:		Voucher #:	92467	Invoice	Invoice No:				00270767				8/11/2022	Paid Amt:	\$142.30	
													Check Amount:	\$142.30		
2689	FIN	65403	7829		APPLE INC											Check
				E 01	300	260	150	000	465	Non-Instructional Tech Devices				\$549.00		
PO#:		Voucher #:	92466	Invoice	Invoice No:				AJ17915251				8/11/2022	Paid Amt:	\$549.00	
													Check Amount:	\$549.00		
2689	FIN	65404	3920		CENTER POINT INC.											Check
				E 04	005	591	000	000	470	Library Books				\$275.04		
PO#:		Voucher #:	92472	Invoice	Invoice No:				1946678				8/11/2022	Paid Amt:	\$275.04	
													Check Amount:	\$275.04		

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65406	9704		DAHL MOTORS, LLC		Check
				E 01	005 810 000 000 350 Repair&maint Service		\$296.46
PO#:		Voucher #:	92474	Invoice	Invoice No: CUSTOMER #255861	8/11/2022	Paid Amt: \$296.46
							Check Amount: \$296.46
2689	FIN	65407	8550		EAI EDUCATION		Check
				E 01	103 203 171 000 430 Instructional Supply		\$6.95
PO#:		Voucher #:	92477	Invoice	Invoice No: 1190807	8/11/2022	Paid Amt: \$6.95
							Check Amount: \$6.95
2689	FIN	65408	10127		HEGGERTY PHONEMIC AWARENESS		Check
				E 01	103 420 000 740 433 110520 Bridge the Gap intervention lessons		\$69.00
				E 01	103 420 000 740 433 410421 Decoable books, frog series		\$49.00
				E 01	103 420 000 740 433 410521 Decoable Books, Toucan Series		\$39.00
				E 01	103 420 000 740 433 shipping		\$12.56
PO#: 17842		Voucher #:	92476	Invoice	Invoice No: 216313	8/11/2022	Paid Amt: \$169.56
							Check Amount: \$169.56
2689	FIN	65409	9518		INNOVATIVE OFFICE SOLUTIONS LLC		Check
				E 01	300 230 172 000 401 General Supplies		\$15.54
PO#:		Voucher #:	92468	Invoice	Invoice No: 3885142	8/11/2022	Paid Amt: \$15.54
				E 01	300 219 012 160 430 Instructional Supply		\$1.64
PO#:		Voucher #:	92469	Invoice	Invoice No: 3885144	8/11/2022	Paid Amt: \$1.64
				E 01	300 256 172 000 401 UNV08854 Highlighter, Pocket, Fl Blue		\$8.28
PO#: 18026		Voucher #:	92470	Invoice	Invoice No: 3886794	8/11/2022	Paid Amt: \$8.28
				E 01	207 260 172 000 430 Instructional Supply		\$0.79
PO#:		Voucher #:	92471	Invoice	Invoice No: 3889451	8/11/2022	Paid Amt: \$0.79
							Check Amount: \$26.25
2689	FIN	65410	5168		J. W. PEPPER & SON, INC.		Check
				E 01	300 258 233 000 430 #2399236 McGinty-African Folk Trilogy		\$45.00
				E 01	300 258 233 000 430 #2145373 Smith-Chorale Prelude: For the Be		\$55.00
				E 01	300 258 233 000 430 #2477914 Smith-Morpheus		\$56.00
				E 01	300 258 233 000 430 #10093908 Standridge-Adrenaline Engines		\$65.00
				E 01	300 258 233 000 430 #10607677 Strandridge - Celebration		\$70.00
				E 01	300 258 233 000 430 #10282825 Mackey-Foundry		\$145.00
				E 01	300 258 233 000 430 #10056743 Mackey - Undertow		\$145.00
PO#: 18046		Voucher #:	92478	Invoice	Invoice No: 364411321	8/11/2022	Paid Amt: \$581.00
							Check Amount: \$581.00
2689	FIN	65411	7062		PRO-ED		Check
				E 01	005 400 000 000 461 #14865 Transition Planning Inventory -3 (TPI)		\$363.00
				E 01	005 400 000 000 461 #14870 TPI-3 Student Core Rating Forms		\$37.00

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor							Pmt/Void Date	Pmt Type		
2689	FIN	65411	7062	PRO-ED								Check			
				E	01	005	400	000	000	461	#14868 TPI-3 School Core Rating Form	\$37.00			
				E	01	005	400	000	000	461	#14869 TPI-e Home Core Rating Form	\$37.00			
				E	01	005	400	000	000	461	Freight	\$47.40			
	PO#: 18021	Voucher #:	92479	Invoice		Invoice No: 2947679				8/11/2022		Paid Amt:	\$521.40		
														Check Amount:	\$521.40
2689	FIN	65412	9929	SAVVAS LEARNING COMPANY, LLC								Check			
				E	01	103	203	012	160	460	Grade 3 Elevate Science Student Ed 6 yr + dig	\$8,100.00			
				E	01	103	203	012	160	460	Grade 4 Elevate Science Student ed 6 yr + dig	\$8,100.00			
				E	01	103	203	012	160	460	Grade 5 Elevate Science student Ed 6 yr + dig	\$8,100.00			
				E	01	103	203	012	160	460	Freight	\$2,430.00			
	PO#: 17878	Voucher #:	92473	Invoice		Invoice No: 7028012544				8/11/2022		Paid Amt:	\$26,730.00		
														Check Amount:	\$26,730.00
2689	FIN	65413	9217	CONTRACT PAPER GROUP, INC								Check			
				E	01	005	620	000	000	401	COPY PAPER (WHITE)	\$10,350.00			
	PO#: 17779	Voucher #:	92475	Invoice		Invoice No: 43008590601				8/11/2022		Paid Amt:	\$10,350.00		
														Check Amount:	\$10,350.00
2689	FIN	65414	8719	HAUFF MID-AMERICA								Check			
				E	01	207	211	172	000	430	Instructional Supply	\$280.00			
	PO#:	Voucher #:	92480	Invoice		Invoice No: 106508				8/11/2022		Paid Amt:	\$280.00		
														Check Amount:	\$280.00
2689	FIN	65415	5983	SIOUX VALLEY ENERGY								Check			
				E	01	300	810	184	000	330	Utilities - Electicity, JULY, 2022	\$80.00			
	PO#:	Voucher #:	92484	Invoice		Invoice No: 7058684200				8/11/2022		Paid Amt:	\$80.00		
				E	01	300	810	184	000	330	Utilities - Electicity, JULY, 2022	\$19,266.00			
	PO#:	Voucher #:	92485	Invoice		Invoice No: 7058684000				8/11/2022		Paid Amt:	\$19,266.00		
														Check Amount:	\$19,346.00
2689	FIN	65416	01637	WEST MUSIC								Check			
				E	01	103	203	171	000	430	500796 Joy Carpets Note Worth - 10'9"x13'2"	\$440.60			
	PO#: 17935	Voucher #:	92481	Invoice		Invoice No: SI2160075				8/11/2022		Paid Amt:	\$440.60		
				E	01	103	203	171	000	430	SUPPLIES	\$59.80			
	PO#: 17935	Voucher #:	92482	Invoice		Invoice No: SI2160369				8/11/2022		Paid Amt:	\$59.80		
				E	01	103	203	171	000	430	Instructional Supply	\$799.99			
	PO#:	Voucher #:	92483	Invoice		Invoice No: SI2165843				8/11/2022		Paid Amt:	\$799.99		
														Check Amount:	\$1,300.39

Detail Payment Register By Check

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Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	65426	4766		CHS/CENEX HARVEST STATES		Check
				E 01 005 810 000 000 401	General Supplies	\$16.41	
PO#:	Voucher #:	92501	Invoice	Invoice No: 27869	8/15/2022	Paid Amt:	\$16.41
						Check Amount:	\$16.41
2689	FIN	65427	01468		DOUBLE D GRAVEL		Check
				E 01 005 810 000 000 401	General Supplies	\$1,133.70	
PO#:	Voucher #:	92504	Invoice	Invoice No: 46797	8/15/2022	Paid Amt:	\$1,133.70
						Check Amount:	\$1,133.70
2689	FIN	65428	5505		MARK'S GENERAL MACHINE		Check
				E 01 005 810 000 000 401	General Supplies	\$540.00	
PO#:	Voucher #:	92502	Invoice	Invoice No: 84532	8/15/2022	Paid Amt:	\$540.00
				E 01 005 810 000 000 350	Repair&maint Service	\$61.15	
PO#:	Voucher #:	92503	Invoice	Invoice No: 84654	8/15/2022	Paid Amt:	\$61.15
						Check Amount:	\$601.15
2689	FIN	65429	9676		HUDL		Check
				E 01 300 294 203 000 405	Non Instructional Comp Softwar	\$1,200.00	
PO#:	Voucher #:	92507	Invoice	Invoice No: 01347326	8/15/2022	Paid Amt:	\$1,200.00
						Check Amount:	\$1,200.00
2689	FIN	65430	01140		JERS ELECTRIC INC		Check
				E 01 300 810 000 000 350	Repair&maint Service	\$496.40	
PO#:	Voucher #:	92505	Invoice	Invoice No: 3758	8/15/2022	Paid Amt:	\$496.40
						Check Amount:	\$496.40
2689	FIN	65431	10094		MINN-E-MAX SELF STORAGE		Check
				E 04 005 505 904 321 335	Short Term Rentals 7/22-12/22	\$240.00	
				E 04 005 505 980 321 335	Short Term Rentals 7/22-12/22	\$240.00	
PO#:	Voucher #:	92506	Invoice	Invoice No: 08/15/2022	8/15/2022	Paid Amt:	\$480.00
						Check Amount:	\$480.00
						Report Total:	\$866,099.53

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	HS	52157	10043		T & R TROPHIES PLUS		Check
				E 21	005 298 922 301 401 FFA	\$308.00	
	PO#:	Voucher #:	92250	Invoice	Invoice No: 753	7/25/2022	Paid Amt: \$308.00 Check Amount: \$308.00
2689	HS	52158	4515		DAKOTA STATE UNIVERSITY		Check
				E 21	005 298 924 301 401 Football Club	\$1,070.00	
	PO#:	Voucher #:	92309	Invoice	Invoice No: 07/28/2022	7/28/2022	Paid Amt: \$1,070.00 Check Amount: \$1,070.00
2689	HS	52159	5249		VISA		Check
				E 21	005 298 915 301 401 Boys Tennis	\$12.78	
	PO#:	Voucher #:	92333	Invoice	Invoice No: 0671	7/29/2022	Paid Amt: \$12.78 Check Amount: \$12.78
2689	HS	52160	10158		CRAIG BOEDDEKER		Check
				E 21	005 298 928 301 401 Golf Club, GOLF BALLS (BOYS)	\$160.19	
	PO#:	Voucher #:	92429	Invoice	Invoice No: 08/03/2022	8/3/2022	Paid Amt: \$160.19 Check Amount: \$160.19
2689	HS	52161	4464		PIPESTONE GRAIN COMPANY		Check
				E 21	005 298 922 301 401 FFA	\$29.25	
	PO#:	Voucher #:	92453	Invoice	Invoice No: 2 520703	8/10/2022	Paid Amt: \$29.25 Check Amount: \$29.25
Report Total:							\$1,580.22

Enrollment		ECSE	K	1	2	3	4	5	6	7	8	9	10	11	12	Colony	Total	School Readiness
August	2016-2017	20	97	78	89	82	82	99	82	93	80	81	105	57	83	19	1147	45
	2017-2018	26	101	91	75	86	82	86	103	84	87	91	73	104	56	17	1162	
	2018-2019	30	105	76	90	71	85	79	86	103	81	85	95	69	96	18	1169	90
	2019-2020	22	109	87	74	86	73	80	83	80	105	83	89	78	73	15	1137	73
	2020-2021	25	86	79	79	69	84	73	78	81	79	108	86	80	83	14	1104	67
	2021-2022	23	101	78	81	82	71	86	73	77	79	79	112	74	72	12	1100	68
	2022-2023	21	107	81	80	86	75	68	86	72	74	82	83	103	76	12	1106	80
September	2004-2005	18	80	78	81	85	80	85	100	106	92	93	108	95	95	27	1243	
	2005-2006	16	69	70	71	84	86	80	95	94	105	103	90	112	90	28	1211	33
	2006-2007	19	96	61	77	77	85	83	81	100	93	111	86	91	106	25	1191	32
	2007-2008	37	82	92	59	74	78	93	82	84	97	103	101	88	84	23	1177	32
	2008-2009	28	91	77	93	71	77	85	89	85	82	95	99	94	85	24	1175	34
	2009-2010	29	104	84	75	93	65	81	89	87	79	89	91	96	92	24	1178	35
	2010-2011	35	108	86	85	71	93	70	79	84	90	91	75	81	90	22	1160	33
	2011-2012	33	98	94	82	88	72	90	70	77	83	98	86	79	80	22	1152	34
	2012-2013	36	96	93	87	81	83	76	94	69	75	97	90	80	71	24	1152	34
	2013-2014	41	89	88	96	87	91	80	78	97	64	79	91	77	74	22	1154	34
	2014-2015	31	89	87	85	94	82	92	84	73	108	71	75	77	78	24	1150	46
	2015-2016	28	88	85	85	87	100	82	93	87	68	112	64	79	73	19	1150	37
	2016-2017	24	100	79	90	79	84	100	82	93	79	80	105	57	76	19	1147	42 (plus 16 in ECSE)
	2017-2018	28	96	92	73	85	80	86	103	84	88	91	72	101	56	17	1152	90
	2018-2019	35	102	74	86	72	82	79	82	98	79	88	86	73	97	18	1151	95
	2019-2020	25	105	88	73	83	68	83	80	78	107	87	86	79	67	15	1124	78
	2020-2021	25	83	77	78	69	84	75	78	80	76	108	81	77	83	14	1088	63
	2021-2022	24	105	78	80	82	71	89	73	76	80	78	108	72	75	12	1103	75
October																		
(MARSS)	2005-2006	17	69	70	73	84	86	80	95	93	103	103	91	113	90	28	1217	33
	2006-2007	21	95	63	77	77	87	81	82	100	94	111	86	90	104	25	1193	32
	2007-2008	30	85	91	59	74	79	94	84	85	96	102	100	88	85	23	1175	32
	2008-2009	32	92	75	93	69	78	84	90	83	81	95	100	95	82	24	1173	34
	2009-2010	32	104	84	73	93	64	79	86	87	78	89	89	94	91	24	1167	35

Enrollment		ECSE	K	1	2	3	4	5	6	7	8	9	10	11	12	Colony	Total	School Readiness
	2010-2011	33	107	85	85	71	89	69	79	83	89	89	74	78	89	22	1142	34
	2011-2012	33	98	93	81	87	72	91	69	77	83	99	87	78	79	22	1149	35
	2012-2013	38	95	93	87	81	82	75	93	69	74	97	89	79	72	24	1148	34
	2013-2014	37	89	88	94	87	88	81	79	98	65	86	88	81	73	22	1156	34
	2014-2015	31	89	87	86	94	82	91	85	73	106	72	73	77	78	24	1148	47
	2015-2016	29	88	85	85	85	100	81	91	87	68	111	62	80	72	20	1144	39
	2016-2017	26	99	80	88	79	84	100	81	92	78	80	104	56	75	19	1141	46 (Sped included)
	2017-2018	28	95	92	73	85	80	85	102	86	84	91	72	101	54	17	1145	93
	2018-2019	33	100	74	86	72	80	79	81	97	77	88	84	72	95	18	1136	93
	2019-2020	25	104	89	73	83	68	83	78	78	104	85	84	79	65	15	1113	78
	2020-2021	27	83	79	77	71	84	76	79	80	75	107	81	76	80	14	1089	66
	2021-2022	24	106	78	81	82	70	90	74	76	81	79	107	72	73	12	1105	78
November																		
	2005-2006	17	68	72	75	84	87	81	97	93	103	99	86	109	90	28	1211	33
	2006-2007	32	93	64	76	76	88	82	81	99	93	109	83	90	102	25	1193	32
	2007-2008	32	88	92	60	75	79	94	85	85	96	100	99	87	83	26	1181	33
	2008-2009	36	91	76	94	68	78	84	90	84	80	94	101	95	81	24	1176	34
	2009-2010	34	105	86	73	94	65	78	85	88	77	89	86	95	92	24	1171	35
	2010-2011	32	108	86	86	71	90	69	78	83	89	87	75	78	91	22	1145	34
	2011-2012	33	98	92	82	88	72	91	67	77	82	98	85	78	79	22	1144	35
	2012-2013	45	94	94	86	82	82	73	95	69	74	97	87	78	71	24	1151	34
	2013-2014	36	90	87	94	87	88	80	78	98	66	86	88	82	73	22	1155	34
	2014-2015	30	88	88	86	92	80	90	86	73	106	71	74	78	78	24	1144	47
	2015-2016	26	90	86	85	86	100	82	92	86	67	111	62	79	73	20	1145	43
	2016-2017	30	96	80	89	79	82	98	81	92	78	79	103	54	73	19	1133	44 (Sped Inc)
	2017-2018	29	97	93	73	85	80	86	102	86	84	90	71	101	54	17	1148	95
	2018-2019	34	101	74	87	73	80	80	80	100	78	87	84	71	97	18	1144	90
	2019-2020	26	106	92	73	84	69	84	82	81	103	87	86	79	65	15	1132	78
	2020-2021	28	82	81	79	71	84	77	77	80	77	108	81	76	82	14	1097	66
	2021-2022	24	109	80	84	79	70	90	74	76	82	80	106	71	72	12	1109	79
December																		
	2005-2006	27	68	72	76	84	87	82	98	92	103	98	86	110	90	28	1223	33
	2006-2007	31	92	65	76	76	88	82	80	97	93	109	84	89	102	25	1189	32
	2007-2008	31	88	93	60	75	79	92	85	84	95	100	99	87	83	26	1177	33

Enrollment		ECSE	K	1	2	3	4	5	6	7	8	9	10	11	12	Colony	Total	School Readiness
	2008-2009	38	92	74	95	70	78	84	89	86	79	94	100	95	81	24	1179	34
	2009-2010	35	106	86	74	93	64	76	85	87	76	88	86	94	91	24	1165	35
	2010-2011	33	107	86	86	70	90	69	78	83	89	86	75	78	89	22	1141	35
	2011-2012	35	97	92	83	88	71	91	69	77	82	98	85	78	79	22	1147	35
	2012-2013	45	96	96	87	86	83	72	94	69	75	98	87	78	70	24	1160	35
	2013-2014	36	90	87	92	86	87	82	78	99	65	87	84	77	73	22	1145	34
	2014-2015	30	89	88	85	92	79	90	86	71	104	69	73	79	77	25	1137	47
	2015-2016	28	90	86	86	86	100	82	92	86	67	111	61	80	73	19	1147	43
	2016-2017	31	96	80	88	80	83	99	82	93	78	78	103	57	73	19	1140	45
	2017-2018	30	95	92	73	84	79	86	103	86	84	88	71	101	54	17	1143	95
	2018-2019	36	103	74	86	73	79	81	82	101	80	88	85	71	99	18	1156	92
	2019-2020	28	107	91	73	84	69	83	81	81	102	87	86	79	65	15	1131	81
	2020-2021	30	82	80	79	71	82	77	75	80	77	110	81	75	82	14	1095	66
	2021-2022	24	107	79	84	78	70	91	72	76	82	81	104	72	72	12	1104	80
January																		
	2005-2006	28	69	73	76	85	87	83	98	91	103	100	86	106	89	28	1225	33
	2006-2007	32	91	65	75	77	89	82	81	97	95	108	84	88	103	25	1192	32
	2007-2008	35	86	94	60	76	79	90	87	85	95	101	99	87	83	26	1183	33
	2008-2009	38	92	74	96	70	76	84	91	87	79	95	98	93	81	24	1178	34
	2009-2010	35	105	86	72	93	63	77	84	87	77	89	84	94	91	24	1161	36
	2010-2011	40	106	86	85	70	90	70	77	84	88	88	75	79	90	22	1150	36
	2011-2012	38	98	91	83	88	72	93	69	76	83	99	85	78	79	22	1154	35
	2012-2013	44	95	95	86	85	82	74	94	69	73	97	87	77	69	24	1151	35
	2013-2014	37	90	86	93	84	90	81	78	98	63	86	85	80	75	22	1148	34
	2014-2015	32	88	87	85	93	79	89	85	72	104	68	73	80	78	24	1137	48
	2015-2016	30	89	88	86	86	99	83	95	86	68	109	62	80	73	19	1153	43
	2016-2017	31	96	79	86	79	83	99	82	93	77	78	106	57	72	19	1137	66
	2017-2018	33	94	92	73	83	79	84	104	86	82	88	71	99	52	17	1137	92
	2018-2019	36	102	74	86	74	79	82	82	103	81	88	85	71	97	18	1158	94
	2019-2020	28	109	90	71	83	70	82	81	82	103	87	85	79	65	15	1130	79
	2020-2021	31	84	80	78	70	83	77	76	80	76	110	78	75	79	14	1091	68
	2021-2022	25	107	81	84	78	70	91	72	76	81	84	104	75	72	12	1112	82
February																		
	2005-2006	29	67	74	74	85	86	83	99	91	103	101	84	105	88	28	1224	33

Enrollment		ECSE	K	1	2	3	4	5	6	7	8	9	10	11	12	Colony	Total	School Readiness
	2006-2007	38	91	63	76	78	88	81	79	96	95	108	84	89	106	25	1197	32
	2007-2008	36	86	94	60	76	80	89	87	87	95	101	98	88	79	26	1182	33
	2008-2009	42	93	73	95	67	75	83	88	86	80	97	96	95	81	26	1177	34
	2009-2010	38	100	86	71	92	63	77	84	88	76	92	81	96	91	24	1159	37
	2010-2011	40	105	83	85	70	91	71	75	84	88	88	75	79	90	22	1146	36
	2011-2012	41	98	89	81	89	72	93	71	76	83	100	86	78	76	22	1155	36
	2012-2013	45	95	95	86	86	82	75	95	69	73	96	87	76	67	24	1151	35
	2013-2014	37	89	87	91	83	88	80	77	98	63	85	86	73	78	22	1137	34
	2014-2015	32	88	88	85	93	79	89	84	71	103	68	75	77	78	24	1134	48
	2015-2016	30	91	89	86	86	100	83	96	86	68	110	63	80	75	19	1162	43
	2016-2017	32	96	79	85	80	82	97	81	91	79	77	109	53	70	19	1130	66
	2017-2018	33	95	91	73	85	80	86	103	87	82	90	72	97	53	17	1144	93
	2018-2019	37	102	74	86	74	79	81	82	103	80	92	82	68	98	18	1156	94
	2020-2021	30	108	88	71	84	70	82	81	81	103	85	84	79	65	15	1126	79
	2021-2022	30	105	81	82	77	70	88	70	76	79	81	104	76	72	12	1103	87
March																		
	2005-2006	29	69	74	74	85	87	83	101	92	105	101	85	104	88	28	1220	33
	2006-2007	41	92	63	77	78	87	81	79	96	94	109	84	86	106	25	1198	32
	2007-2008	36	84	94	60	77	81	90	88	87	95	100	96	89	79	26	1182	33
	2008-2009	44	92	74	95	66	76	83	88	85	80	98	95	96	80	26	1178	35
	2009-2010	43	99	86	70	92	62	77	84	86	76	89	81	97	92	24	1158	35
	2010-2011	41	106	83	85	69	91	71	75	83	88	90	75	79	90	22	1148	34
	2011-2012	42	100	88	83	89	73	93	71	77	84	99	86	79	76	22	1162	34
	2012-2013	45	95	96	85	86	82	75	95	69	72	96	86	76	66	24	1148	35
	2013-2014	37	91	87	91	83	88	80	76	98	64	85	86	75	78	22	1141	34
	2014-2015	33	88	86	86	94	79	90	84	71	103	67	75	78	77	24	1135	49
	2015-2016	28	90	89	84	86	101	83	95	84	68	108	60	80	75	18	1149	42
	2016-2017	34	96	79	86	82	82	97	81	91	79	77	111	53	72	19	1139	71
	2017-2018	33	95	91	72	85	79	86	102	84	82	90	72	97	52	17	1137	93
	2018-2019	38	102	74	86	74	79	81	82	103	79	92	80	68	98	18	1154	93
	2019-2020	31	102	88	71	84	70	82	81	81	103	85	85	79	67	15	1124	79
	2020-2021	34	87	78	79	71	84	73	77	81	79	108	76	74	77	14	1092	74
	2021-2022	29	104	81	82	77	70	88	69	75	79	80	104	73	73	12	1096	84

Enrollment		ECSE	K	1	2	3	4	5	6	7	8	9	10	11	12	Colony	Total	School Readiness
April																		
	2005-2006	30	69	73	74	84	88	83	101	93	105	101	85	104	88	28	1219	33
	2006-2007	38	92	63	78	79	89	83	80	96	93	108	84	86	107	25	1201	32
	2007-2008	35	85	94	60	78	81	90	87	86	95	101	96	87	79	26	1180	33
	2008-2009	46	92	75	93	65	75	83	87	82	80	99	94	96	80	24	1171	35
	2009-2010	47	99	86	70	92	61	77	82	86	75	88	81	96	92	24	1156	35
	2010-2011	41	105	83	85	69	91	71	76	84	87	91	75	80	90	24	1152	34
	2011-2012	43	100	90	83	90	74	91	70	77	84	98	85	77	76	22	1160	34
	2012-2013	50	95	96	85	85	81	74	95	69	72	96	86	76	65	24	1149	35
	2013-2014	41	91	86	90	83	88	81	75	99	64	85	86	73	75	22	1139	34
	2014-2015	34	87	84	87	95	79	89	84	73	101	67	76	78	77	24	1135	49
	2015-2016	30	89	88	83	85	99	81	94	84	68	108	60	79	75	18	1141	41
	2016-2017	36	96	77	87	80	82	98	81	90	79	76	112	53	72	19	1138	72
	2017-2018	36	95	90	74	86	79	86	102	82	81	92	71	98	53	17	1142	94
	2018-2019	40	103	75	87	75	78	82	80	105	77	91	80	67	96	18	1154	93
	2019-2020	31	102	86	70	84	70	82	81	81	103	85	84	79	67	15	1120	79
	2020-2021	35	86	78	79	71	84	73	78	81	79	109	74	74	77	14	1092	74
	2021-2022	29	106	81	82	76	71	87	69	75	79	80	103	72	73	12	1095	85
May																		
(MARSS)	2005-2006	33	70	73	73	83	87	82	99	92	105	99	85	104	89	28	1215	33
	2006-2007	39	92	63	78	79	90	83	80	97	94	108	83	86	107	25	1204	32
	2007-2008	36	86	94	60	78	81	90	86	85	95	101	96	87	79	26	1180	33
	2008-2009	47	93	74	94	65	76	83	87	81	80	99	94	94	80	24	1171	36
	2009-2010	49	99	84	70	92	61	75	82	86	75	88	82	96	92	24	1155	35
	2010-2011	41	106	83	85	68	92	71	76	84	86	91	75	81	89	23	1151	34
	2011-2012	44	100	90	83	90	73	91	70	77	84	98	84	76	76	22	1158	34
	2012-2013	54	95	96	85	85	80	74	94	69	72	96	85	76	65	24	1150	34
	2013-2014	41	91	86	90	83	87	82	76	98	63	86	86	75	75	22	1141	34
	2014-2015	33	88	85	87	96	79	89	85	73	100	67	77	78	77	24	1138	49
	2015-2016	33	89	88	84	85	99	82	94	85	69	109	61	79	74	18	1149	42
	2016-2017	41	97	77	87	80	82	98	81	89	79	76	111	51	72	19	1140	75
	2017-2018	39	95	90	73	86	79	86	101	82	81	91	71	97	54	17	1142	93
	2018-2019	41	104	76	87	75	79	81	81	105	77	91	79	67	95	18	1156	91
	2019-2020	32	102	86	70	84	70	82	81	81	103	85	83	79	66	15	1119	79
	2020-2021	36	86	78	79	71	84	72	78	81	80	110	74	74	77	14	1094	73

[illegible]

PUBLIC LIBRARY AGREEMENT

Independent School District 2689, Pipestone, Minnesota hereinafter referred to as the District and the City of Pipestone, a Minnesota Municipal Corporation hereinafter referred to as the City acting under the authority granted to them by Minnesota Statute 134.195 do hereby agree as follows:

1. It is the intent of the parties to operate the Meinders Community Library (Library) as a Public Library pursuant to Minnesota Statute 134.001 for the benefit of all the residents of the District and the City. The parties have determined that this arrangement offers the citizens excellent library services at a reasonable cost.
2. Pursuant to an Agreement dated January 16, 1975, the City transferred all books, periodicals, equipment, and other items used in the operation of the City Library to the District for use in the Community Library. Assets acquired between January 17, 1975 and September 15, 1991 are also the property of the District. Assets acquired beginning on September 16, 1991 are identified as the property of the District when acquired with District funds, and the property of the City when acquired with City funds.
3. This Agreement supersedes all provisions of the previous contracts including but not limited to those contracts and agreements dated January 16, 1975, September 16, 1991 and October 15, 1993.
4. The Library will be operated so that it qualifies as a School Library so that it qualifies for aids and grants from the Department of Education of the State of Minnesota for school libraries.
5. The Library will be operated so that it qualifies as a Public Library pursuant to Minnesota Statutes – Chapter 134 so that it qualifies for such aids and/or grants that may become available.
6. Pursuant to Minnesota Statute 134.195, Subd. 2 and City Code Section 30.049, the City and School District shall appoint a Library Board consisting of five (5) members. At least one member of the City Council and one member of the School Board shall be members of the Library Board. The Library Board shall exercise all the powers and duties set forth in Minnesota Statute 134.11, Subd. 2.
7. The Library Board shall employ sufficient full-time equivalent staff, as determined annually by the Public Library Board, to operate the public library. The Public Library staff shall be employees of the Library Board with classification, salary and benefits determined by the Public Library Board. The staff employed by the District shall be employees of the District, with classification, salary and benefits determined by the District policies and labor agreements. District employees shall be responsible for supervising students who are in the library during school hours. District employees shall follow Plum Creek Library System policies.

- A. Upon appointment by the City and the District, the Library Board shall organize pursuant to Minnesota Statute 134.11 by electing one of its number as president and one as secretary, and from time to time, it may appoint such other officers as it deems necessary.

The Library Board shall adopt bylaws and regulations for the government of the library and for the conduct of its business as may be expedient and conformable to law. It shall have exclusive control of the expenditure of all money collected for or placed to the credit of the Library Fund and any interest earned on all money collected for or placed to the credit of the Library Fund. The Library Board shall appoint a qualified Library Director and other staff as necessary, establish the compensation of employees, and remove any of them for cause.

- B. The City shall make payments to the District for the Public Library fund in two installments. The first semi-annual installment shall be due on June 15th of each year and the second semi-annual installment shall be due on December 31st of each year.
- C. In lieu of payments to the Library, the District shall support the library with funds identified in the general fund under the category library services and with like kind services and payments including but not limited to payment of utilities, insurance, maintenance, technology support and custodial services. The Public Library space shall be maintained in good and proper condition by the District.
- D. The District shall be fiscal agent for the Library Fund. The District shall receive funds and credit them to the Library Fund and shall distribute funds pursuant to the budget adopted by the Public Library Board. The method of disbursement shall agree with the method provided by law for the disbursement of funds by parties to this Agreement. The District shall provide the Public Library Board with strict accounting of all funds so expended, and report all receipts and disbursements at each meeting of the Public Library Board. In addition, the District shall provide for audit of the Library Fund as a part of the District audit.
- E. The Library Board shall administer the library under policies adopted by the Public Library Board. Administrative responsibilities include scheduling of staff; acquiring, cataloging and processing library materials and making them available to the public; maintenance of the library collections; acquisition of equipment; and operation of all library services including reference, circulation of materials and public programs.
- F. The Public Library Board shall present its annual budget to the City and the District. The City and the District shall annually agree to their respective payments to the

Library Fund. The Library Fund is under the exclusive control of the Public Library Board pursuant to Minnesota Statutes, Section 134.11, Subd. 2. Pursuant to Minnesota Statutes, Section 134.195, Subd. 8; the City shall provide at least a minimum dollar amount required under Minnesota Statutes, Section 134.34, Subd. 1 and the District shall provide money at least in proportion to the use related to curriculum as determined by the circulation statistics of the library.

- 8. Contracts let and purchases made under the Agreement shall conform with the requirements applicable to contracts and purchases by any one of the parties involved in this Agreement.
- 9. Disposition of any property acquired as the result of this Agreement and the return of any surplus monies in proportion to contribution of the parties hereto after the purpose of the Agreement has been completed will be determined by the Public Library Board.
- 10. This Agreement shall continue hereinafter until either party has given the other party two (2) years written notice of its intention to terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands as of _____, 2022.

City of Pipestone

Independent School District 2689

By: _____
Mayor

By: _____

By: _____
City Administrator

By: _____

JOINT SCHOOL DISTRICT-CITY LIBRARY AGREEMENT
INDEPENDENT SCHOOL DISTRICT NO. 2689 PIPESTONE AREA SCHOOLS
AND
CITY OF PIPESTONE

Proposal June 3, 2022

ARTICLE I
ENABLING AUTHORITY AND PURPOSE

- 1.1 Pursuant to Minnesota Statutes section 134.195, a city and a school district may by ordinance or resolution jointly finance and operate a public library for use by school students and the public.
 - 1.1.1 The Library will be operated so that it qualifies as a School Library which meets the minimum requirements of the Department of Education of the State of Minnesota for a school library so that it qualifies for aids and grants for school libraries.
 - 1.1.2 The Library will be operated so that it qualifies as a Public Library pursuant to Minnesota Statute Chapter 134 and so that it qualifies for aids and/or grants that may become available.
- 1.2 The purpose of this Agreement is to provide for a joint city and school district library between the City of Pipestone and Independent School District No. 2689, Pipestone Area Schools and to create a Library Board that is subject to the terms of this agreement and Minn. Stat. § 134.195.

ARTICLE II
DEFINITION OF TERMS

For the purposes of this Agreement, the terms defined in this article shall have the meanings given them.

- 2.1 “Library Board” means the five-member library board appointed pursuant to this Agreement with the powers granted to it pursuant to this Agreement.
- 2.2 “District” shall mean Independent School District No. 2689, Pipestone Area Schools.
- 2.3 “School Board” shall mean the School Board of Independent School District No. 2689, Pipestone Area Schools.
- 2.4 “City” shall mean the City of Pipestone
- 2.5 “City Council” shall mean the City Council of the City of Pipestone

- 2.6 “Party” shall mean either the City or District. “Parties” shall mean both the City and District.
- 2.7 Day or days shall refer to calendar days.
- 2.8 Fiscal Year shall be January 1 to December 31.
- 2.9 “Employer” shall mean the District.
- 2.10 “Notice” shall be by personal service or by certified mail.

ARTICLE III COMPOSITION OF LIBRARY BOARD

- 3.1 The Library Board shall consist of five members, who shall be appointed as follows:
 - 3.1.1 One member shall be a City Council member appointed by the Mayor, with approval of the City Council.
 - 3.1.2 One member appointed by the Mayor, with approval of the City Council, who shall be a resident of the City and not a member of the City Council
 - 3.1.3 One member shall be a School Board members appointed by the School Board.
 - 3.1.4 One member appointed by the School Board who shall be a resident of the District and not a member of the School Board.
 - 3.1.5 One Member shall be appointed by the remaining members and shall be a resident of either the District or the City.
- 3.2 Vacancies
 - 3.2.1 In the event of a vacancy of a City Council member or City resident member through death, resignation, failure to hold office as Council member or removal from the Library Board by the City Council, the City Council shall appoint a replacement.
 - 3.2.2 In the event of a vacancy of a School Board member through death, resignation, failure to hold office of School Board member or removal from

the Library Board by the School Board, the School Board shall appoint a replacement.

- 3.2.3 In the event of a vacancy of the resident member through death, resignation, failure to remain a resident of the District, or removal by a majority vote of the other Library Board members for stated reasons, the Library Board shall appoint a replacement.

ARTICLE IV DUTIES AND RESPONSIBILITIES OF LIBRARY BOARD

- 4.1 Notwithstanding the provisions of Minnesota Statutes § 134.11, and pursuant to Minnesota Statutes § 134.195 subdivisions 7 and 9, the Library Board shall contract with the District for personnel. On an annual basis, the Library Board shall determine the number of full-time equivalent (F.T.E.) positions necessary for the operation of the public library in accordance with Article V, section 5.1 and shall notify the District. The District shall hire/appoint, supervise, discipline and terminate all personnel. The employees shall be employees of the District, subject to its policies, with their wages, benefits and the terms and conditions of employment set by the School Board. The Library Board shall reimburse the District for the salary and benefits of library employees, inclusive of P.E.R.A., workers compensation and other taxes and costs, from the library fund.
- 4.2 Notwithstanding the provisions of Minnesota Statutes § 134.11, and pursuant to Minnesota Statutes § 134.195 subdivisions 7 and 9, the Library Board shall contract with the District for fiscal services. The District shall act as fiscal agent for the Library Board and shall provide accounts payable, accounts receivable services, accounting for the library fund which shall be kept strictly separate from any shall disburse funds pursuant to the budget adopted by the Library Board. The District shall provide the Library Board with accounting of all funds so expended and shall provide an annual financial report to the Library Board. The contract for fiscal services shall be based upon the hourly rate of pay and benefits of the District employees performing the services and the average number of hours per month spent providing the fiscal services.
- 4.3 Notwithstanding the provisions of Minnesota Statutes § 134.11, and pursuant to Minnesota Statutes § 134.195 subdivisions 7 and 9, the Library Board shall contract with the District for administrative services, including general office management, scheduling, record keeping, ordering of materials and equipment, processing mail and delivery, and related administrative duties. The contract for administrative services shall be based upon the hourly rate of pay and benefits of the District employees performing the services and the average number of hours

per month spent providing the services.

- 4.4 The Library Board shall lease 8,450 square feet from the District at fair market value (FMV). The FMV shall be determined annually based upon an average of office rental space in cities within the District. The amount of annual lease shall be attributed to the District as part of its annual contribution to the library fund.
- 4.5 The Library Board shall contract with the District for utilities (water, electricity, heat, water) and maintenance. The cost shall be apportioned based upon the square footage of the public library from the annual costs of utilities and maintenance, including custodial services, for the Pipestone Middle/High School Building. The cost of the utilities shall be attributed to the District as part of its annual contribution to the library fund.
- 4.6 The Library Board adopt bylaws and regulations that are consistent with this Agreement.
- 4.7 The Library Board shall prepare and recommend a budget to the City and School District for approval by both parties. The Public Library Board shall present its annual budget to the City and the District. The City and the District shall annually agree to their respective payments to the Library Fund. The Library Fund is under the exclusive control of the Public Library Board pursuant to Minnesota Statutes Section 134.11, subd. 2. Pursuant to Minnesota Statutes Section 134.195, subd. 8, the city shall provide at least the minimum dollar amount required under Minnesota Statutes Section 134.34, subdivision 1, and the District shall provide money at least in proportion to the use related to curriculum as determined by the circulation statistics of the library.
- 4.8 The Library Board shall approve the expenditures of the public library within the approved budget.
- 4.9 The Library Board shall enter into contracts on behalf of the public library for the purchase of library materials and services, within the approved budget.
- 4.10 The Library Board shall accept gifts, apply for, and use grants or loans of money or other property from the state, or any other governmental units or organizations and may enter into agreements required in connection therewith and may hold, use and dispose of such monies or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.
- 4.11 The Library Board shall purchase public liability insurance and such other bonds or insurance as it may deem necessary.

- 4.12 The Library Board may exercise any powers authorized by statute and are not inconsistent with the provisions of this Agreement or state law.

ARTICLE V FINANCING AND DISBURSEMENT OF FUNDS

- 5.1 The Library Board shall have exclusive control over all monies credited to the library fund in accordance with state and federal laws and rules. Expenditures shall be made in accordance with the approved budget, and contractual obligations.
- 5.2 The Library Board, and the District as its designated fiscal agent, shall be responsible for collecting and accounting for all revenue and reporting, as well as reporting and tracking all expenses and the prompt payment of bills.
- 5.4 The Library Board shall adopt a preliminary annual operating budget no later than September 1 for the upcoming fiscal year. The adopted preliminary budget, which shall describe projected income and expenditures, shall be submitted to the City and District for approval, setting forth the contributions requested from each, subject to paragraph 5.7.
- 5.6 The City shall make payments to the District for the library fund in two installments. The first semi-annual installment shall be due on June 15 of each year and the second semi-annual installment shall be due on December 31 of each year.
- 5.7 The District shall be credited the dollar amounts for fiscal services, administrative services, lease, utilities and maintenance as set forth in §§ 4.2, 4.3, 4.4, and 4.5.

ARTICLE VI RIGHT TO TERMINATE

- 6.1 Either the City Council or the School Board may terminate this agreement upon one year's notice to the other party. Notice shall be by personal service or certified mail delivered to the City Administrator and School Board Chair.
- 6.2 Disposition of any property acquired as the result of this Agreement, and the return of any surplus monies safter the termination of this Agreement shall be in proportion to financial and in-kind contribution of the parties.
- 6.3 The parties shall identify what property belongs to which party to this agreement as of January 1, 2023, which shall be based upon a 50/50 split.

ARTICLE VII AMENDMENT

- 7.1 Amendments to this Agreement may be proposed either by the City Council or School Board. Some changes may be mandated by law. Notice of proposed changes shall be served on all members of the School Board and City Council as well as the Superintendent of Schools and the City Administrator.
- 7.2 Amendments to this Agreement must be approved by a majority vote of the full membership of the City Council and by majority vote of the full membership of the School Board.

ARTICLE VIII NO WAIVER OF LIMITATIONS

- 8.1 This agreement does not constitute a waiver by any Party of limitations on liability under Minnesota Statutes section 466.04.
- 8.2 The Parties to this Agreement are not liable for the acts or omissions of the other Party to this Agreement.

ARTICLE IX GOVERNING LAW, FINALITY

- 9.1 Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal proceedings taken arising out of the terms and conditions of the Agreement shall be venued in the district courts of the State of Minnesota.
- 9.2 Final Agreement. It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral or written agreements and negotiations between the parties relating to this subject matter.
- 9.3 Mutual Drafting: This agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either party, regardless of which party drafted the agreement or any portion thereof. The agreement shall for all purposes be deemed to have been mutually drafted.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by the authority in them vested. This Agreement may be executed in multiple parts.

CITY OF PIPESTONE

By: _____
Mayor

Date: _____

By: _____
City Administrator

Date: _____

INDEPENDENT SCHOOL DISTRICT 2689, PIPESTONE

By: _____
Board Chair

Date: _____

By: _____
Clerk to Board

Date: _____

RRM: #446010



PIPESTONE AREA SCHOOLS

District No. 2689

Kevin Enerson, Superintendent
Cory Strasser, MS/HS Principal
Jennifer Moravetz, Elementary Principal
Melany Wellnitz, Director of Curriculum

Jacque Kennedy, Business Manager
Rick Zollner, Activities Director
Richard Stangle, Maintenance Director
Jean Bailey, Food Service Director

"District and Community committed to working together to provide educational excellence and support our students for their future."

PAS Legal Counsel has reviewed the City of Pipestone's proposed Public Library Agreement. The proposed agreement by the City is lacking several things:

1. There is no reference giving the District credit for any assets purchased after 1991 unless purchased with District Funds meaning the District's in-kind services are not credited in Paragraph 2.
2. Paragraph 7 proposes two separate employers. This violates the intention of all previous agreements and breaks from the spirit of the past 45 years. MS 134.195 allows the library board to contract for personnel, administrative, and fiscal services.
3. It is not permissible for the School Board to delegate its responsibility for employment policies to another entity regarding District Employees following Plum Creek Library System Policies as written in paragraph 7.
4. Paragraph 7 C does not reference in-kind credit for the space itself.
5. Paragraph 7 D does not reference in-kind credit for the being the fiscal agent.
6. This proposal does not address liability for torts or property damage.
7. City continues to blend in public library statute with only casual acknowledgement of MS 134.195, the statute written for this arrangement in 1991?

"Inspire life-long learners. Build Character. Prepare them for their future."

Last Update	Current Update	Policy Number	Suggested Readings	Reason for Change
9/23/2019	22-Jan	101	1	Delete Service Manual Reference
2/28/2022	504 Coord	102	1	Employee Change
2/28/2022	22-Jan	204	1	Update text to mirror statute
2/28/2022	22-Jul	208	1	Updates list of annual review policies
2/28/2022	22-Jul	209	1	Add introductory note to consider
2/28/2022	22-Jul	210	1	Increase from \$8K to \$20K
10/25/2021	504 Coord	401	1	Employee Change
10/25/2021	504 Coord	402	1	Employee Change
9/23/2019	22-Jul	404	1	Update Legal References
9/27/2021	22-Jul	410	1	Clarifies "Parental Care" and Employer"
9/27/2021	22-Jul	415	1	Update definitions
11/28/2016	22-Jul	417	2	Updates statutory language and text
8/26/2019	22-Jul	418	1	Updates statutory language and text
2/28/2022	22-Jul	420	1	Update Legal References
3/25/2021	22-Jan	504	1	Replace <i>i.e</i> with <i>e.g.</i>
9/27/2021	22-Jul	506	2	Update references and language
1/29/2018	22-Jul	508	1	Update Legal References
9/23/2019	22-Jul	509	1	Update Legal References and text
9/27/2021	22-Jan	514	1	Update Policy 522 Cross Reference Title
10/25/2021	22-Jul	515	1	Adds "education support services data"
4/25/2022	22-Jan	521	1	Update text and legal reference and Employee Change
9/27/2021	22-Jul	522	1	Update references
9/27/2021	22-Jul	524	2	Adds notice and provider provisions. This is up for 2nd reading in Aug.
11/23/2020	22-Jul	525	1	Update Legal References
9/23/2019	22-Jul	527	1	Update Legal References
11/23/2020	22-Jul	528	1	Update references
9/23/2019	22-Jul	529	1	Update references
4/25/2022	22-Jul	532	1	Update Legal References
3/26/2018	22-Jul	533	2	Update references
11/23/2020	22-Jul	601	1	Update Legal References and text
11/23/2020	22-Jul	602	1	Update Legal References and text
4/25/2022	22-Jul	603	2	Updates District Advisory Committee
9/27/2021	22-Jan	616	1	Update Text and References
11/23/2020	22-Jul	620	1	Update Legal References
6/24/2019	22-Jul	701	1	Update references and Commissioner title
6/24/2019	22-Jul	702	1	Update references

11/23/2020	22-Jul	703	1	Update references and Commissioner title
6/24/2019	22-Jul	706	1	Update references
11/23/2020	22-Jul	707	1	Updates reference, adds physician assistant and deletes "handicapped"
6/24/2019	22-Jul	708	1	Updates Provisions
4/25/2022	22-Jul	709	1	Updates references; updates "serious traffic violation"
6/24/2019	22-Jul	710	1	Updates reference
11/23/2020	22-Jul	721	1	Updates micro-purchase limit
8/27/2018	22-Jul	722	1	Adds annual review and posting
6/24/2019	22-Jul	801	1	Updates references
11/23/2020	22-Jul	802	1	Updates references
9/27/2021	22-Jul	806	1	Updates references
4/25/2022	22-Jul	714/750	2	MSBA has developed a Policy for the Fund Balance. JK is reviewing

Note: There were 10 polices to be reviewed annually by the board. This has not changed to 3.

Forms 404, 406, 418,515,520,521,524,527,722,and 801 all had date changes of review to 2022. I will just replace them so they are updated dates.

However, forms 520,524,527,722,and 801 have never been included in policies. I have admin reviewing.

417 CHEMICAL USE AND ABUSE

I. PURPOSE

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

II. GENERAL STATEMENT OF POLICY

- A. Use **or possession** of controlled substances, **toxic substance**, medical cannabis, and alcohol **before, during, or after school hours, at school or in any other school location**, is prohibited in accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.
- B. The school district **shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement.**
- C. **Every** school that **participates in a school district chemical abuse program shall** establish a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
- D. The school district shall establish **a drug-free awareness program for its employees.**

III. DEFINITIONS

- A. “Chemical abuse,” **as applied to students**, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the **minor’s** normal function in academic, school, or social activities is chronically impaired.
- B. **“Controlled substances,” as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and “marijuana” as defined in Minnesota**

Statutes section 152.01, subdivision 9 but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, “controlled substances” include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

- C. “Drug prevention” means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.
- D. “Teacher” means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.

IV. STUDENTS

A. Districtwide School Discipline Policy

Procedures for detecting and addressing chemical abuse problems of a student while on school premises are included in the districtwide school student discipline policy.

B. Programs and Activities

- 1. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that may be evidence based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes.
- 2. As part of its drug-free programs, the school district may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

C. Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance

- 1. A teacher in a nonpublic school participating in a school district chemical use program, or a public-school teacher, who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled

substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team, or staff member assigned duties similar to those of such a team, of this information.

2. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals **may** be suspended **and proposed for expulsion** in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40-121A.56, and proposed for expulsion.
3. Searches by school district officials in connection with the **use**, possession, or transfer of **alcohol or a controlled substance** will be conducted in accordance with school board policies related to search and seizure.
4. **Nothing in paragraph IV.B.1. prevents a teacher or any other school employee from reporting to a law enforcement agency any violation of law occurring on school premises or at school sponsored events.**

D. Preassessment Team

1. Every school **that participates in a school district chemical abuse program** shall establish a chemical abuse preassessment team designated by the superintendent or designee. The team **must** be composed of classroom teachers, administrators, **and to the extent they exist in the school, school nurse, school counselor or psychologist, social worker, chemical abuse specialist,** and other appropriate professional staff. **For schools that do not have a chemical abuse program and team, the superintendent or designee will assign these duties to a designated school district employee.**
2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

E. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minnesota Statutes section 13.32 and applicable federal law and regulations.
2. Destruction of Records
 - a. If the preassessment team decides not to provide a student and, in

the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.

- b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.
- c. Destruction of records identifying individual students shall be governed by paragraph IV.E.2. notwithstanding Minnesota Statutes section 138.163 (Preservation and Disposal of Public Records).

F. Consent

Any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

V. **EMPLOYEES**

- A. The school district shall establish a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The school district's policy of maintaining a drug-free workplace.
 - 3. Available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed on employees for drug abuse violations.
- B. The school district shall notify a federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of any criminal drug statute conviction occurring in the workplace.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 124D.695 (Approved Recovery Program Funding)

Minn. Stat. § 126C.44 (Safe Schools Levy)
Minn. Stat. § 138.163 (Preservation and Disposal of Public Records)
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis) Minn. Stat. § 299A.33 (DARE Program)
Minn. Stat. § 466.07, subd. 1 (Indemnification Required)
Minn. Stat. § 609.101, subd. 3(e) (Controlled Substance Offenses; Minimum Fines)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. §§ 7101-7122 (Student Support and Academic Enrichment Grants)
20 U.S.C. § 5812 (National Education Goals)
20 U.S.C. § 7175 (Local Activities)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Adopted: 5-21-1996

PAS Policy 506

Revised: 8-27-2018

Orig. 1995

Revised: 7-22-2019, 7-27-2020, 9/27/21, 9-26-22

Rev. 2022

506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, ~~Minn. Stat. §§~~ **Minnesota Statutes sections** 121A.40-121A.56.

In view of the foregoing and in accordance with ~~Minn. Stat. §~~ **Minnesota Statutes section** 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

IV. STUDENT RIGHTS

All students have the right to an education and the right to learn.

V. STUDENT RESPONSIBILITIES

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VI. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
 - 2. The use of profanity or obscene language, or the possession of obscene materials;
 - 3. Gambling, including, but not limited to, playing a game of chance for stakes;
 - 4. Violation of the school district's Hazing Prohibition Policy;
 - 5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
 - 6. Violation of the school district's Student Attendance Policy;
 - 7. Opposition to authority using physical force or violence;
 - 8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school

district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district's Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of

picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

VII. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;

- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

VIII. REMOVAL OF STUDENTS FROM CLASS

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

- 1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
- 2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
- 3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
- 4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.
- C. Procedures for Removal of a Student from a Class.
 - 1. The building principal will determine the amount of time appropriateness of a student removal from class.
 - 2. The teacher will follow up on any removal from class with a written description of the incident which led to the request for a student to be removed.
- D. Responsibility for and Custody of a Student Removed from Class.
 - 1. Any student removed from class should report to the principal's office immediately.
 - 2. A student removed from class will be expected to walk to the office without an escort, unless the situation warrants an escort be present.
 - 3. While removed from class, the student will be assigned to a supervised study area and is expected to complete assignments missed while removed.
 - 4. The building principal will be responsible for assigning the student to a supervised study area while removed from class.
- E. Procedures for Return of a Student to a Class From Which the Student Was Removed.
 - 1. Principal/Teacher/Parent/Student conference to discuss terms and conditions of the students return to class.
 - 2. Conditional return based on terms and conditions defined by the conference.

- F. Procedures for Notification.
 - 1. Parent/Guardian will be notified by phone or mail whenever there is a violation of school rules which results in disciplinary action.
 - 2. When appropriate, a conference with the parent/guardian and student will be held prior to readmission to school or a class.
- G. Disabled Students; Special Provisions.
 - 1. Any violation of school rules by a disabled student which results in serious disciplinary action or continues assignment of less severe consequences will be followed up by a conference to determine if further assessment is needed, to review the adequacy of the current IEP and to determine if a referral is needed.
- H. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.
 - 1. Establishment of a chemical abuse preassessment team pursuant to ~~Minn. Stat. §~~ **Minnesota Statutes section** 121A.26;
 - 2. Establishment of teacher reporting procedures to the chemical abuse preassessment team pursuant to ~~Minn. Stat. §~~ **Minnesota Statutes section** 121A.29.
- I. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.
 - 1. Implement progressive disciplinary measure as appropriate.
 - 2. Any student needing more intensive support services will be determined by staff consultation with parents.
- J. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.
 - 1. Early communication with parents.
- K. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.
 - 1. Consult with support staff or special education staff to consider further services for behavior outside the norm.

IX. DISMISSAL

- A. “Dismissal” means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

- C. Suspension Procedures

1. “Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. If a student’s total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student’s parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian’s expense. The purpose of this meeting is to attempt to determine the student’s need for assessment or other services or whether the parent or guardian should have

the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under ~~Minn. Stat. §~~ **Minnesota Statutes section** 123A.05 selected to allow the student to progress toward meeting graduation standards under ~~Minn. Stat. §~~ **Minnesota Statutes section** 120B.02, although in a different setting.
6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal

administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
 - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
 - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
 - c. petition the juvenile court that the student is in need of services under ~~Minn. Stat. Ch.~~ **Minnesota Statutes chapter** 260C.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, ~~Minn. Stat. §§~~ **Minnesota Statutes sections** 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

1. “Expulsion” means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. “Exclusion” means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, ~~Minn. Stat. §§~~ **Minnesota Statutes sections** 121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district’s intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, ~~Minn. Stat. §§~~ **Minnesota Statutes sections** 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student’s own choosing, including legal counsel at the hearing; (2) examine the student’s records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student’s parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student’s own choosing, including legal counsel, at the student’s sole expense. The

school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of

the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to ~~Minn. Stat. §~~ **Minnesota Statutes section** 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

X. ADMISSION OR READMISSION PLAN

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with ~~Minn. Stat. §~~ **Minnesota Statutes section** 120B.232, ~~subdivision~~ **Subd. 1**, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XI. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault

and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

XII. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, ~~Minn. Stat.~~ **Minnesota Statutes chapter** Ch. 13.

XIII. ~~DISABLED~~ STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XIV. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (~~Minn. Stat. §~~ **Minnesota Statutes section** 124D.03) or Enrollment in Nonresident District (~~Minn. Stat. §~~ **Minnesota Statutes section** 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an

Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XV. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XVI. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization) ~~Area Learning Center Organization~~
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions) ~~Enrollment in Nonresident District~~
Minn. Stat. Ch. 125A (Special Education and Special Programs) ~~(Students With Disabilities)~~
Minn. Stat. § 152.22, Subd. 6 ~~(Medical Cannabis; Definitions)~~
Minn. Stat. § 152.23 ~~(Medical Cannabis; Limitations)~~
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement Court Act)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Adopted: _____

Revised: _____

MSBA/MASA Model Policy 533

Orig. 2005

Rev. 20~~22~~16

533 WELLNESS

[Note: All school districts that participate in the National School Lunch and School Breakfast Programs are required by the Healthy, Hunger-Free Kids Act of 2010 (Act) to have a wellness policy that includes standards and nutrition guidelines for foods and beverages made available to students on campus during the school day, as well as specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. The Act requires the involvement of parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the public in the development, implementation, and periodic review and update of the wellness policy. The Act also requires a plan for measuring implementation of the policy and reporting wellness policy content and implementation issues to the public, as well as the designation of at least one person charged with responsibility for the implementation and oversight of the wellness policy to ensure the school district is in compliance with the policy.]

I. PURPOSE

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum local, state, and federal standards.

II. GENERAL STATEMENT OF POLICY

- A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.
- B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.
- C. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.
- D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.
- E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

[Note: The Act requires that wellness policies include goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness.]

A. Nutrition Promotion and Education

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:
 - a. offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;
 - b. part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and
 - c. enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.
2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching television;
2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and
3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

C. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.
2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.
3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.
4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

IV. STANDARDS AND NUTRITION GUIDELINES

[Note: The Act requires that school districts have standards, selected by the school district, for all foods available on the school campus during the school day with the objective of promoting student health and reducing childhood obesity. For foods and beverages sold to students during the school day on school campus, the Act requires that school districts also have nutrition guidelines.]

A. School Meals

[Note: The Act specifically requires that the wellness policy contain standards and nutrition guidelines for all foods and beverages sold to students during the school day that are consistent with the meal requirements for lunches and after-school snacks set forth in 7 Code of Federal Regulations section C.F.R. § 210.10 and the meal requirements for breakfasts set forth in Code of Federal Regulations section 7 C.F.R. § 220.8.]

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.
2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.
3. Food service personnel will try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning.
4. Food service personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.
5. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.
6. Food service personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.
7. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.
8. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.
9. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.
10. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.

2. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.
2. All competitive foods will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.
3. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

D. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:
 - a. Celebrations and parties. The school district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.

[Note: Healthy party ideas are available from the USDA.]
[Healthy Party ideas from the USDA can be found at
http://www.schoolnutritionandfitness.com/index.php?sid=1408151709172457&page=wellnesspolicy](http://www.schoolnutritionandfitness.com/index.php?sid=1408151709172457&page=wellnesspolicy)
 - b. Classroom snacks brought by parents. The school district will provide to parents a list of suggested foods and beverages that meet Smart Snacks nutrition standards.
2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment.
3. Fundraising. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas.

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.
2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. **WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT**

A. Wellness Coordinator

[Note: The Act requires that local school wellness policies identify the position of the local education agency or school official(s) responsible for the implementation and oversight of the local school wellness policy.]

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.
2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

[Note: The Act requires a description of the manner in which parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public are provided an opportunity to participate in the development, implementation, and periodic review and update of the local school wellness policy.]

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.
2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

VI. **POLICY IMPLEMENTATION AND MONITORING**

A. Implementation and Publication

[Note: The Act requires a description of the plan for measuring the implementation of the local school wellness policy.]

1. After approval by the school board, the wellness policy will be implemented throughout the school district.
2. The school district will post its wellness policy on its website, to the extent it maintains a website.

[Note: Per Minnesota Statutes section-Stat-§ 121A.215, when available, a school district must post its current local school wellness policy on its website.]

B. Annual Reporting

[Note: The Act requires that school districts inform the public about the content and implementation of the local wellness policy and make the policy and any updates to the policy available to the public on an annual basis.]

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

[Note: The Act requires a triennial assessment of schools' compliance with the wellness policy. The Act also requires school districts to inform the public about progress toward meeting the goals of the wellness policy by making the triennial assessment available to the public in an accessible and easily understood manner.]

1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:
 - a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;
 - b. the extent to which the school district's wellness policy compares to model local wellness policies; and
 - c. a description of the progress made in attaining the goals of the school district's wellness policy.
2. The Wellness Coordinator will be responsible for conducting the triennial assessment.
3. The triennial assessment report shall be posted on the school district's website or otherwise made available to the public.

D. Recordkeeping

[Note: The Act requires school districts to retain records to document compliance with the requirements of 7 Code of Federal Regulations section C.F.R. § 210.30.]

The school district will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The school district's written wellness policy.
2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.
3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References: Minn. Stat. § 121A.215 (Local School District Wellness Policy; [Website](#))
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act-~~of 1966~~)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Local Resources: Minnesota Department of Education, www.education.state.mn.us
Minnesota Department of Health, www.health.state.mn.us

County Health Departments
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

Adopted: _____

MSBA/MASA Model Policy 603

Orig. 1995

Revised: _____

Rev. 2022~~19~~

603 CURRICULUM DEVELOPMENT

[Note: ~~Minn. Stat. §~~Minnesota Statutes section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 6187-620 provide procedures to further implement the requirements of ~~Minn. Stat. §~~Minnesota Statutes section 120B.11.]

I. PURPOSE

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.

III. RESPONSIBILITY

~~A.~~ The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long--range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.

IV.B. District Advisory Committee

~~A.~~ The school board shall establish an advisory committee to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

~~B.~~ The district advisory committee, to the extent possible, shall reflect the diversity of the district and its school sites, include teachers, parents, support staff, students, and other community residents, and provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.

~~C.~~ The district advisory committee shall pursue community support to accelerate the academic and native literacy and achievement of English learners with varied needs, from young children to adults, consistent with Minnesota Statutes section 124D.59, subdivisions 2 and 2a.

~~D.~~ The district may establish site teams as subcommittees of the district advisory committee.

~~E.~~ The district advisory committee shall recommend to the school board

1. rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes section 120B.11, subdivision 1a, section 120B.022, subdivisions 1a and 1b, and section 120B.35,
2. district assessments,
3. means to improve students' equitable access to effective and more diverse teachers, and
4. program evaluations.

F. School sites may expand upon district evaluations of instruction, curriculum, assessments, or programs.

~~A district advisory committee shall provide assistance at the request of the superintendent. The advisory committee membership shall be a reflection of the community and, to the extent possible, shall reflect the diversity of the district and its school sites, and shall include parent, teacher, support staff, student, community residents, and administration representation, and shall provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.~~

V. School Site Team

Each school must establish a site team to develop and implement strategies and education effectiveness practices to improve instruction, curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. The site team must include an equal number of teachers and administrators and at least one parent. The site team advises the board and the advisory committee about developing the annual budget and creates an instruction and curriculum improvement plan to align curriculum, assessment of student progress, and growth in meeting state and district academic standards and instruction.

VI. Curriculum Development Process

- A. Within the ongoing process of curriculum development, the following needs shall be addressed:
1. Provide for articulation of courses of study from kindergarten through grade twelve.
 2. Identify minimum objectives for each course and at each elementary grade level.
 3. Provide for continuing evaluation of programs for the purpose of attaining school district objectives.
 4. Provide a program for ongoing monitoring of student progress.
 5. Provide for specific, particular, and special needs of all members of the student community.
 6. Develop a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners, and teachers providing comprehensive, scientifically based reading instruction consistent with law.

7. Integrate required and elective course standards in the scope and sequence of the district curriculum.
8. Meet all applicable requirements of the Minnesota Department of Education and federal law.

BD. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified. See ~~Minn. Stat. §~~[Minnesota Statutes section 120B.12](#), Subd. 2.

CE. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of ~~Minn. Stat. §~~[Minnesota Statutes section 120A.20](#), Subd. 1(c). A student's plan under this section shall continue while the student is enrolled.

DF. The superintendent shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for school board review and approval.

EG. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

Legal References:

Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.12 (Reading Proficiently ~~a~~No Later than the End of Grade 3)
Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment)
Minn. Rules Part 3500.0550 (Inclusive Educational Program)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts ~~3501.0800-3501.0815~~ [3501.0820](#) (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
~~Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)

MSBA/MASA Model Policy 616 (School District System Accountability)

~~MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)~~

MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

MSBA/MASA Model Policy 619 (Staff Development for Standards)

MSBA/MASA Model Policy 620 (Credit for Learning)

MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

Adopted: February 27, 2006

Revised: June 27, 2011

Revised: 5-22-2017

Reviewed: 4/25/2022

750 GENERAL FUND BALANCE POLICY

I. PURPOSE

It is the desire of the school board to contribute to the successful education of students through sound fiscal management by maintaining a reasonable and responsible fund balance. The board recognizes that it has a responsibility to adhere to Minnesota statutes and Generally Accepted Accounting Practices (GAAP). The board further understands the need to be mindful of its obligation to the public trust and the rightful demand for accountability from its constituencies. The purpose of this policy is to establish guidelines for maintaining an acceptable fund balance.

II. GENERAL STATEMENT OF POLICY

A. The board recognizes that the following conditions exist relative to financing the operation of a public school system:

1. Receipt of revenue from state and local sources is irregular when compared to the expenditure of funds, thereby creating periodic cash flow deficits during the year.
2. Funds not needed to meet operating expenses provide opportunities to generate additional income through investment.
3. Receipt of state revenue is subject to legislative change.
4. Unexpected unaudited situations, including the following may occur during a fiscal year:
 - a. Rescission of state aid and/or state shut down.
 - b. Mandated, but not funded, state or federal programs.
 - c. Increased utility costs due to price increases or inclement weather.
 - d. Greater than expected inflation.
 - e. Unanticipated deficits in other operating funds.
 - f. Costs incurred due to natural disasters.
 - g. Increased fuel costs for bussing.
5. Maintenance of an adequate, stable fund balance is important to the establishment of a

good credit rating for the district.

6. A fund balance reserve is important to the sound financial management of the district.

The policy of the school district is to classify its fund balances based on the nature of the particular net resources reported in the separate funds of the district. Fund Balance Categories will be identified according to the guidelines in Governmental Accounting Standards Board(GASB) Statement No. 54. Fund Balance categories will include Nonspendable, Restricted, Committed, Assigned and Unassigned.

- B. The Board of Education shall strive to maintain a fund balance of between 25% and 34% of total operating expenditures to fund balance. The fund balance shall be defined as the sum of the non-spendable, restricted, committed, assigned and unassigned fund balances in the General Fund. Total operating expenditures will include the expenditures in the funds noted above.

III. DEFINITIONS

- A. Nonspendable fund balance-Represents amounts that cannot be spent due to form such as inventories, prepaids, long-term loans and notes receivable, and property held for resale(unless the proceeds are restricted, committed or assigned).
- B. Restricted fund balance-Represents amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation.
- C. Committed fund balance-represents amounts constrained for a specific purpose determined by the School District Board of Directors. It requires formal action by the same group to remove or change the constraints placed on resources.
- D. Assigned fund balance-represents amounts constrained by the school district's intent To be used for a specific purpose, but are not restricted or committed. The School Board has delegated the authority to assign amounts to the District Business Manager and Superintendent. Assigned amounts or changes to Assigned amounts will be presented to the School Board for review.
- E. Unassigned fund balance-Represents resources available to meet current and future years' expenditures.

IV. GUIDELINES

The school board hereby establishes the following order for resource use:

non-spendable fund balance, Restricted fund balance, Committed fund balance, assigned fund balance, and Unassigned fund balance. Journal entries at the end of the fiscal year may be used to accomplish this.

714 FUND BALANCES

[Note: The provisions of this policy include the provisions of Statement No. 54 of the Governmental Accounting Standards Board (GASB).]

I. PURPOSE

The purpose of this policy is to create new fund balance classifications to allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB).

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

III. DEFINITIONS

- A. "Assigned" fund balance amounts are comprised of unrestricted funds constrained by the school district's intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the school district's intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.
- B. "Committed" fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the school board and that remain binding unless removed by the school board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.
- C. "Enabling legislation" means legislation that authorizes a school district to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.
- D. "Fund balance" means the arithmetic difference between the assets and liabilities reported in a school district fund.
- E. "Nonspendable" fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.
- F. "Restricted" fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws

or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.

- G. "Unassigned" fund balance amounts are the residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted, and committed fund balances exceed the total net resources of that fund.
- H. "Unrestricted" fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

IV. CLASSIFICATION OF FUND BALANCES

The school district shall classify its fund balances in its various funds in one or more of the following five classifications: nonspendable, restricted, committed, assigned, and unassigned.

V. MINIMUM FUND BALANCE

The school district will strive to maintain a minimum unassigned general fund balance of [____ percent of the annual budget.] [____ months of operating expenses.]

[Note: School districts need to select one of the bracketed choices above and fill in the blank. The other bracketed choice should be deleted. If a minimum fund balance is specified, a stabilization arrangement such as that specified in Part IX below that sets aside specific stabilization amounts may not be necessary.]

VI. ORDER OF RESOURCE USE

If resources from more than one fund balance classification could be spent, the school district will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

[Note: The school board determines this order.]

VII. COMMITTING FUND BALANCE

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

VIII. ASSIGNING FUND BALANCE

The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The board also delegates the power to assign fund balances to the following: _____. ***[Specify individual(s), such as the superintendent, business manager, etc., or an entity, such as the finance committee, authorized to make these assignments.]*** Assignments so made shall be reported to the school board on a monthly basis, either separately or as part of ongoing reporting by the assigning party if other than the school board.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

IX. STABILIZATION ARRANGEMENTS

[Note: If the school board has established any arrangement(s) for emergencies and other contingencies, the description(s) should be included in this section. The school board needs to specifically define the circumstances or conditions when these amounts may be used, which must be unanticipated adverse financial or economic circumstances. These circumstances or conditions cannot be situations that are expected to or which occur routinely. Stabilization arrangements should be reported as restricted or committed if they meet the criteria or, otherwise, should be reported as unassigned. They should not be reported as assigned. If the school board does not have any such arrangements, this section should be deleted.]

X. REVIEW

The school board will conduct an annual review of the sufficiency of the minimum unassigned general fund balance level.

[Note: The school board should determine the review period adequate for their school district and change "an annual" to "a quarterly" or "a monthly" or some other time frame if appropriate.]

Legal References:

Statement No. 54 of the Governmental Accounting Standards Board

Cross References:

~~MSBA Service Manual, Chapter 7, Education Funding~~ None

714 FUND BALANCES

I. PURPOSE

It is the desire of the school board to contribute to the successful education of students through sound fiscal management by maintaining a reasonable and responsible fund balance. The board recognizes that it has a responsibility to adhere to Minnesota statutes and Generally Accepted Accounting Practices (GAAP). The board further understands the need to be mindful of its obligation to the public trust and the rightful demand for accountability from its constituencies. The purpose of this policy is to establish guidelines for maintaining an acceptable fund balance.

II. GENERAL STATEMENT OF POLICY

- A. The policy of this school district is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.
- B. The board recognizes that the following conditions exist relative to financing the operation of a public-school system:
 - 1. Receipt of revenue from state and local sources is irregular when compared to the expenditure of funds, thereby creating periodic cash flow deficits during the year.
 - 2. Funds not needed to meet operating expenses provide opportunities to generate additional income through investment.
 - 3. Receipt of state revenue is subject to legislative change.
 - 4. Unexpected unaudited situations, including the following may occur during a fiscal year: rescission of state aid and/or state shut down; mandated, but not funded, state or federal programs; increased utility costs due to price increases or inclement weather; greater than expected inflation; unanticipated deficits in other operating funds; costs incurred due to natural disasters; and increased fuel costs for bussing.
 - 5. A fund balance reserve is important to the sound financial management of the district and to the establishment of a good credit rating for the district.

III. DEFINITIONS

- A. “Fund balance” means the arithmetic difference between the assets and liabilities reported in a school district fund.
- B. “Nonspendable” fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.
- C. “Restricted” fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.
- D. “Committed” fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the school board and that remain binding unless removed by the school board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.
- E. “Assigned” fund balance amounts are comprised of unrestricted funds constrained by the school district’s intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the school district’s intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.
- F. “Unassigned” fund balance amounts are the residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted, and committed fund balances exceed the total net resources of that fund.
- G. “Enabling legislation” means legislation that authorizes a school district to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.

IV. CLASSIFICATION OF FUND BALANCES

The policy of the school district is to classify its fund balances based on the nature of the particular net resources reported in the separate funds of the district. Fund Balance Categories will be identified according to the guidelines in Governmental Accounting Standards Board (GASB) Statement No. 54. Fund Balance categories will include Nonspendable, Restricted, Committed, Assigned, and Unassigned.

V. MINIMUM FUND BALANCE

The Board of Education shall strive to maintain a fund balance of between 25% and 34% of total operating expenditures to fund balance. The fund balance shall be defined as the sum of the non-spendable, restricted, committed, assigned and unassigned fund balances in the General Fund. Total operating expenditures will include the expenditures in the funds noted above.

IV. ORDER OF RESOURCE USE

The school board hereby establishes the following order for resource use:

Nonspendable Fund Balance, Restricted fund balance, Committed fund balance, Assigned fund balance, and Unassigned fund balance. Journal entries at the end of the fiscal year may be used to accomplish this.

VII. COMMITTING FUND BALANCE

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

VIII. ASSIGNING FUND BALANCE

The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. Assignments so made shall be reported to the school board on a monthly basis, either separately or as part of ongoing reporting by the assigning party if other than the school board. The school board has delegated the authority to assign amounts to the District Business Manager and Superintendent.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

VII. REVIEW

The Finance/Budget Committee will conduct an annual review of the sufficiency of the minimum unassigned general fund balance level.

Legal References:

Statement No. 54 of the Governmental Accounting Standards Board

101 LEGAL STATUS OF THE SCHOOL DISTRICT

I. PURPOSE

A primary principle of this nation is 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 [Minnesota Statutes chapter 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 [Minnesota Statutes section 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 District Powers and Duties)
Minn. Stat. Ch. 179A (Public Employment Labor Relations)
Minn. Stat. § 465.035 (Public Corporation, Conveyance or Lease of Land)
Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64 (Rights, Powers, Duties; Municipalities)
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)

Adopted: 9/18/1995

PAS Policy 102

Orig. 1995

Revised: 9/6/2005, 4/24/2017, 2/26/2018, 8/27-2018

Rev. 2021

Revised: 2-28-2022; 8/22/2022

102 EQUAL EDUCATIONAL OPPORTUNITY

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. The policy of the school district is 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, including gender identity and expression, or age. The school district also makes reasonable accommodations for students **with disabilities**.
- B. The school district prohibits harassment **and discrimination** of any individual **based on any of the protected classifications** 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 (**Policy 413**).
- C. **The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).**
- D. **The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).**
- E. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- F. Every school district employee shall be responsible for complying with this policy.

- G. Any student, parent, or guardian having a question 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.

III. GRIEVANCE PROCEDURE FOR COMPLAINTS OF DISCRIMINATION

The following grievance procedure applies to claims of sex, disability, and racial discrimination:

- A. Any person who believes he or she has been the victim of unlawful discrimination or any person with knowledge or belief of conduct that may constitute unlawful discrimination shall report the alleged acts immediately to an appropriate school district official designated by this policy. The complaint must be filed within 90 calendar days of the alleged violation.
- B. The Human Rights Officer is responsible for receiving oral or written complaints of unlawful discrimination toward an employee or student. However, nothing in this policy shall prevent any person from reporting unlawful discrimination toward an employee or student directly with the Human Rights Officer, the school board or other school district official.
- C. The school board hereby designates Kevin Enerson, 1401 7th St SW, Pipestone, MN 56164, 507-562-6068, kevin.enerson@pas.k12.mn.us, as the school district Human Rights Officer(s) to receive reports, complaints or grievance of unlawful discrimination. If the complaint involves a human rights officer, the complaint shall be filed directly with Jeff Baatz, School Board Chair, jeff.baatz@pas.k12.mn.us
- D. The Human Rights Officer may request but not insist upon a written complaint. Alternative means of filing a complaint, such as through a personal interview or by tape recording, shall be made available upon request for qualified persons with a disability. If the complaint is oral, it shall be reduced to writing within 24 hours and forwarded to the superintendent. Failure to do so may result in disciplinary action. The school district encourages the reporting party to complete the complaint form for written complaints. It is available from the principal of each building or the school district office.
- E. The school district shall respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses, consistent with the school district's legal obligations to investigate, take appropriate action, and comply with any discovery or disclosure obligations.

INVESTIGATION

- A. The Human Rights Officer, upon receipt of a complaint alleging unlawful discrimination shall promptly undertake an investigation if deemed appropriate. The investigation may be conducted by the Title IX coordinator for complaints of sex discrimination or the Section 504 Coordinator for complaints of disability

discrimination, or a school district official or neutral third party designated by the Title IX coordinator, Section 504 coordinator or Human Rights Officer. The investigation shall be completed within 30 days of the complaint, unless impracticable.

- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of other methods deemed pertinent by the investigator.
- C. In determining whether the alleged conduct constitutes a violation of this policy, the school district shall consider the facts and the surrounding circumstances such as the nature of the behavior, past incidents or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incident occurred.
- D. The school district may take immediate steps to protect the parties involved in the complaint process, pending completion of an investigation of alleged unlawful discrimination.
- E. Upon completion of the investigation, the school district investigator shall make a written report to the Human Rights Officer. If the complaint involves the Human Rights Officer, the report may be filed directly with the superintendent or school board. The report shall include the facts, a determination of whether the allegations have been substantiated, whether a violation of this policy has occurred as well as a description of any proposed resolution which may include alternative dispute resolution.
- F. The district shall comply with federal and state law pertaining to retention of records.

APPEAL

If the grievance has not been resolved to the satisfaction of the complainant, s/he may appeal to the Human Rights Officer within ten (10) school days of receipt of the findings of the school district investigation. The school district investigator shall conduct a review of the appeal and within ten (10) school days of receipt of the appeal, shall affirm, reverse, or modify the findings of the report. The decision of the school district investigator is final but does not preclude pursuit of alternative complaint procedures noted in the section entitled "Right to Alternative Compliant Procedures."

SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of the findings, the school district shall take appropriate action. If it is determined that a violation has occurred, such action may include, but is not limited to, warning, suspension, expulsion, transfer, remediation or termination.

School district action taken for violation of this policy shall be consistent with the requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

- B. The result of the school district's investigation of each complaint filed under these procedures shall be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

RETALIATION

The school district shall take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination toward an employee or student or any person who testifies, assists or participates in an investigation or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation or harassment.

CONFLICT OF INTEREST

If there is a conflict of interest with respect to any party affected by this policy, appropriate action shall be taken such as, but not limited to, appointing or contracting with a neutral third party investigator to conduct the investigation or recusal from the process by the person for whom a conflict or potential conflict of interest exists.

DISSEMINATION OF POLICY

The school district shall adopt and publish these procedures.

TITLE IX COORDINATOR

Rick Zollner
1401 7th St. SW
Pipestone, MN 56164
507-562-6084
rick.zollner@pas.k12.mn.us

SECTION 504 COORDINATOR

Kaysee Slaba
1401 7th St. SW
Pipestone, MN 56164
507-562-6111
kaysee.slaba@pas.k12.mn.us

RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse, which may include filing charges with the agencies listed below or initiating action in state or federal court.

Claims of discrimination may also be pursued through the following agencies where appropriate:

A student, parent, or employee can file a complaint with OCT at any time at:

Office for Civil Rights, Region V
U.S. Department of Education
Citigroup Center
500 W. Madison Street – Suite 1475
Chicago, IL 60661-4544
Tel: 312-730-1560

Facsimile: 312-730-1576
TDD: 800-877-8339

Students, parents, and employees may file a complaint of discrimination with:

MN Department of Human Rights
Freeman Building, 625 Robert Street North
St. Paul, MN 55155
800-657-3704
651-539-1100
TDD 651-296-1283

For complaints of employment discrimination:

Equal Employment Opportunity Commission
330 S. 2nd Avenue, Suite 720
Minneapolis, MN 55401
800-669-4000
TDD 800-669-6820

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. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

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 (Boards of Independent School Districts)
)
Minn. Stat. § 123B.14, Subd. 7 (Officers of Independent School Districts)
Minn. Stat. § 331A.01 (Definition)
Minn. Stat. § 331A.05, Subd. 8 (Form of Public Notices)
Minn. Stat. § 331A.08, Subd. 3 (Computation of Time)
Op. Atty. Gen. 161-a-20 (Dec. 17, 1970)
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Adopted: _____

MSBA/MASA Model Policy 208

Orig. 1995

Revised: _____

Rev. 2022

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

[Note: The provisions of this policy are recommendations. The procedures for policy development, adoption, and implementation are not specifically provided by statute.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEVELOPMENT OF POLICY

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

IV. ADOPTION AND REVIEW OF POLICY

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

emergency.

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

V. IMPLEMENTATION OF AND ACCESS TO POLICY

- A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.
- B. Each school board member shall have access to school district policies. A copy of the school district policies shall be placed in the office of each school attendance center and in the central school district office and shall be available for reference purposes to other interested persons.
- C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy current.
- D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: ~~410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition Policy; 522 ; Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; 616 School District System Accountability; 722 Public Data Requests;~~ and 806 Crisis Management Policy.
- E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

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

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

Adopted: _____

MSBA/MASA Model Policy 209

Orig. 1995

Revised: _____

Rev. 202209

209 CODE OF ETHICS

[NOTE: A code of ethics establishes standards of conduct that members of a school board create and agree to follow. The principles and values embodied in this code of ethics prioritize board members' obligations to students, the district, and the community. As a written set of expectations, a code of ethics guides board members' decision making and behavior. This model policy offers a starting point for school boards as they create a code that establishes parameters for board member conduct that best serve their district. Minnesota law and rules of parliamentary procedure establish sanctions that a school board may choose to pursue.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

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

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

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

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

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

1. Hold the superintendent responsible for the administration of the school district.
2. Give the superintendent authority commensurate with his or her responsibilities.
3. Assure that the school district will be administered by the best professional personnel available.

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

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

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

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

Cross References: ~~None~~

Adopted: _____

MSBA/MASA Model Policy 210

Orig. 1995

Revised: _____

Rev. 202208

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

[Note: The provisions of this policy substantially reflect legal requirements.]

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. Minnesota Statutes~~ chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes ~~of the school board~~. Disclosure ~~must~~ shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and ~~must~~ need only be made once;
 - 2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;
 - 3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;
 - 4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:

- a. The school board ~~must-shall~~ authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
 - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
 - c. Before a claim is paid, the interested school board member ~~shall 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 ~~when~~ 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-at which~~ all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee ~~where only if~~ there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$~~208~~,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-at which~~ all school board members are present, that employment ~~must-beis~~ immediately terminated and that school board member ~~will-have has~~ no further rights to employment while serving as a school board member in the school district.
- [Note: The \$8,000 figure increased to \$20,000 effective July 1, 2022]**
- D. The school board may contract with a class of school district employees, such as teachers or custodians, ~~where-when~~ the spouse of a school board member is a member

of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. ~~In order for~~ 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-in which~~ the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

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

V. CONFLICTS PRIOR TO TAKING OFFICE

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

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

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

Legal References: Minn. Stat. § 122A.40, Subd. 3 (~~Employment; Contracts; Termination~~)Teacher Hiring, Dismissal)

Minn. Stat. § 123B.195 (Board Member's Right to Employment)

Minn. Stat. § 471.87 (Public Officers~~s~~; 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~~

Adopted: 9-18-1995
Revised: 8-27-2018
Revised: 8-26-2019
Revised: 1-25-2021, 10/25/21, 8/22/22

PAS Policy 401
Orig. 1995
Rev. 2022

401 EQUAL EMPLOYMENT OPPORTUNITY

I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and **for all** school district employees.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for disabled employees.

[Note: The Minnesota Human Rights Act defines “sexual orientation” to include “having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness.” Minnesota Statutes section 363A.03, subdivision 44.]

Title IX Coordinator:

Rick Zollner
1401 7th St SW
Pipestone, MN 56164
507-562-6099
rick.zollner@pas.k12.mn.us

Section 504 Coordinator:

Kaysee Slaba
1401 7th St SW
Pipestone, MN 56164
507-562-60111
kaysee.slaba@pas.k12.mn.us

- 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 impermissible harassment and the school district’s internal procedures for addressing complaints of harassment, please refer to the school district’s policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.
- D. Every school district employee shall be responsible for following this policy.
- E. Any person having a question regarding this policy should discuss it with Human Resources, located at the District Office.

III. GRIEVANCE PROCEDURE FOR COMPLAINTS OF DISCRIMINATION

The following grievance procedure applies to claims of sex, disability, and racial discrimination:

- A. Any person who believes he or she has been the victim of unlawful discrimination or any person with knowledge or belief of conduct that may constitute unlawful discrimination shall report the alleged acts immediately to an appropriate school district official designated by this policy. The complaint must be filed within 90 calendar days of the alleged violation.
- B. The Human Rights Officer is responsible for receiving oral or written complaints of unlawful discrimination toward an employee or student. However, nothing in this policy shall prevent any person from reporting unlawful discrimination toward an employee or student directly with the Human Rights Officer, the school board or other school district official.
- C. The school board hereby designates Kevin Enerson, 1401 7th St SW, Pipestone, MN 56164, 507-562-6068, kevin.enerson@pas.k12.mn.us, as the school district Human Rights Officer(s) to receive reports, complaints or grievance of unlawful discrimination. If the complaint involves a human rights officer, the complaint shall be filed directly with Jeff Baatz, School Board Chair, Jeff.Baatz@pas.k12.mn.us
- D. The Human Rights Officer may request but not insist upon a written complaint. Alternative means of filing a complaint, such as through a personal interview or by tape recording, shall be made available upon request for qualified persons with a disability. If the complaint is oral, it shall be reduced to writing within 24 hours and forwarded to the superintendent. Failure to do so may result in disciplinary action. The school district encourages the reporting party to complete the complaint form for written complaints. It is available from the principal of each building or the school district office.
- E. The school district shall respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses, consistent with the school district's legal obligations to investigate, take appropriate action, and comply with any discovery or disclosure obligations.

INVESTIGATION

- A. The Human Rights Officer, upon receipt of a complaint alleging unlawful discrimination shall promptly undertake an investigation if deemed appropriate. The investigation may be conducted by the Title IX coordinator for complaints of sex discrimination or the Section 504 Coordinator for complaints of disability discrimination, or a school district official or neutral third party designated by the Title IX coordinator, Section 504 coordinator or Human Rights Officer. The investigation shall be completed within 30 days of the complaint, unless impracticable.

- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of other methods deemed pertinent by the investigator.
- C. In determining whether the alleged conduct constitutes a violation of this policy, the school district shall consider the facts and the surrounding circumstances such as the nature of the behavior, past incidents or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incident occurred.
- D. The school district may take immediate steps to protect the parties involved in the complaint process, pending completion of an investigation of alleged unlawful discrimination.
- E. Upon completion of the investigation, the school district investigator shall make a written report to the Human Rights Officer. If the complaint involves the Human Rights Officer, the report may be filed directly with the superintendent or school board. The report shall include the facts, a determination of whether the allegations have been substantiated, whether a violation of this policy has occurred as well as a description of any proposed resolution which may include alternative dispute resolution.
- F. The district shall comply with federal and state law pertaining to retention of records.

APPEAL

If the grievance has not been resolved to the satisfaction of the complainant, s/he may appeal to the Human Rights Officer within ten (10) school days of receipt of the findings of the school district investigation. The school district investigator shall conduct a review of the appeal and within ten (10) school days of receipt of the appeal, shall affirm, reverse, or modify the findings of the report. The decision of the school district investigator is final but does not preclude pursuit of alternative complaint procedures noted in the section entitled "Right to Alternative Compliant Procedures."

SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of the findings, the school district shall take appropriate action. If it is determined that a violation has occurred, such action may include, but is not limited to, warning, suspension, expulsion, transfer, remediation or termination.

School district action taken for violation of this policy shall be consistent with the requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.
- B. The result of the school district's investigation of each complaint filed under these procedures shall be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

RETALIATION

The school district shall take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination toward an employee or student or any person who testifies, assists or participates in an investigation or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation or harassment.

CONFLICT OF INTEREST

If there is a conflict of interest with respect to any party affected by this policy, appropriate action shall be taken such as, but not limited to, appointing or contracting with a neutral third party investigator to conduct the investigation or recusal from the process by the person for whom a conflict or potential conflict of interest exists.

DISSEMINATION OF POLICY

The school district shall adopt and publish these procedures.

TITLE IX COORDINATOR

Rick Zollner
1401 7th St. SW
Pipestone, MN 56164
507-562-6099
rick.zollner@pas.k12.mn.us

SECTION 504 COORDINATOR

Kaysee Slaba
1401 7th St. SW
Pipestone, MN 56164
507-562-6111
kaysee.slaba@pas.k12.mn.us

RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse, which may include filing charges with the agencies listed below or initiating action in state or federal court.

Claims of discrimination may also be pursued through the following agencies where appropriate:

A student, parent, or employee can file a complaint with OCT at any time at:

Office for Civil Rights, Region V
U.S. Department of Education
Citigroup Center
500 W. Madison Street – Suite 1475
Chicago, IL 60661-4544
Tel: 312-730-1560
Facsimile: 312-730-1576
TDD: 800-877-8339

Students, parents, and employees may file a complaint of discrimination with:

MN Department of Human Rights
Freeman Building, 625 Robert Street North

St. Paul, MN 55155
800-657-3704
651-539-1100
TDD 651-296-1283

For complaints of employment discrimination:

Equal Employment Opportunity Commission
330 S. 2nd Avenue, Suite 720
Minneapolis, MN 55401
800-669-4000
TDD 800-669-6820

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 2615 (Family and Medical Leave Act)
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)
42 U.S.C. § 2000e *et seq.* (**Equal Employment Opportunities**; Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

Adopted: 1-16-1996
Revised: 10/05, 9/14, 7/17, 2/18
Revised: 8/26/2019
Revised: 1-25-2021, 10/25/2021, 8/22/22

PAS Policy 402
Orig. 1995
Rev. **2022**

402 DISABILITY NONDISCRIMINATION POLICY

I. PURPOSE

The purpose of this policy is to provide a fair employment setting for all persons and to comply with state and federal law.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact **Kaysee Slaba**, Social Worker, 1401 7th St SW, Pipestone, MN 56164, 507-562-6111, kaysee.slaba@pas.k12.mn.us. This individual is the school district's appointed ADA/Section 504 coordinator.

III. GRIEVANCE PROCEDURE FOR COMPLAINTS AND DISCRIMINATION

The following grievance procedure applies to claims of sex, disability, and racial discrimination.

- A. Any person who believes he or she has been the victim of unlawful discrimination or any person with knowledge or belief of conduct that may constitute unlawful discrimination shall report the alleged acts immediately to an appropriate school district official designated by this policy. The complaint must be filed within 90 calendar days of the alleged violation.

- B. The Human Rights Officer is responsible for receiving oral or written complaints of unlawful discrimination toward an employee or student. However, nothing in this policy shall prevent any person from reporting unlawful discrimination toward an employee or student directly with the Human Rights Officer, the school board or other school district official.
- C. The school board hereby designates Kevin Enerson, 1401 7th St SW, Pipestone, MN 56164, 507-562-6068, kevin.enerson@pas.k12.mn.us, as the school district Human Rights Officer(s) to receive reports, complaints or grievance of unlawful discrimination. If the complaint involves a human rights officer, the complaint shall be filed directly with Jeff Baatz, School Board Chair, Jeff.Baatz@pas.k12.mn.us
- D. The Human Rights Officer may request but not insist upon a written complaint. Alternative means of filing a complaint, such as through a personal interview or by tape recording, shall be made available upon request for qualified persons with a disability. If the complaint is oral, it shall be reduced to writing within 24 hours and forwarded to the superintendent. Failure to do so may result in disciplinary action. The school district encourages the reporting party to complete the complaint form for written complaints. It is available from the principal of each building or the school district office.
- E. The school district shall respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses, consistent with the school district's legal obligations to investigate, take appropriate action, and comply with any discovery or disclosure obligations.

INVESTIGATION

- A. The Human Rights Officer, upon receipt of a complaint alleging unlawful discrimination shall promptly undertake an investigation if deemed appropriate. The investigation may be conducted by the Title IX coordinator for complaints of sex discrimination or the Section 504 Coordinator for complaints of disability discrimination, or a school district official or neutral third party designated by the Title IX coordinator, Section 504 coordinator or Human Rights Officer. The investigation shall be completed within 30 days of the complaint, unless impracticable.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of other methods deemed pertinent by the investigator.
- C. In determining whether the alleged conduct constitutes a violation of this policy, the school district shall consider the facts and the surrounding circumstances such as the nature of the behavior, past incidents or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incident occurred.

- D. The school district may take immediate steps to protect the parties involved in the complaint process, pending completion of an investigation of alleged unlawful discrimination.
- E. Upon completion of the investigation, the school district investigator shall make a written report to the Human Rights Officer. If the complaint involves the Human Rights Officer, the report may be filed directly with the superintendent or school board. The report shall include the facts, a determination of whether the allegations have been substantiated, whether a violation of this policy has occurred as well as a description of any proposed resolution which may include alternative dispute resolution.
- F. The district shall comply with federal and state law pertaining to retention of records.

APPEAL

If the grievance has not been resolved to the satisfaction of the complainant, s/he may appeal to the Human Rights Officer within ten (10) school days of receipt of the findings of the school district investigation. The school district investigator shall conduct a review of the appeal and within ten (10) school days of receipt of the appeal, shall affirm, reverse, or modify the findings of the report. The decision of the school district investigator is final but does not preclude pursuit of alternative complaint procedures noted in the section entitled "Right to Alternative Complaint Procedures."

SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of the findings, the school district shall take appropriate action. If it is determined that a violation has occurred, such action may include, but is not limited to, warning, suspension, expulsion, transfer, remediation or termination.

School district action taken for violation of this policy shall be consistent with the requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

- B. The result of the school district's investigation of each complaint filed under these procedures shall be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

RETALIATION

The school district shall take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination toward an employee or student or any person who testifies, assists or participates in an investigation or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation or harassment.

CONFLICT OF INTEREST

If there is a conflict of interest with respect to any party affected by this policy, appropriate action shall be taken such as, but not limited to, appointing or contracting with a neutral third-party

investigator to conduct the investigation or recusal from the process by the person for whom a conflict or potential conflict of interest exists.

DISSEMINATION OF POLICY

The school district shall adopt and publish these procedures.

TITLE IX COORDINATOR

Rick Zollner

1401 7th St. SW

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SECTION 504 COORDINATOR

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RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse, which may include filing charges with the agencies listed below or initiating action in state or federal court.

Claims of discrimination may also be pursued through the following agencies where appropriate:

A student, parent, or employee can file a complaint with OCT at any time at:

Office for Civil Rights, Region V

U.S. Department of Education

Citigroup Center

500 W. Madison Street – Suite 1475

Chicago, IL 60661-4544

Tel: 312-730-1560

Facsimile: 312-730-1576

TDD: 800-877-8339

Students, parents, and employees may file a complaint of discrimination with:

MN Department of Human Rights

Freeman Building, 625 Robert Street North

St. Paul, MN 55155

800-657-3704

651-539-1100

TDD 651-296-1283

For complaints of employment discrimination:

Equal Employment Opportunity Commission

330 S. 2nd Avenue, Suite 720

Minneapolis, MN 55401

800-669-4000

TDD 800-669-6820

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 794 *et seq.* (**Section 504 of the** Rehabilitation Act of 1973)
42 U.S.C. § 12101 (Americans with Disabilities Act)
29 C.F.R. Part 32 (**Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance**)
34 C.F.R. Part 104 (**Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance**)

404 EMPLOYMENT BACKGROUND CHECKS

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall require that applicants for school district positions who receive an offer of employment and all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.
- B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.
- C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

III. PROCEDURES

- A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may conditionally hire an applicant or allow an individual to provide services pending completion of the background check but shall notify the individual that the individual's employment or opportunity to provide services may

be terminated based on the result of the background check. Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in Minnesota Statutes section 13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.

- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.
- C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board or the **Minnesota** Commissioner of Education within the 12 months preceding an offer of employment or permission to provide services.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
 - 1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
 - 2. the other school hiring authority conducted a criminal background check within the previous 12 months;
 - 3. the individual executes a written consent form giving the school district access to the results of the check; and
 - 4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.
- E. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or,

if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.

- F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.
- G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.
- H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.
- I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.
- J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.
- K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication. A form notice for this purpose is included with this policy.

IV. CRIMINAL HISTORY CONSENT FORM

A form to obtain consent for a criminal history background check is included with this policy.

Legal References: Minn. Stat. § 13.04, Subd. 4 (Rights of Subjects of Data)
Minn. Stat. § 13.87, Subd. 1 (Criminal Justice Data)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Independent School District #2689
Pipestone Area Schools
1401 7th St SW
Pipestone, MN 56164
Jennifer Dunn, HR/Payroll
507-562-6071

☐ **We are requesting a federal check pursuant to Minnesota Statutes 299C.62 on this individual as well.**

(Contributor, please check this box if requesting a federal check and attach fingerprint card, the Child Protection Background Check Consent form, and appropriate fee. Please note that the federal check will take one to two weeks to complete.)

The following named individual has made application with this agency for employment:

Last Name of Applicant (please print): _____

First Name (please print): _____

Middle (full) (please print): _____

Maiden, Alias or Former (please print): _____

Date of Birth (Month/Day/Year): _____ **Sex** (M or F): _____

I authorize the Minnesota Bureau of Criminal Apprehension to disclose criminal history record information to Pipestone Area Schools pursuant to Minnesota Statutes 123B.03, subdivision 1 for the purpose of employment as a _____ with this School District.

Signature of Applicant or Potential Service Provider: _____

Date: _____

This release is valid for one year from the date of my signature

Subscribed and sworn to before me
this _____ day of _____, 20____.

Notary Public

1. Records obtained under the Minnesota State Statute 123B.03, subdivision 1, may be used solely for the purpose requested and cannot be disseminated outside the receiving departments, related agencies, or other authorized entities.
2. Your fingerprints may be used to check the criminal history records of the FBI.
3. You may challenge the accuracy and completeness of any information contained in the report provided (procedures are set forth in Minnesota Statutes §13.04 and Title 28 CFR Section 16.34).
4. You have the right to request and obtain from the school hiring authority a copy of the background check report. A school hiring authority may charge the individual for the actual cost of providing a copy of the report.

The School District should forward this executed form, along with a check or money order in the amount of \$15.00 payable to the "MN BCA" and a self-addressed, stamped envelope, to:

*Minnesota Bureau of Criminal Apprehension
CHA Unit
1430 Maryland Avenue E.
St. Paul, MN 55106*

Adopted: _____

MSBA/MASA Model Policy 410

Orig. 1995

Revised: _____

Rev. 202215

410 FAMILY AND MEDICAL LEAVE POLICY

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section~~U.S.C.~~ § 101(a)(13)(B).

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence

from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.
- E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
 - 1. a military medical treatment facility as an outpatient; or
 - 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
 - 1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 - 2. to attend military events and related activities of a covered military member;
 - 3. to address issues related to childcare and school activities of a covered military member's child;
 - 4. to address financial and legal arrangements for a covered military member;
 - 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 - 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;

7. to attend post-deployment activities related to a covered military member;
 8. to address ~~parental~~ care needs of a covered military member's parent who is incapable of self-care; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 United States Code section~~U.S.C.~~ § 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.

[Note: An employer is permitted to choose any one of the following

methods for determining the 12-month period in which the 12 weeks of FMLA leave entitlement occurs: (a) the calendar year; (b) any fixed 12-month leave year, such as a fiscal year, a year required by State law, or a year starting on an employee's anniversary date; (c) the 12-month period measured forward from the date any employee's first FMLA leave; or (d) a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. It is recommended, however, that school districts use the 12-month rolling measurement as it prevents employees from stacking 12-week leave entitlement that could occur if, for example, a calendar or fiscal year is utilized. Where a calendar, fiscal or similar period is used, an employee could use 12 weeks at the end of the period and then again at the beginning of the period, providing an entitlement to a leave of 24 consecutive weeks. If a school district changes its definition of a "year" in this policy, it must give employees notice of at least 60 days before implementing this change.]

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:
 - (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in

whole or in part, on the condition precipitating the need for military caregiver leave; or

- (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
- 6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
- 7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
- 8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
- 9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
- 10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to

provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the employerschool district. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the employerschool district so

that the total leave does not exceed 12 weeks, unless agreed to by the employerschool district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employerschool district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.

- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:
1. take leave for the entire period or periods of the planned medical treatment; or
 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.
- 4D. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. ~~This policy~~A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint—shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: MSBA School Law Bulletin “M” (Licensed and Non-Licensed School District Employee Leave—~~Family and Medical Leave Act Summary~~)

Adopted: _____

MSBA/MASA Model Policy 415

Orig. 1995

Revised: _____

Rev. 201522

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

[Note: This policy reflects the mandatory law regarding reporting maltreatment of vulnerable adults and is not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to ~~fully~~ comply fully with Minnesota Statutes section § 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

A. "Abuse" means:

- 1. An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in Minnesota Statutes sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in Minnesota Statutes section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in Minnesota Statutes section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in Minnesota Statutes sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.
- 2. Conduct which is not an accident or therapeutic conduct as defined in Minnesota Statutes section 626.5572 which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under Minnesota Statutes section 245.825.

3. Any sexual contact or penetration as defined in Minn. Stat. § 609.341 between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.

4. The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.

Abuse does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 2.

B. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.

C. "Common entry point" means the entity responsible for receiving reports of alleged or suspected maltreatment of a vulnerable adult and designated by the Commissioner of the Minnesota Department of Human Services as the MN Adult Abuse Reporting Center (MAARC).

D. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.

E. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

F. "Mandated Reporters" means a professional or professional's delegate while engaged in education. ~~any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.~~

G. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.

H. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct.

I. Neglect also means the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by ~~Minn. Stat. §~~ Minnesota Statutes section 626.5572, Subd. 17.

- J. "School personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- K. "Vulnerable ~~A~~adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under ~~Minn. Stat. Ch. Minnesota Statutes chapter~~ 245A, except as excluded under ~~Minn. Stat. §Minnesota Statutes section~~ 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to adequately provide adequately for the person's individual's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall, to the extent possible, identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose not public data, as defined under ~~Minn. Stat. §Minnesota Statutes section~~ 13.02, to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy ~~shall~~should appear in school personnel handbooks ~~where~~as appropriate.
- B. The school district will develop a method of discussing this policy with employees ~~where~~as appropriate.
- C. This policy ~~shall~~should be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. § 13.02 (~~Government Data Practices; Collection, Security, and Dissemination of Records;~~ Definitions)
Minn. Stat. Ch. 245A (Human Services Licensing)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.2~~32~~ 34 (~~Crimes Against Vulnerable Persons~~Adults; Definitions)
~~Crimes Against the Person~~
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Adopted: _____

MSBA/MASA Model Policy 418

Orig. 1995

Revised: _____

Rev. 20152022

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, ~~and nonintoxicating cannabinoids (including edible cannabinoid products), and~~ controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of ~~alcohol, controlled substances,~~ toxic substances, medical cannabis, ~~nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances~~ alcohol before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, ~~controlled substances, or~~ medical cannabis, ~~nonintoxicating cannabinoids (including edible cannabinoid products), or controlled substances~~ in any school location.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage ~~containing more than one-half of one percent alcohol by volume, malt beverage, fortified wine, or other intoxicating liquor.~~
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 ~~United States Code section~~ U.S.C. § 812, including analogues and look-alike drugs.
- C. ~~"Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.~~
- D. ~~"Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by any route of administration.~~
- ~~EC.~~ "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the

form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; ~~or~~ (4) combustion with use of dried raw cannabis; or (5) any other method, excluding smoking, approved by the commissioner.

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H.D. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.

I.E. "Use" includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of ~~Minnesota Statutes, section §~~ 624.701, ~~Subdivision~~ 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, must comply with the school district's student medication policy.

[Note: School districts are required by ~~Minnesota Statutes, §~~section 121A.22 to develop procedures for the administration of drugs and medicine. If the school district does not have a student medication policy such as MSBA/MASA Model Policy 516, this Paragraph A. can be modified to provide: "Students who have a prescription from a physician for medical treatment

with a controlled substance must provide a copy of the prescription and the medication to the school nurse, principal, or other designated staff member. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer the prescribed medication in accordance with school district procedures."]

- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

[Note: The Drug-Free Workplace Act requires that school district employees be notified by a published statement of the prohibition of the use of controlled substances and actions that will be taken against employees for violations of such prohibition. 41 United States Code section U.S.C. § 8103; 34 C.F.R. Code of Federal Regulations Part 84. An acknowledgment will document satisfaction by the school district of this federal requirement.]

- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis.
- G. Possession of alcohol on school grounds pursuant to the exceptions of Minn-~~esota~~ Stat-utes §section 624.701, Ssubd-ivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

- A. Students
 - 1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes, and nonintoxicating cannabinoids (including edible cannabinoid products).
 - 2. Students may be referred to drug or alcohol assistance or rehabilitation

programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

~~2. The student may be referred to a drug or alcohol assistance or rehabilitation program and/or to law enforcement officials when appropriate.~~

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References:

Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.22, subd. 6 (~~Medical Cannabis~~; Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (~~Medical Cannabis~~; Limitations; Medical Cannabis)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)

Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 609.684 (~~Sale of Toxic Substances to Children~~; Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-716522 (~~Safe and Drug-Free Schools and Communities Act~~
~~Student Support and Academic Enrichment Grants~~)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-~~w~~Wide Requirements for Drug-Free Workplace)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
[MSBA/MASA Model Policy 419 \(Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction\)](#)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

Adopted: _____

MSBA/MASA Model Policy 420

Orig. 1995

Revised: _____

Rev. 2022~~15~~

420 STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS

[Note: School districts are not required by statute to have a policy addressing these issues. However, ~~Minn. Stat. §Minnesota Statutes section~~ 121A.23 provides that school districts must have a program that incorporates the provisions contained in this policy.]

I. PURPOSE

Public concern that students and staff of the school district be able to attend the schools of the district without becoming infected with serious communicable or infectious diseases, including, but not limited to, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), Hepatitis B, and Tuberculosis, requires that the school board adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors, including those who are so infected. The purpose of this policy is to adopt such measures.

II. GENERAL STATEMENT OF POLICY

A. Students

The policy of the school board is that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees

The policy of the school board is that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally, and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

C. Circumstances and Conditions

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case by case

basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties), and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.

2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions, or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

D. Students with Special Circumstances and Conditions

The school ~~nurse, (title)~~, along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic reevaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular, and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.
2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's

policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the Minnesota Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the Minnesota Commissioners of Health and -Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with Minn. Stat. §Minnesota Statutes section 121A.23 ~~which that~~ includes:

1. planning materials, guidelines, and other technically accurate and updated information;
2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;
3. cooperation and coordination among school districts and Service Cooperatives;
4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;
5. involvement of parents and other community members;
6. in-service training for district staff and school board members;
7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;
8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and
9. participation by state and local student organizations.
10. The program must be consistent with the health and wellness curriculum.
11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources, including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law. The procedures shall provide that the Hepatitis B vaccination series be offered to all who have occupational exposure at no cost to the employee.

- Legal References:** Minn. Stat. § 121A.23 (Programs to Prevent and Reduce the Risks of Sexually Transmitted Infections and Diseases)
Minn. Stat. § 144.441-~~442~~ (Tuberculosis Screening in Schools)
Minn. Stat. § 142 (Testing in School Clinics)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education ~~Improvement Act of 2004~~)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
29 C.F.R. 1910.1030 (~~Occupational Exposure to~~ Bloodborne Pathogens)
Kohl by Kohl v. Woodhaven Learning Center, 865 F.2d 930 (8th Cir.), *cert. denied*, 493 U.S. 892, ~~110 S.Ct. 239~~ (1989)
School Board of Nassau County, Fla. v. Arline, 480 U.S. 273, ~~107 S.Ct. 1123~~ (1987)
16 EHLR 712, OCR Staff Memo, April 5, 1990
- Cross References:** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Adopted: 12-17-1996

PAS Policy 504

Revised: 8-27-2018

Orig. 1995

Revised: 3-25-2021, 8/22/22

Rev. 2022

504 STUDENT DRESS AND APPEARANCE

I. PURPOSE

The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming that are related to educational goals and community standards.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).
- B. Appropriate clothing includes, but is not limited to, the following:
 - 1. Clothing appropriate for the weather.
 - 2. Clothing that does not create a health or safety hazard.
 - 3. Clothing appropriate for the activity (i.e., physical education or the classroom).
- C. Inappropriate clothing includes, but is not limited to, the following:
 - 1. "Short shorts," skimpy tank tops, tops that expose the midriff, and other clothing that is not in keeping with community standards.
 - 2. Clothing bearing a message that is lewd, vulgar, or obscene.
 - 3. Apparel promoting products or activities that are illegal for use by minors.
 - 4. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in MSBA/MASA Model Policy 413.
 - 5. Any apparel or footwear that would damage school property.
- D. Headgear, including hats or head coverings, will be determined at each site through student handbook codes of conduct.

- E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, or do not advocate violence or harassment against others.
- F. “Gang,” as defined in this policy, means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. “Pattern of gang activity” means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

III. PROCEDURES

- A. When, in the judgment of the administration, a student’s appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.
- B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.
- C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

Legal References: U. S. Const., amend. I
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, ~~89 S.Ct. 733, 21 L.Ed.2d 731~~ (1969)
B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8th Cir. 2009)
Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)
B.H. ex rel. Hawk v. Easton Area School Dist., 725 F.3d 293 (3rd Cir. 2013)
D.B. ex rel. Brogdon v. Lafon, 217 Fed.Appx. 518 (6th Cir. 2007)
Hardwick v. Heyward, 711 F.3d 426 (4th Cir. 2013)
Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)
McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F.Supp. 1415 (W.D. Okla. 1992)
Hicks v. Halifax County Bd. of Educ., 93 F.Supp.2d 649 (E.D. N.C. 1999)
Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820 (N.D. Ill. 1987)

Adopted: _____

MSBA/MASA Model Policy 508

Revised: _____
20~~22~~07

Orig. 1995
Rev.

508 EXTENDED SCHOOL YEAR FOR CERTAIN STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS

[Note: The provisions of this policy substantially reflect statutory and regulatory requirements.]

I. PURPOSE

The purpose of this policy is to ensure that the school district complies with the overall requirements of law as mandated for certain students subject to individualized education programs (IEPs) when necessary to provide a free appropriate public education (FAPE).

II. GENERAL STATEMENT OF POLICY

- A. Extended School Year Services Must Be Available to Provide a FAPE. The school district shall provide extended school year (ESY) services to a student who is the subject of an IEP if the student's IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.
- B. Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:
 - 1. There will be significant regression of a skill or acquired knowledge from the student's level of performance on an annual goal that requires more than the length of the break in instruction to recoup unless the IEP team determines a shorter time for recoupment is more appropriate; OR
 - 2. Services are necessary for the student to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the student's age and level of development, and the timeliness for teaching the skill; OR
 - 3. The IEP team otherwise determines, given the student's unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.
- C. Required Factors Schools Must Consider in Making ESY Determinations. The IEP team must decide ESY eligibility using information including:
 - 1. Prior observations of the student's regression and recoupment over the summer;
 - 2. Observations of the student's tendency to regress over extended breaks in

instruction during the school year; and

3. Experience with other students with similar instructional needs.

D. Additional Factors to Consider, Where Relevant. In making its determination of ESY needs, the following factors must be considered, where relevant:

1. The student's progress and maintenance of skills during the regular school year.
2. The student's degree of impairment.
3. The student's rate of progress.
4. The student's behavioral or physical problems.
5. The availability of alternative resources.
6. The student's ability and need to interact with nondisabled peers.
7. The areas of the student's curriculum which need continuous attention.
8. The student's vocational needs.

E. No Unilateral Decisions.

In the course of providing ESY services to children with disabilities, the school district may not unilaterally limit the type, amount, or duration of those services.

F. Services to Nonresident Students Temporarily Placed in School District.

A school district may provide ESY services to nonresident children with disabilities temporarily placed in the school district in accordance with applicable state law.

Legal References: Minn. Stat. § 125A.14 (Extended School Year)
Minn. Rules Part 3525.0755
20 U.S.C. § 1400 ~~et seq.~~ (Individuals ~~with~~ Disabilities ~~Education Improvement Act of 2004~~)
34 C.F.R. Part 300 (~~IDEA Regulations Assistance to States for the Education of Children with Disabilities~~)

Cross References: None

Adopted: _____

MSBA/MASA Model Policy 509

Orig. 1995

Revised: _____

Rev. 2022

509 ENROLLMENT OF NONRESIDENT STUDENTS

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The school district desires to participate in the Enrollment Options Program established by ~~Minn. Stat. §~~Minnesota Statutes section 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

A. Eligibility.

Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and
2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with ~~Minn. Stat. §~~Minnesota Statutes section 124D.03.
3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. Standards that may be used for rejection of application.

In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under ~~Minn. Stat. §~~Minnesota Statutes section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

- ~~4.1.~~ possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
- ~~5.2.~~ possessing or using an illegal drug at school or a school function;

~~6.3.~~ selling or soliciting the sale of a controlled substance while at school or a school function; or

~~7.4.~~ committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

C. Standards that may not be used for rejection of application.

The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:

~~8.1.~~ previous academic achievement of a student;

~~9.2.~~ athletic or extracurricular ability of a student;

~~10.3.~~ disabling conditions of a student;

~~11.4.~~ a student's proficiency in the English language;

~~12.5.~~ the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or

~~13.6.~~ previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section F. of this policy.

D. Application.

The student and parent or guardian must complete and submit a School District Enrollment Options Program application developed by the Minnesota Department of Education and available on their website (education.mn.gov). Go to "Students and Families," then, under "School Choice," select "Open Enrollment." The form is entitled, "General Statewide Enrollment Options Application for K-12 and ~~Early Childhood Special Education.~~"

E. Lotteries.

If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

1. the student's resident district does not operate a school building;
2. the municipality is located partially or fully within the boundaries of at

least five school districts;

3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and
4. no other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established by school board policy and posted on the school district's website.

B.F. Exclusion

1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.
2. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

C.G. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to ~~Minn.—Stat. §Minnesota Statutes section~~ 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under ~~Minnesota Statutes chapterMinn.—Ch.~~ 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under ~~Minn.—Stat.—§Minnesota Statutes section~~ 120A.22, ~~Subdivision~~ 8.

2. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under ~~Minn. Stat. §~~Minnesota Statutes section-120A.22, ~~Subd.~~subdivision 8.
3. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

D.H. Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Legal References: Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction Residency Determined)
~~Minn. Stat. § 120A.22, Subd. 8 (Withdrawal from School)~~
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.68 (~~High School~~ Graduation Incentives Program)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (~~Habitual Truant-Defined~~Definitions)
Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)
~~Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ.~~, Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 517 (Student Recruiting)
~~MSBA Service Manual, Chapter 5, Various Educational Programs~~

Adopted: _____

MSBA/MASA Model Policy 514

Orig. 2003

Revised: _____

Rev. 202214

514 BULLYING PROHIBITION POLICY

[Note: School districts are required by statute to have a policy addressing bullying.]

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy

506). The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
 2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.

- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
 2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or

other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited

conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with ~~Minn. Stat.~~ Minnesota Statutes section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying

and other prohibited conduct. Such professional development includes, but is not limited to, the following:

1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 4. The incidence and nature of cyberbullying; and
 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
5. Teach students to advocate for themselves and others;
6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with ~~Minn. Stat. §Minnesota Statutes section~~ 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions ~~of Public School~~)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (~~Sexual, Religious and Racial Harassment and Violence~~)~~Model Policy~~)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of ~~the~~ Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter Schools)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References: 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 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 ([Title IX Sex Nondiscrimination Policy](#)~~Student Sex Nondiscrimination~~)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Adopted: _____

MSBA/MASA Model Policy 515

Orig. 1995

Revised: _____

Rev. 20~~22~~²¹

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

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

C. Dates of Attendance

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

D. Directory Information

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

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

[Note: This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district may choose not to designate some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board who must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]

E. Education Records

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

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.
 - d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:
 - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
 - (2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

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

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

G. Eligible Student

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

HG. Juvenile Justice System

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

IH. Legitimate Educational Interest

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

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

J. Parent

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

K. Personally Identifiable

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

L. Record

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

M. Responsible Authority

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

N. Student

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

O. School Official

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

[Note: School districts may wish to reference police liaison officers in the definition of a "school official." Depending on the circumstances of the

relationship, this may be added in subpart (d) of the definition or in a new subpart (e). Caution should be used to ensure that police liaison officers are considered "school officials" only when performing duties as a police liaison officer and that they are trained as to their obligations pursuant to this policy. Consultation with the school district's legal counsel is recommended.]

PQ. Summary Data

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

QP. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

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

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

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

B. Eligible Students

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

C. Students with a Disability

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

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

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

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

6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

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

- 1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
- 2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside

party:

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

"Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;
6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

- a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;
8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance

with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 [United States Code section U.S.C. § 2332b\(g\)\(5\)\(B\)](#), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

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

by the educational agency or institution for students or former students;

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

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher,

administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

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

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

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

engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

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

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

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

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

C. Present Students and Parents

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

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student

and/or the parent as directory information; and

- c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

[Note: Federal law allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the school district chooses to impose these limitations, it is advisable to add a new paragraph VII.C.1.d. that specifies that disclosures of directory information will be limited to specific parties and/or for specific purposes and identify those parties and/or purposes. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. This is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure, but also the additional administrative requirements such restrictions will place on the school district.]

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

D. Procedure for Obtaining Nondisclosure of Directory Information

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

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent

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

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
 - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
 - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
 - c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
 - d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

- e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

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

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

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

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

C. Investigative Data

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

1. The school district may make any data classified as protected non-public or

confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

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

D. Chemical Abuse Records

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

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

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

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

- A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
 - 1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;
 - 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
 - 3. copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority [*designate title of individual, i.e., building principal*] in writing by [*date*] each year. The written request must include the following information:
 - 1. Name of student and parent, as appropriate;
 - 2. Home address;
 - 3. Student's grade level;
 - 4. School presently attended by student;
 - 5. Parent's legal relationship to student, if applicable;
 - 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
 - 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school

district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redislosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redislosure Not Prohibited

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

[Note: 42 United States Code section~~U.S.C. §~~ 14071 was repealed. School districts should retain this statutory reference, however, as it remains a reference in FERPA and the Minnesota Government Data Practices Act and still may apply to individuals required to register prior to the repeal of this law.]

C. Classification of Disclosed Data

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

D. Notification

The school district shall inform the party to whom a disclosure is made of the

requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section~~C.F.R. §~~ 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section~~§~~ 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

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

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:

- a. the parties who have requested or received personally identifiable information from the education records of the student;
 - b. the legitimate interests these parties had in requesting or obtaining the information; and
 - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 [Code of Federal Regulations section C.F.R. § 99.32](#) and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 [U.S.C. § United States Code section 2332b\(g\)\(5\)\(B\)](#) or an act of domestic or international terrorism.

[Note: While Section XIII.E.1. does not apply to requests for or disclosures of directory information under Section VII. of this policy, to the extent the school district chooses to limit the disclosure of directory information to specific parties, for specific purposes, or both, it is advisable that records be kept to identify the party to whom the disclosure was made and/or purpose for the disclosure.]
4. The record of requests of disclosures may be inspected by:

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

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

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

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

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

D. Form of Request

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

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

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

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

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

B. Right to a Hearing

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

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

the student so long as the record or contested portion thereof is maintained by the school district; and

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

C. Conduct of Hearing

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

D. Appeal

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

XVI. PROBLEMS ACCESSING DATA

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

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

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

Washington, D.C. 20202-8520.

B. Content of Complaint

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

XVIII. WAIVER

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

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

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

The school district shall provide for the need to effectively notify parents of students

identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
[Minn. Stat. § 626.557 \(Reporting of Maltreatment of Vulnerable Adults\)](#)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
[Dept. of Admin. Advisory Op. No. 21-008 \(December 8, 2021\)](#)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

PUBLIC NOTICE

Independent School District No. 2689 gives notice to parents of students currently in attendance in the District, and eligible students currently in attendance in the District, of their rights regarding pupil records.

1. Parents and eligible students are hereby informed that they have the following rights:
 - a. That a parent or eligible student has a right to inspect and review the student's education records within 45 days after the day the request for access is received by the school district. A parent or eligible student should submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect. The parent or eligible student will be notified of the time and place where the records may be inspected;
 - b. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights. A parent or eligible student may ask the school district to amend a record that they believe is inaccurate or misleading. The request shall be in writing, identify the item the parent or eligible student believes to be inaccurate, misleading, or in violation of the privacy rights of the student, shall state the reason for this belief, and shall specify the correction the parent or eligible student wishes the school district to make. The request shall be signed by the parent or eligible student. If the school district decides not to amend the record as requested by the parent or eligible student, the school district will notify the parent or eligible student of the decision and advise him or her of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing;
 - c. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosures without consent;
 - d. That the school district may disclose education records to other school officials within the school district if the school district has determined they have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the school board; a person or company with whom the school district has consulted to perform a specific task (such as an attorney, auditor, medical consultant, therapist, public information officer, or data practices compliance official); or a parent or student serving on an official committee, such as a disciplinary or grievance committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a "legitimate educational interest" if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, and student health and welfare and the ability to respond to a request for educational data;

- e. That the school district forwards education records on request to a school or post-secondary educational institution in which a student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment, including information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to 20 U.S.C. § 7917, part of the federal Every Student Succeeds Act *[insert the following bracketed phrase if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* [and data regarding a student's history of violent behavior,] and any disposition order which adjudicates the student as delinquent for committing an illegal act on school district property and certain other illegal acts;
- f. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C. § 1232g and the rules promulgated thereunder. The name and address of the office that administers the Family Education Rights and Privacy Act is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue S.W.
Washington, D.C. 20202

[optional]

- g. ~~That the parent or eligible student has a right to obtain a copy of the school district's policy regarding the protection and privacy of pupil records; and~~

[optional]

- h. That copies of the school district's policy regarding the protection and privacy of school records are located at 1401 7th St SW, Pipestone, MN 56164.

[optional]

- 2. Independent School District No. 2689 has adopted a school board policy in order to comply with state and federal laws regarding education records. The policy does the following:
 - a. It classifies records as public, private, or confidential.
 - b. It establishes procedures and regulations to permit parents or students to inspect and review a student's education records. These procedures include the method of determining fees for copies, a listing of the locations of these education records, and the identity of the individuals in charge of the records.
 - c. It establishes procedures and regulations to allow parents or students to request the amendment of a student's education records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights.
 - d. It establishes procedures and regulations for access to and disclosure of education records.
 - e. It establishes procedures and regulations for safeguarding the privacy of education records and for obtaining prior written consent of the parent or student when required prior to disclosure.

3. Copies of the school board policy and accompanying procedures and regulations are available to parents and students upon written request to the Superintendent.
4. Pursuant to applicable law, Independent School District No. 2689 gives notice to parents of students currently in attendance in the school district, and eligible students currently in attendance in the school district, of their rights regarding "directory information."

"Directory information" includes the following information relating to a student: the student's name; address; telephone number; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; the most recent educational agency or institution attended by the student; and other similar information. "Directory information" also includes the name, address, and telephone number of the student's parent(s). "Directory information" does not include a student's social security number or a student's identification number (ID) if the ID may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number, password, or other factor known or possessed only by the authorized user. It also does not include identifying information on a student's religion, race, color, social position, or nationality.

- a. **THE INFORMATION LISTED ABOVE SHALL BE PUBLIC INFORMATION WHICH THE SCHOOL DISTRICT MAY DISCLOSE FROM THE EDUCATION RECORDS OF A STUDENT OR INFORMATION REGARDING A PARENT.**
- b. **SHOULD THE PARENT OF A STUDENT OR THE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT EXCEPT TO SCHOOL OFFICIALS AS PROVIDED UNDER FEDERAL LAW.**
- c. **IN ORDER TO MAKE ANY OR ALL OF THE DIRECTORY INFORMATION LISTED ABOVE "PRIVATE" (I.E., SUBJECT TO CONSENT PRIOR TO DISCLOSURE), THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE BUILDING PRINCIPAL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE LAST PUBLICATION OF THIS NOTICE. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:**
 - (1) **NAME OF STUDENT AND PARENT, AS APPROPRIATE;**
 - (2) **HOME ADDRESS;**
 - (3) **SCHOOL PRESENTLY ATTENDED BY STUDENT;**
 - (4) **PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;**
 - (5) **SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH IS NOT TO BE MADE PUBLIC WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT.**

5. Pursuant to applicable law, Independent School District No. 2689 hereby gives notice to parents of students and eligible students in grades 11 and 12 of their rights regarding release of information to military recruiting officers and post-secondary educational institutions. The school district must release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request. Data released to military recruiting officers under this provision may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military and cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

SHOULD THE PARENT OF A STUDENT OR THE ELIGIBLE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT.

IN ORDER TO REFUSE THE RELEASE OF THIS INFORMATION WITHOUT PRIOR CONSENT, THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE RESPONSIBLE AUTHORITY, [DESIGNATE TITLE OF INDIVIDUAL, I.E., BUILDING PRINCIPAL], BY [INSERT DATE] EACH YEAR. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:

- (1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;**
- (2) HOME ADDRESS;**
- (3) STUDENT'S GRADE LEVEL;**
- (4) SCHOOL PRESENTLY ATTENDED BY STUDENT;**
- (5) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;**
- (6) SPECIFIC CATEGORY OR CATEGORIES OF INFORMATION WHICH ARE NOT TO BE RELEASED TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT;**
- (7) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH ARE NOT TO BE RELEASED TO THE PUBLIC, INCLUDING MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS.**

INDEPENDENT SCHOOL DISTRICT NO. 2689
PIPESTONE, MINNESOTA

Dated: _____

Chair

**JUVENILE JUSTICE SYSTEM
REQUEST FOR INFORMATION**

Family Educational Rights and Privacy Act
Minnesota Government Data Practices Act, Minn. Stat. § 13.32, Subds. 3(i) and 8(b)

DATE/TIME OF REQUEST: _____

TO: _____
(Superintendent of school district or chief administrative officer of school)

FROM: _____
(Requester's name/agency)

STUDENT: _____

BASIS FOR REQUEST:

- _____ Juvenile delinquency investigation/prosecution
- _____ Child protection assessment/investigation
- _____ Investigation/filing of CHIPS or delinquency petition

REASON FOR REQUEST: (Requester must describe why information regarding existence of the data marked below is necessary to effectively serve the student)

RESPONSE TO REQUEST:

The school must indicate whether it has data on the student that document any activity or behavior marked by the requester.

INFORMATION REQUESTED: *(mark all that apply)* **RESPONSE PROVIDED:** *(yes / no)*

Indicate whether you have data that document the student's:

_____	Use of a controlled substance, alcohol, or tobacco	_____
_____	Assaultive or threatening conduct as defined in Minn. Stat. § 13.32, Subd. 8	_____

_____	Possession or use of weapons or look-alike weapons	_____
_____	Theft	_____
_____	Vandalism and damage to property	_____

CERTIFICATION: The undersigned certifies that he or she is a member of the juvenile justice system. The requested data are needed by the juvenile justice system so it may effectively serve, prior to adjudication, the student whose records are released. The undersigned will not disclose the information received to any other party, except as provided under state law, without prior written consent as required by Code of Federal Regulations, title 34, section 99.38(b). The undersigned further certifies that he or she understands that, by signing this request, he or she is subject to the penalties in Minn. Stat. § 13.09.

Signature/Title

Adopted: 10/15/1996
Revised: 12/05,10/15,2/18
Revised: 8/26/2019
Revised: 1-25-2021, 9/27/2021, 8/22/22

PAS Policy 521
Orig. 1995
Revised 2022

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

The purpose of this policy is to protect disabled students from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. Disabled students who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
- B The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.
- C. For this policy, a learner who is protected under Section 504 is one who:
 - 1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or
 - 2. has a record of such an impairment; or
 - 3. is regarded as having such an impairment.
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

III. COORDINATOR

Persons who have questions or comments should contact **Kaysee Slaba**, MS/HS Social Worker, 1401 7th ST SW, Pipestone, MN 56164, 507-562-6111. This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

IV. GRIEVANCE PROCEDURE FOR COMPLAINTS OF DISCRIMINATION

The following grievance procedure applies to claims of sex, disability, and racial discrimination:

- A. Any person who believes he or she has been the victim of unlawful discrimination or any person with knowledge or belief of conduct that may constitute unlawful discrimination shall report the alleged acts immediately to an appropriate school district official designated by this policy. The complaint must be filed within 90 calendar days of the alleged violation.
- B. The Human Rights Officer is responsible for receiving oral or written complaints of unlawful discrimination toward an employee or student. However, nothing in this policy shall prevent any person from reporting unlawful discrimination toward an employee or student directly with the Human Rights Officer, the school board or other school district official.
- C. The school board hereby designates Kevin Enerson, 1401 7th St SW, Pipestone, MN 56164, 507-562-6068, kevin.enerson@pas.k12.mn.us, as the school district Human Rights Officer(s) to receive reports, complaints or grievance of unlawful discrimination. If the complaint involves a human rights officer, the complaint shall be filed directly with Jeff Baatz, School Board Chair, Jeff.Baatz@pas.k12.mn.us
- D. The Human Rights Officer may request but not insist upon a written complaint. Alternative means of filing a complaint, such as through a personal interview or by tape recording, shall be made available upon request for qualified persons with a disability. If the complaint is oral, it shall be reduced to writing within 24 hours and forwarded to the superintendent. Failure to do so may result in disciplinary action. The school district encourages the reporting party to complete the complaint form for written complaints. It is available from the principal of each building or the school district office.
- E. The school district shall respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses, consistent with the school district's legal obligations to investigate, take appropriate action, and comply with any discovery or disclosure obligations.

INVESTIGATION

- A. The Human Rights Officer, upon receipt of a complaint alleging unlawful discrimination shall promptly undertake an investigation if deemed appropriate. The investigation may be conducted by the Title IX coordinator for complaints of sex discrimination or the Section 504 Coordinator for complaints of disability discrimination, or a school district official or neutral third party designated by the Title IX coordinator, Section 504 coordinator or Human Rights Officer. The investigation shall be completed within 30 days of the complaint, unless impracticable.

- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of other methods deemed pertinent by the investigator.
- C. In determining whether the alleged conduct constitutes a violation of this policy, the school district shall consider the facts and the surrounding circumstances such as the nature of the behavior, past incidents or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incident occurred.
- D. The school district may take immediate steps to protect the parties involved in the complaint process, pending completion of an investigation of alleged unlawful discrimination.
- E. Upon completion of the investigation, the school district investigator shall make a written report to the Human Rights Officer. If the complaint involves the Human Rights Officer, the report may be filed directly with the superintendent or school board. The report shall include the facts, a determination of whether the allegations have been substantiated, whether a violation of this policy has occurred as well as a description of any proposed resolution which may include alternative dispute resolution.
- F. The district shall comply with federal and state law pertaining to retention of records.

APPEAL

If the grievance has not been resolved to the satisfaction of the complainant, s/he may appeal to the Human Rights Officer within ten (10) school days of receipt of the findings of the school district investigation. The school district investigator shall conduct a review of the appeal and within ten (10) school days of receipt of the appeal, shall affirm, reverse, or modify the findings of the report. The decision of the school district investigator is final but does not preclude pursuit of alternative complaint procedures noted in the section entitled "Right to Alternative Compliant Procedures."

SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of the findings, the school district shall take appropriate action. If it is determined that a violation has occurred, such action may include, but is not limited to, warning, suspension, expulsion, transfer, remediation or termination.

School district action taken for violation of this policy shall be consistent with the requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

- B. The result of the school district's investigation of each complaint filed under these procedures shall be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

RETALIATION

The school district shall take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination toward an employee or student or any person who testifies, assists or participates in an investigation or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation or harassment.

CONFLICT OF INTEREST

If there is a conflict of interest with respect to any party affected by this policy, appropriate action shall be taken such as, but not limited to, appointing or contracting with a neutral third party investigator to conduct the investigation or recusal from the process by the person for whom a conflict or potential conflict of interest exists.

DISSEMINATION OF POLICY

The school district shall adopt and publish these procedures.

TITLE IX COORDINATOR

Rick Zollner
1401 7th St. SW
Pipestone, MN 56164
507-562-6099
rick.zollner@pas.k12.mn.us

SECTION 504 COORDINATOR

Kaysee Slaba
1401 7th St. SW
Pipestone, MN 56164
507-562-6111
kaysee.slaba@pas.k12.mn.us

RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse, which may include filing charges with the agencies listed below or initiating action in state or federal court.

Claims of discrimination may also be pursued through the following agencies where appropriate:

A student, parent, or employee can file a complaint with OCT at any time at:

Office for Civil Rights, Region V
U.S. Department of Education
Citigroup Center
500 W. Madison Street – Suite 1475
Chicago, IL 60661-4544
Tel: 312-730-1560
Facsimile: 312-730-1576
TDD: 800-877-8339

Students, parents, and employees may file a complaint of discrimination with:

MN Department of Human Rights
Freeman Building, 625 Robert Street North
St. Paul, MN 55155
800-657-3704
651-539-1100
TDD 651-296-1283

For complaints of employment discrimination:

Equal Employment Opportunity Commission
330 S. 2nd Avenue, Suite 720
Minneapolis, MN 55401
800-669-4000
TDD 800-669-6820

Legal References: ~~Pub. L. 110-325, 122 Stat. 3553 (ADA Amendments Act of 2008, § 7)~~
42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

INDEPENDENT SCHOOL DISTRICT NO. 2689

STUDENT DISABILITY DISCRIMINATION GRIEVANCE REPORT FORM

General Statement of Policy Prohibiting Disability Discrimination

Independent School District No. 2689 maintains a firm policy prohibiting all forms of discrimination on the basis of a disability. All persons are to be treated with respect and dignity. Discrimination on the basis of a disability will not be tolerated under any circumstances.

Complainant: _____

Home Address: _____

Work Address: _____

Home Phone: _____ Work Phone: _____

I have been discriminated against based on (choose one or more):

[my disability] / [a record of my disability] / [being regarded as having a disability]

because _____

Date of alleged incident(s): _____

Name of person you believe discriminated against you or another person: _____

If the alleged discrimination was toward another person, identify that person: _____

Describe the incident(s) as clearly as possible, including such things as: any verbal statements; what, if any, physical contact was involved; etc. (attach additional pages if necessary): _____

Location of the incident(s): _____

List any witnesses that were present: _____

This complaint is filed based on my honest belief that _____ has discriminated against me or another person based on a disability. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

(Complainant Signature) (Date)

Received by: _____
(Date)

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

**Rick Zollner, Activities Director, 1401 7th St SW, Pipestone, MN 56164
507-562-6076, rick.zollner@pas.k12.mn.us**

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

- E. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse, which may include filing charges with the agencies listed below or initiating action in state or federal court.

Claims of discrimination may also be pursued through the following agencies where appropriate:

A student, parent, or employee can file a complaint with OCT at any time at:

Office for Civil Rights, Region V
U.S. Department of Education
Citigroup Center
500 W. Madison Street – Suite 1475
Chicago, IL 60661-4544
Tel: 312-730-1560
Facsimile: 312-730-1576
TDD: 800-877-8339

Students, parents, and employees may file a complaint of discrimination with:

MN Department of Human Rights
Freeman Building, 625 Robert Street North
St. Paul, MN 55155
800-657-3704
651-539-1100
TDD 651-296-1283

For complaints of employment discrimination:

Equal Employment Opportunity Commission
330 S. 2nd Avenue, Suite 720
Minneapolis, MN 55401
800-669-4000
TDD 800-669-6820

II. DEFINITIONS

- A. “Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the school district’s Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. “Complainant” means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to

be the victim of the conduct described in the formal complaint.

- C. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- D. “Deliberately indifferent” means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. “Education program or activity” means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- F. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
 - 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
 - 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- G. “Informal resolution” means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- H. “Relevant questions” and “relevant evidence” are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.
- I. “Remedies” means actions designed to restore or preserve the complainant’s equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.

- J. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. “Sexual harassment” means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
 3. Any instance of sexual assault (as defined in the Clery Act, 20 **United States Code** section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 **United States Code** section 12291).
- L. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under **Minnesota Statutes section Minn. Stat. § 121A.41**, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- M. “Title IX Personnel” means any person who addresses, works on, or assists with the school district’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
1. “Title IX Coordinator” means an employee of the school district that coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.
 2. “Investigator” means a person who investigates a formal complaint. The

investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.

3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a

specific complainant or respondent.

2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.
- C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 ~~United States Code section U.S.C. § 1232g~~, ~~or~~ FERPA regulations, ~~34 Code of Federal Regulations part 99. and State law under Minn. Stat. § Minnesota Statutes section 13.32~~ ~~34 C.F.R. Part 99~~, or as required by law, or to carry out the purposes of ~~34 C.F.R. Code of Federal Requirements~~ part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

- E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

- F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received

by the School District.

4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.

- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.
- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
 - 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
 - 2. A statement that the respondent is presumed not responsible for the alleged

conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a. The school district undertakes an individualized safety and risk analysis;
 - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
 - c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable

requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
 - 1. Would not meet the definition of sexual harassment, even if proven;
 - 2. Did not occur in the school district's education program or activity; or
 - 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
 - 1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;

2. The respondent is no longer enrolled or employed by the school district; or
 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
 - D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

IX. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
 - 1. Identification of the allegations potentially constituting sexual harassment;
 - 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - 3. Findings of fact supporting the determination;
 - 4. Conclusions regarding the application of the school district's code of conduct to the facts;
 - 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and
 - 6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.

- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
 - 1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 - 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 - 3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including

charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
 - 1. The Title IX definition of sexual harassment;
 - 2. The scope of the school district's education program or activity;
 - 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
 - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
 - 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
 - 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
 - 1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
 - 2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
 - 3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
 - 4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
 - 1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
 - 2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
 - 3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not

clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.

4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.

B. The school district must also maintain for a period of seven calendar years records of:

1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. All materials used to train Title IX Personnel.

Legal References:

Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. §§ 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments ~~of 1972~~)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C. § 1400, *et seq.* (Individuals with Disabilities Education ~~Improvement~~ Act ~~of 2004~~)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act ~~of 1973~~)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act ~~of 1990, as amended~~)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

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524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM IS A PRIVILEGE

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

V. UNACCEPTABLE USES

- A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:
1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
 2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
 3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
 4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
 5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
 6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but

not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

[Note: School districts should consider the impact of this paragraph on present practices and procedures, including, but not limited to, practices pertaining to employee communications, school or classroom websites, and student/employee use of social networking websites. Depending upon school district policies and practices, school districts may wish to add one or more of the following clarifying paragraphs.]

- a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
- b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
 - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

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

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to,

social networks such as “Facebook,” “Twitter,” “Instagram,” “Snapchat,” “TikTok,” “Reddit,” and similar websites or applications.

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

Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

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

VI. FILTER

[Note: Pursuant to state law, school districts are required to restrict access to inappropriate materials on school computers with Internet access. School districts seeking technology revenue pursuant to Minnesota Statutes section 125B.26 or certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. Those districts are required to comply with additional standards in restricting possible access to inappropriate materials. Therefore, school districts should select one of the following alternative sections depending upon whether the school district is seeking such funding and the type of funding sought.]

ALTERNATIVE NO. 1

~~*[Note: For a school district that does not seek either state or federal funding in connection with its computer system, the following language should be adopted. It reflects a mandatory requirement under Minnesota Statutes section 125B.15.]*~~

~~All computers equipped with Internet access and available for student use at each school site will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.~~

~~*[Note: The purchase of filtering technology is not required by state law if the school site would incur more than incidental expense in making the purchase. In the absence of filtering technology, school sites still are required to use "other effective methods" to restrict student access to such materials.]*~~

ALTERNATIVE NO. 2

~~*[Note: Technology revenue is available to school districts that meet the additional condition of also restricting adult access to inappropriate materials. School districts that seek such state*~~

~~technology revenue may adopt or retain the following language. However, the school district is not required to do so.]~~

- ~~A. All school district computers with Internet access and available for student use will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law.~~
- ~~B. All school district computers with Internet access, not just those accessible and available to students, will be equipped to restrict, by use of available software filtering technology or other effective methods, adult access to materials that are reasonably believed to be obscene or child pornography under state or federal law.~~
- ~~C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.~~

ALTERNATIVE NO. 3

[Note: School districts that receive certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. This law requires school districts to adopt an Internet safety policy that contains the provisions set forth below. Also, the Act requires such school districts to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation. School districts that do not seek such federal financial assistance need not adopt the alternative language set forth below nor meet the requirements with respect to a public meeting to review the policy. The following alternative language for school districts that seek such federal financial assistance satisfies both state and federal law requirements.]

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Child pornography; or
 - 3. Harmful to minors.
- B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
 - D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
 - E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in

files maintained on the school district system may be subject to review, disclosure, or discovery under Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act).

- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

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

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.

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

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide

parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.
2. A description of parent/guardian responsibilities.
3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
- ~~4. —A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.~~
4. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

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

complete copy of any contract with a technology provider.

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

XIV. SCHOOL-ISSUED DEVICES

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

4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;
5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or
6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

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

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

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

XVI. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.
- D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)

Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)

Minn. Stat. § 125B.15 (Internet Access for Students)

Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)

15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)

17 U.S.C. § 101 *et seq.* (Copyrights)

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))

47 C.F.R. § 54.520 (FCC rules implementing CIPA)

Mahanoy Area Sch. Dist. v. B.L., 594 U.S. ___, 141 S. Ct. 2038 (2021)

Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)

United States v. Amer. Library Assoc., 539 U.S. 1942003)

Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)

R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)

Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff’d* on other grounds 816 N.W.2d 509 (Minn. 2012)

S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)

Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)

M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Adopted: _____

MSBA/MASA Model Policy 525

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525 VIOLENCE PREVENTION [APPLICABLE TO STUDENTS AND STAFF]

I. PURPOSE

The purpose of this policy is to recognize that violence has increased and to identify measures that the school district will take in an attempt to maintain a learning and working environment that is free from violent and disruptive behavior.

The school board is committed to promoting healthy human relationships and learning environments that are physically and psychologically safe for all members of the school community. It further believes that students are the first priority and they should be protected from physical or emotional harm during school activities and on school grounds, buses, or field trips while under school district supervision.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to strictly enforce its weapons policy (Policy 501).
- B. The policy of the school district is to act promptly in investigating all acts, or formal or informal complaints, of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.
- C. The administration will periodically review discipline policies and procedures, prepare revisions if necessary, and submit them to the school board for review and adoption.
- D. The school district will implement approved violence prevention strategies to promote safe and secure learning environments, to diminish violence in our schools, and to aid in the protection of children whose health or welfare may be jeopardized through acts of violence.

III. IMPLEMENTATION OF POLICY

- A. The school board will review and approve policies to prevent and address violence in our schools. The superintendent or designee will develop procedures to effectively implement the school weapons and violence prevention policies. It shall be incumbent on all students and staff to observe all policies and report violations to the school administration.
- B. The school board and administration will inform staff and students annually of

policies and procedures related to violence prevention and weapons.

- C. The school district will act promptly to investigate all acts and formal and informal complaints of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.
- D. The consequences set forth in the school weapons policy (Policy 501) will be imposed upon any student or nonstudent who possesses, uses or distributes a weapon when in a school location.
- E. The consequences set forth in the school hazing policy (Policy 526) will be imposed upon any student or staff member who commits an act against a student or staff member; or coerces a student or staff member into committing an act, that creates a substantial risk of harm to a person in order for the student or staff member to be initiated into or affiliated with an organization, or for any other purpose.
- F. Students who engage in assault or violent behavior will be removed from the classroom immediately and for a period of time deemed appropriate by the principal, in consultation with the teacher, pursuant to the student discipline policy (Policy 506).
- G. Students with disabilities may be expelled for behavior unrelated to their disabilities, subject to the procedural safeguards required by the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, and the Pupil Fair Dismissal Act.
- H. Procedures will be developed for the referral of any person in violation of this policy or the weapons policy to the local law enforcement agency in accordance with [Minnesota Statutes section Minn. Stat. § 121A.05](#).
- I. Students who wear objectionable emblems, signs, words, objects, or pictures on clothing communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership or that approves, advances, or provokes any form of religious, racial, or sexual harassment or violence against other individuals as defined in the harassment and violence policy (Policy 413) will be subject to the procedures set forth in the student dress and appearance policy (Policy 504). "Gang" as used in this policy means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. A "pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

- J. This policy is not intended to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, denote gang affiliation, advocate harassment or violence against others, are likely to disrupt the education process, or cause others to react in a violent or illegal manner (Policy 504).

IV. PREVENTION STRATEGIES

The school district has adopted and will implement the following prevention strategies to promote safe and secure learning environments, to diminish violence in our schools, and to aid in the protection of children whose health or welfare may be jeopardized through acts of violence.

[Note: The school board can adopt any of the prevention strategies that it intends to implement in its schools, including some or all of the following sample strategies.]

- A. Adopt a district crisis management policy to address potential violent crisis situations in the district.
- B. Provide training in recognition, prevention, and safe responses to violence and development of a positive school climate.
- C. Coordinate a local school security review committee or task force comprised of school officials, law enforcement, parents, students, and other youth service providers to advise on policy implementation.
- D. In-service training for personnel in aspects of reporting, visibility, and supervision as deterrents to violence.
- E. In-service training for personnel and school board members by experts familiar with sexual abuse, domestic violence, and personal safety issues on the following: helping students identify violence in the family and the community so that students may learn to resolve conflicts in effective, nonviolent ways; responding to a disclosure of child sexual abuse in a supportive, appropriate manner; and/or complying with mandatory reporting requirements under the Maltreatment of Minors Reporting Act.
- F. Promote student safety responsibility by encouraging the reporting of suspicious individuals and unusual activities on school grounds.
- G. Establish a curriculum committee that explores ways of teaching –students violence prevention strategies, law-related education, and character/values education (universal values, e.g., honesty, personal responsibility, self-discipline, cooperation, and respect for others).
- H. Establish clear school rules that prevent and deter violence.

- I. Develop cross-cultural awareness programs to unify students of all cultures and backgrounds, to develop mutual respect and understanding of shared experiences and values among students, and to promote the message of inclusion.
- J. Establish conflict resolution training, conflict management, or peer mediation programs for staff and students to teach conservative approaches to settling disputes.
- K. Develop curriculum that teaches social skills such as maintaining self-control, building communications skills, forming friendships, resisting peer pressure, being appropriately assertive, forming positive relationships with adults, and resolving conflict in nonviolent ways.
- L. Develop curriculum that teaches critical viewing and listening skills in analyzing mass media to recognize stereotypes, distinguish fact from fantasy, and identify differences in behavior and values that conflict with their own.
- M. Develop student safety forums that both inform and elicit students' ideas about particular safety problems in the building.
- N. Develop a student photo or name identification system for quick identification of the student in case of emergency.
- O. Develop a staff photo or name identification system using identification badges for quick identification of unauthorized people on campus.
- P. Require all visitors to check-in the main office upon their arrival and state their business at the school. A visitor badge may be issued for easy identification that the visitor is authorized to be present in the school building.
- Q. Develop curriculum on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- R. Develop curriculum on child sexual abuse prevention for students, including age-appropriate instruction on recognizing sexual abuse and assault, boundary violations, and ways offenders groom or desensitize victims, as well as strategies to promote disclosure, reduce self-blame, and mobilize bystanders. The curriculum may be created in consultation with federal, state, and local agencies and community-based organizations, including the Child Information Gateway website maintained by the United States Department of Health and Human Services, to identify research-based tools, curricula, and programs to prevent child sexual abuse.
- S. Provide training to all school personnel on recognizing and preventing sexual abuse and sexual violence which may include training on mandatory reporting

requirements provided on the Department of Education's website and reviewing the Code of Ethics for Minnesota Teachers.

V. STUDENT SUPPORT

- A. Students will have access to school-based student service professionals, when available, including counselors, nurses, social workers, and psychologists who are knowledgeable in methods to assist students with violence prevention and intervention.
- B. Students will be apprised of school board policies designed to protect their personal safety.
- C. Students will be provided with information as to school district and building rules regarding weapons and violence.
- D. Students will be informed of resources for violence prevention and proper reporting.

VI. PERSONNEL

- A. School district personnel shall comply with the school weapons policy (Policy 501) and the school hazing policy (Policy 526).
- B. School district personnel shall be knowledgeable of violence prevention policies and report any violation to school administration immediately. School district personnel will be informed annually as to school district and building rules regarding weapons and violence prevention.
- C. School district personnel or agents of the school district shall not engage in emotionally abusive acts including malicious shouting, ridicule, and/or threats or other forms of corporal punishment (Policy 507).

Legal References: Minn. Stat. § 13.43, Subd. 16 (~~School District or Charter School Disclosure of Violence or Inappropriate Sexual Contact~~ Personnel Data)
Minn. Stat. § 120B.22 (Violence Prevention Education)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.05 (Policy to Refer Firearms Possessor)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.64 (Notification)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § 181.967, Subd. 5 (School District Disclosure of Violence or Inappropriate Sexual Contact)

18 U.S.C. § 921 (Definition of Firearm)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)
McIntire v. Bethel School, 804 F.Supp. 1415, 78 Educ. L.Rep. 828 (W.D. Okla. 1992)
Olesen v. Board of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820, 44 Educ. L.Rep. 205 (N.D. Ill. 1987)

Cross References:

MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 504 (Student Dress and Appearance)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)

527 STUDENT USE AND PARKING OF MOTOR VEHICLES; PATROLS, INSPECTIONS, AND SEARCHES

I. PURPOSE

The purpose of this policy is to provide guidelines for use and parking of motor vehicles by students in school district locations, to maintain order and discipline in the schools, and to protect the health, safety, and welfare of students and school personnel.

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to allow the limited use and parking of motor vehicles by students in school district locations. The position of the school district is that a fair and equitable district-wide student motor vehicle policy will contribute to the quality of the student's educational experience, will maintain order and discipline in the schools, and will protect the health, safety, and welfare of students and school personnel. This policy applies to all students in the school district.

III. DEFINITIONS

- A. "Contraband" means any unauthorized item possession of which is prohibited by school district policy and/or law. It includes, but is not limited to, weapons and "look-alikes," alcoholic beverages, controlled substances and "look-alikes," overdue books and other materials belonging to the school district, and stolen property.
- B. "Reasonable suspicion" means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official's personal observation, a report from a student, parent, or staff member, a student's suspicious behavior, a student's age and past history or record of conduct both in and out of the school context, or other reliable sources of information.
- C. "Reasonable scope" means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g., to prevent violence, serious and immediate risk of harm, or destruction of evidence), and the age of the student.
- D. "School district location" means property that is owned, rented, leased, or

borrowed by the school district for school purposes, as well as property immediately adjacent to such property that may be used for parking or gaining access to such property. A school district location also shall include off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district.

IV. STUDENT USE OF MOTOR VEHICLES IN SCHOOL DISTRICT LOCATIONS

Students generally are not permitted to use motor vehicles during the school day in any school district location. Students may use motor vehicles on the high school campus[es] during the school day only if there is an emergency and permission has been granted to the student by the high school principal to use a motor vehicle. Students are permitted to use motor vehicles in school district locations outside of the school day only on the high school campus[es].

V. STUDENT PARKING OF MOTOR VEHICLES IN SCHOOL DISTRICT LOCATIONS

- A. Students are permitted to park in a school district location as a matter of privilege, not of right. Students driving a motor vehicle to a high school campus may park the motor vehicle in the parking lot designated for student parking only. Students will not park vehicles in driveways, on private property, or in parking lots designated for use only by staff.
- B. When there are unauthorized vehicles parked on school district property, school officials may:
 - 1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or
 - 2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school district property.

VI. PATROLS, INSPECTIONS, AND SEARCHES

School officials may conduct routine patrols of school district locations and routine inspections of the exteriors of the motor vehicles of students. In addition, the interiors of motor vehicles of students in school district locations may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule.

- A. Patrols and Inspections

School officials may conduct routine patrols of student parking lots and other school district locations and routine inspections of the exteriors of the motor vehicles of students. Such patrols and inspections may be conducted without notice, without student consent, and without a search warrant.

B. Search of Interior of Student Motor Vehicle

The interiors of motor vehicles of students in school district locations, including glove or trunk compartments, may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. The search will be reasonable in its scope and intrusiveness. Such searches may be conducted without notice, without consent, and without a search warrant. A student will be subject to withdrawal of parking privileges and to discipline if the student refuses to open a locked motor vehicle under the student's control or its compartments upon the request of a school official.

C. Prohibition of Contraband and Interference with Patrols, Inspections, Searches, and/or Seizures

A violation of this policy occurs when students store or carry contraband in motor vehicles in a school district location or interfere with patrols, inspections, searches, and/or seizures as provided by this policy.

D. Seizure of Contraband

If a search yields contraband, school officials will seize the item and may turn it over to legal officials for ultimate disposition when appropriate.

E. Dissemination of Policy

A copy of this policy will be printed in the student handbook or disseminated in any other way which school officials deem appropriate.

VII. DIRECTIVES AND GUIDELINES

The superintendent is granted authority to develop and present for school board review and approval reasonable directives and guidelines which address specific needs of the school district related to student use and parking of motor vehicles in school district locations, such as a permit system and parking regulations. Approved directives and guidelines shall be attached as an addendum to this policy.

VIII. VIOLATIONS

A student found to have violated this policy and/or the directives and guidelines implementing it shall be subject to withdrawal of parking privileges and/or to discipline in accordance with the school district's Student Discipline Policy, which may include suspension, exclusion, or expulsion. In addition, the student may be referred to legal officials when appropriate.

Legal References: U. S. Const., amend. IV
Minn. Const., art. I, §10
Minn. Stat. § 123B.02, Subds. 1 and 5 (General Powers of Independent
School Districts)
Minn. Stat. § 123B.38 (Hearing)
New Jersey v. T.L.O., 469 U.S. 325 (1985)

STUDENT PARKING PERMIT REQUEST

I, the undersigned student of this school district, do hereby request permission to park a motor vehicle in a designated student parking area. I understand that this is a privilege and that the interior of the motor vehicle, including, but not limited to, glove and trunk compartments, is subject to search upon reasonable suspicion by school officials without my consent, without a search warrant, and with no notice to me. I understand that if I refuse a request by a school official to open a locked motor vehicle under my control or its compartments, my parking privileges may be withdrawn and I may be subject to discipline. Finally, I acknowledge receipt of the school district's motor vehicle policy.

Student Signature:_____ Date:_____ Grade:_____

Parent Signature:_____ Date:_____

Adopted: _____

MSBA/MASA Model Policy 528

Orig. 1999

Revised: _____

Rev. 202203

528 STUDENT PARENTAL, FAMILY, AND MARITAL STATUS NONDISCRIMINATION

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

Students are protected from discrimination on the basis of sex and marital status pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. This includes discrimination on the basis of pregnancy. The purpose of this school district policy is to provide equal educational opportunity for all students and to prohibit discrimination on the grounds of sex, parental, family, or marital status.

II. GENERAL STATEMENT OF POLICY

- A. The school district provides equal educational opportunity for all students, and will not apply any rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex.
- B. The school district will not discriminate against any student, or exclude any student from its education program or activity, including any class or extracurricular activity, on the basis of such students' pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program or activity of the recipient.
- C. The school district may require such a student to obtain the certification of a physician that the student is physically and emotionally able to continue participation in the normal education program or activity so long as such a certification is required of all students for other physical or emotional conditions requiring the attention of a physician.
- D. The school district will ensure that any separate and voluntary instructional program is comparable to that offered to non-pregnant students.
- E. It is the responsibility of every school district employee to comply with this policy.
- F. The school board has designated _____ [Rick Zollner, Activities Director, 1401 7th St SW, Pipestone, MN 56164, 507-562-6084](#)~~[title, name, office address, and telephone number]~~ as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.
- G. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.
- H. Any reports of unlawful discrimination under this policy will be handled, investigated, and acted upon in the manner specified in Policy 522. [Title IX Nondiscrimination Policy, Grievance Procedure and Process](#) ~~— Student Sex Nondiscrimination.~~

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 522 ([Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process](#))~~Student Sex Nondiscrimination~~)

529 STAFF NOTIFICATION OF VIOLENT BEHAVIOR BY STUDENTS

[Note: School districts are not required to adopt a policy regarding staff notification of violent behavior by students. State law does, however, require school districts to provide classroom teachers with notice of the placement of students with a history of violent behavior in their classrooms. Thus, school districts may decide the manner in which they provide such notice. In 2003, the Minnesota Legislature required a committee, including a representative from the Minnesota School Boards Association (MSBA), to develop a model policy for schools to notify staff about violent behavior by students. That model policy is available on the Minnesota Department of Administration's website. MSBA has modified the committee-developed policy for consistency with its other model policies and to reflect management perspectives. MSBA recommends this policy.]

I. PURPOSE

In an effort to provide a safe school environment, the assigned classroom teacher and certain staff members should know whether a student to be placed in the classroom has a history of violent behavior. Additionally, decisions should be made regarding how to manage such a student.

The purpose of this policy is to address the circumstances in which data should be provided to classroom teachers and other school staff members about students with a history of violent behavior and to establish a procedure for notifying staff regarding the placement of students with a history of violent behavior.

II. GENERAL STATEMENT OF POLICY

- A. Any staff member or other employee of the school district who obtains or possesses information concerning a student in the building with a history of violent behavior shall immediately report said information to the principal of the building in which the student attends school.
- B. The administration will meet with the assigned classroom teacher and other appropriate staff members for the purpose of notifying and determining how staff will manage such student.
- C. Only staff members who have a legitimate educational interest in the information will receive notification.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them.

A. Administration

"Administration" means the superintendent, building principal, or other designee.

B. Classroom Teacher

"Classroom teacher" means the instructional personnel responsible for the course or room to which a student is assigned at any given time, including a substitute hired in place of the classroom teacher.

C. History of Violent Behavior

1. A student will be considered to have a history of violent behavior if incident(s) of violence, including any documented physical assault of a school district employee by the student, have occurred during the current or previous school year.
2. If a student has an incident of violence during the current or previous school year, that incident and all other past related or similar incidents of violence will be reported.

D. Incident(s) of Violence

"Incident(s) of violence" means willful conduct in which a student endangers or causes physical injury to the student, other students, a school district employee, or surrounding person(s) or endangers or causes significant damage to school district property, regardless of whether related to a disability or whether discipline was imposed.

E. Legitimate Educational Interest

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

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

F. School Staff Member

"School staff member" includes:

1. A person duly elected to the school board;
2. A person employed by the school board in an administrative, supervisory, instructional, or other professional position;
3. A person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and
4. A person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

[Note: School districts may wish to reference other school staff members such as paraprofessionals, bus drivers, occupational therapists, or police liaison officers in the definition of a "school staff member." However, the definition of a "school staff member" in this policy should be identical to the school district's definition of a "school official" in Policy 515, Protection and Privacy of Pupil Records.]

IV. PROCEDURE FOR STAFF NOTIFICATION OF STUDENTS WITH VIOLENT BEHAVIOR

A. Reports of Violent Behavior

Any staff member or other employee of the school district who becomes aware of any information regarding the violent behavior of an enrolling student or any student enrolled in the school district shall immediately report the information to the building principal where the student is enrolled or seeks to enroll.

B. Recipients of Notice

Each classroom teacher of a student with a history of violent behavior (see Section III.C., above) will receive written notification from the administration prior to placement of the student in the teacher's classroom. In addition, written notice will be given by the administration to other school staff members who have a legitimate educational interest, as defined in this policy, when a student with a history of violent behavior is placed in a teacher's classroom. The administration will provide notice to anyone substituting for the classroom teacher or school staff member, who has received notice under this policy, that the substitute will be overseeing a student with a history of violent behavior.

The administration may provide other school district employees or individuals outside of the school district with information regarding a student, including information regarding a student's history of violent behavior, in accordance with Policy 515, Protection and Privacy of Pupil Records.

C. Determination of Who Receives Notice

The determination of which classroom teachers and school staff members have a legitimate educational interest in information regarding a student with a history of violent behavior will be made by either: (1) the school district's Responsible Authority appointed by the school board under the Minnesota Government Data Practices Act or (2) the administration. In the event the administration makes this determination, the Responsible Authority will provide guidance to the administration as to what data will be shared.

D. Form of Written Notice

The notice given to classroom teachers and school staff members will be in writing and will include the following:

1. Name of the student;
2. Date of notice;
3. Notification that the student has been identified as a student with a history of violent behavior as defined in Section III. of this policy; and
4. Reminder of the private nature of the data provided.

E. Record of Notice

1. The administration will retain a copy of the notice or other documentation provided to classroom teachers and school staff members notified under this section.
2. Retention of the written notice or other documentation provided to classroom teachers and school staff members is governed by the approved Records Retention Schedule.

F. Meetings Regarding Students with a History of Violent Behavior

1. If the administration determines, in his or her discretion, that the classroom teacher and/or school staff members with a legitimate educational interest in such data reasonably require access to the details regarding a student's history of violent behavior for purposes of school safety and/or intervention services for the student, the administration also may convene a meeting to share and discuss such data.
2. The persons present at the meeting may have access to the data described in Section IV.D., above.

G. Law Enforcement Reports

Staff members will be provided with notice of disposition orders or law enforcement reports received by the school district in accordance with Policy 515, Protection and Privacy of Pupil Records. Where appropriate, information obtained from disposition orders or law enforcement reports also may be included in a Notification of Violent Behavior.

V. MAINTENANCE AND TRANSFER OF RECORDS

A report, notice, or documentation pertaining to a student with a history of violent behavior are educational records of a student and will be retained, maintained, and transferred to a school or school district in which a student seeks to enroll in accordance with Policy 515, Protection and Privacy of Pupil Records.

VI. PARENTAL NOTICE

- A. The administration will notify parents annually that the school district gives classroom teachers and other school staff members notice about students' history of violent behavior.
- B. Prior to providing the written notice of a student's violent behavior to classroom teachers and/or school staff members, the administration will inform the student's parent or guardian that such notice will be provided.
- C. Parents will be given notice that they have the right to review and challenge records or data, including the data documenting the history of violent behavior, in accordance with Policy 515, Protection and Privacy of Pupil Records.

VII. TRAINING NEEDS

Representatives of the school board and representatives of the teachers will discuss the needs of students and staff. The parties may discuss necessary training which may include training on conflict resolution and positive behavior interventions and may discuss necessary intervention services such as student behavioral assessments.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.22, Subd. 7 (Compulsory Instruction)~~School Attendance–
Education Records~~)
Minn. Stat. § 121A.45 (Grounds for Dismissal)
Minn. Stat. § 121A.64 (Notification; Teachers' Legitimate Educational Interest
of Students with Violent Behavior)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)Law Enforcement Notice to
Schools)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1-99.67 (Rules Implementing FERPA)
Minn. Laws 2003, 1st Sp., Ch. 9, Art. 2, § 53

Cross References: MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Adopted: _____

MSBA/MASA Model Policy 532

Orig. 2003

Revised: _____

Rev. 2022

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

[Note: School districts are required by statute to have a policy addressing these issues.]

[Note: Minnesota Laws 2009, Chapter 96, made a number of changes to the laws and rules governing the use of "conditional procedures" with respect to special education students. Specifically, Chapter 96 repealed, EFFECTIVE AUGUST 1, 2011, Minnesota Statutes sections 121A.66, 121A.67, Subd. 1, as well as Minnesota Rules 3525.0210, Subparts 5, 6, 9, 13, 17, 29, 30, 46, 47, and 3525.2900, Subp. 5. These laws and rules were replaced, effective August 1, 2011, with a restrictive procedures law which generally addresses the restraint of special education students. Also note that the restrictive procedures law contains a significant staff training component, found at Minnesota Statutes section 125A.0942, Subds. 1, 2, and 5. Staff who intend to use restrictive procedures must be trained in the areas specified in Subd. 5 to use these procedures.]

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

- A. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).
- B. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

- C. "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.
- D. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- E. The phrase "remove the student from school grounds" is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.
- F. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.
- G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

B. Removal By Police Liaison Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family

Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

[Note: If the school district uses a different reference name for its student records policy, insert that name in place of the reference to Protection and Privacy of Pupil Records, which is the title of MSBA/MASA Model Policy 515.]

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

In removing a student with an IEP from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by Minnesota Statutes section 121A.58;
2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
3. Totally or partially restricting a child's senses as punishment;
4. Denying or restricting a child's access to equipment and devices such as walkers, wheelchairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes Chapter 260E;
6. Physical holding (as defined in Minnesota Statutes section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;
7. Withholding regularly scheduled meals or water; and/or
8. Denying a child access to toilet facilities.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minnesota Statutes section 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67, ~~Subd. 2~~ (~~Removal by Police Officer~~) ~~Aversive and Deprivation Procedures~~
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education ~~Improvement~~ Act ~~of 2004 (IDEA)~~)
34 C.F.R. § 300.535 (~~Referral to and Action by Law Enforcement and Judicial Authorities~~) ~~IDEA Regulation Regarding Involvement of Law Enforcement~~

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

Adopted: _____

MSBA/MASA Model Policy 601

Orig. 1995

Revised: _____

Rev. 202220

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

[Note: ~~Minnesota Statutes section~~Minn. Stat. § 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of ~~Minn. Stat. §~~Minnesota Statutes section 120B.11.]

I. PURPOSE

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Academic Standards and federal law and are aligned with creating the world's best workforce.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish the "world's best workforce" in which all learning in the school district should be directed and for which all school district learners should be held accountable.

III. DEFINITIONS

- A. "Academic standard" means a summary description of student learning in a required content area or elective content area.
- B. "Benchmark" means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- C. "Curriculum" means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness.
- D. "Instruction" means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements.
- E. "Performance measures" are measures to determine school district and school site progress in striving to create the world's best workforce and must include at least the following:
 - 1. the size of the academic achievement gap and rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options, including concurrent enrollment, other rigorous courses of study or industry certification courses or programs, and enrichment experiences by student subgroup;
 - 2. student performance on the Minnesota Comprehensive Assessments;
 - 3. high school graduation rates; and
 - 4. career and college readiness under ~~Minn. Stat. §~~Minnesota Statutes section 120B.30, subdivisionSubd. 1.

- F. “World’s best workforce” means striving to: meet school readiness goals; have all third-grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.
- G. “Experiential learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.

IV. LONG-TERM STRATEGIC PLAN

- A. The school board, at a public meeting, shall adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with creating the world’s best workforce and includes the following:

- 1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all student categories identified in state and federal law;

[Note: MSBA/MASA Model Policy 601, Section IV.B. and MSBA/MASA Model Policy 616 address this requirement.]

- 2. a process to assess and evaluate each student’s progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and accelerate their instruction, adopt procedures for early admission to kindergarten or first grade of gifted and talented learners which are sensitive to under-represented groups, and identify the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students’ progress and growth toward career and college readiness and leading to the world’s best workforce;

[Note: MSBA/MASA Model Policy 618 addresses this requirement.]

- 3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes section Minn. Stat. § 123B.147, subdivision Subd. 3, students’ access to effective teachers who are members of populations under-represented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minnesota Statutes section Minn. Stat. § 120B.35, subdivision Subd. 3(b)(2), and teacher evaluations under Minnesota Statutes section Minn. Stat. § 122A.40, Subd. 8, or 122A.41, subdivision Subd. 5;

[Note: MSBA/MASA Model Policy 616 addresses this requirement.]

- 4. strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;

[Note: MSBA/MASA Model Policy 616 addresses this requirement.]

- 5. a process to examine the equitable distribution of teachers and strategies to ensure low-income and minority children are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;
- 6. education effectiveness practices that integrate high-quality instruction, rigorous curriculum, technology, and a collaborative professional culture that develops and supports teacher quality, performance, and effectiveness; and

7. an annual budget for continuing to implement the school district plan.
- B. School district site and school site goals shall include the following:
1. All students will be required to demonstrate essential skills to effectively participate in lifelong learning.* These skills include the following:

[*Note: The criteria for acceptable performance in basic skills areas may need to be modified for students with unique learning needs. These modifications will be reflected in the Individualized Education Program (IEP) or Rehabilitation Act Section 504 Accommodation plan.]
 - a. reading, writing, speaking, listening, and viewing in the English language;
 - b. mathematical and scientific concepts;
 - c. locating, organizing, communicating, and evaluating information and developing methods of inquiry (i.e., problem solving);
 - d. creative and critical thinking, decision making, and study skills;
 - e. work readiness skills;
 - f. global and cultural understanding.
 2. Each student will have the opportunity and will be expected to develop and apply essential knowledge that enables that student to:
 - a. live as a responsible, productive citizen and consumer within local, state, national, and global political, social, and economic systems;
 - b. bring many perspectives, including historical, to contemporary issues;
 - c. develop an appreciation and respect for democratic institutions;
 - d. communicate and relate effectively in languages and with cultures other than the student's own;
 - e. practice stewardship of the land, natural resources, and environment;
 - f. use a variety of tools and technology to gather and use information, enhance learning, solve problems, and increase human productivity.
 3. Students will have the opportunity to develop creativity and self-expression through visual and verbal images, music, literature, world languages, movement, and the performing arts.
 4. School practices and instruction will be directed toward developing within each student a positive self-image and a sense of personal responsibility for:
 - a. establishing and achieving personal and career goals;
 - b. adapting to change;

- c. leading a healthy and fulfilling life, both physically and mentally;
 - d. living a life that will contribute to the well-being of society;
 - e. becoming a self-directed learner;
 - f. exercising ethical behavior.
5. Students will be given the opportunity to acquire human relations skills necessary to:
- a. appreciate, understand, and accept human diversity and interdependence;
 - b. address human problems through team effort;
 - c. resolve conflicts with and among others;
 - d. function constructively within a family unit;
 - e. promote a multicultural, gender-fair, disability-sensitive society.

[Note: School district and site goals example courtesy of the Winona School District.]

- C. Every child is reading at or above grade level no later than the end of grade 3, including English learners, and teachers provide comprehensive, scientifically based reading instruction, including a program or collection of instructional practices that is based on valid, replicable evidence showing that, when the programs or practices are used, students can be expected to achieve, at a minimum, satisfactory reading progress. The program or collection of practices must include, at a minimum, effective, balanced instruction in all five areas of reading (phonemic awareness, phonics, fluency, vocabulary development, and reading comprehension), as well as instructional strategies for continuously assessing, evaluating, and communicating the student's reading progress and needs.
- 1. The school district must identify, before the end of kindergarten, grade 1, and grade 2, all students who are not reading at grade level. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.
 - 2. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.

[Note: According to Minnesota statutes, dyslexia screening is to be conducted in a locally determined manner.]

- 3. Reading assessments in English and in the predominant languages of district students, where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of English learners. The school district must use locally adopted, developmentally appropriate, and culturally responsive assessment and annually report summary assessment results to the Commissioner of Education by July 1.

4. The school district must annually report to the Commissioner of Education by July 1 a summary of the district's efforts to screen and identify students who demonstrate characteristics of dyslexia using screening tools such as those recommended by the Minnesota Department of Education's dyslexia specialist. With respect to students screened or identified under paragraph (1), the report must include:
 - (a) a summary of the district's efforts to screen for dyslexia;
 - (b) the number of students screened for that reporting year; and
 - (c) the number of students demonstrating characteristics of dyslexia for that year.
5. A student identified as having a reading difficulty must be provided with alternate instruction under Minnesota Statutes section~~Minn. Stat. §~~ 125A.56, subdivision~~Subd.~~ 1.
6. At least annually, the school district must give the parent of each student who is not reading at or above grade level timely information about:
 - a. the student's reading proficiency as measured by a locally adopted assessment;
 - b. reading-related services currently being provided to the student and the student's progress; and
 - c. strategies for parents to use at home in helping their students succeed in becoming grade-level proficient in reading English and their native languages.

This provision may not be used to deny a student's right to a special education evaluation.

7. For each student who is not reading at or above grade level, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year. If a student does not read at or above grade level by the end of grade 3, the school district must continue to provide reading intervention until the student reads at grade level. Intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs. Intervention methods may include, but are not limited to, requiring attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended day programs, or programs that strengthen students' cultural connections.

[Note: School districts are strongly encouraged, but not required, to provide personal learning plans, as provided in Paragraph- 8.]

8. The school district will provide a personal learning plan for a student who is unable to demonstrate grade-level proficiency, as measured by the statewide reading assessment in grade 3. The school district will determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school district will develop the personal learning plan in consultation with the student's parent or guardian. The personal learning plan will address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the

school day, periodic assessments, and reasonable timelines. The personal learning plan may include grade retention if it is in the student's best interest. The student's school will maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an Individualized Education Program.

Legal References:

Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.12 (Reading Proficiently no Later than the End of Grade 3)
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required before Assessment Referral)
20 U.S.C. § 5801, *et seq.* (National Education Goals ~~2000~~)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

Adopted: _____

MSBA/MASA Model Policy 602

Orig. 1995

Revised: _____

Rev. 2022~~17~~

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

- A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.

[Note: The annual school calendar must include at least 425 hours of instruction for a kindergarten student without a disability, 935 hours of instruction for a student in grades 1 through 6, and 1,020 hours of instruction for a student in grades 7 through 12, not including summer school. The school calendar for all-day kindergarten must include at least 850 hours of instruction for the school year. If a voluntary prekindergarten program is offered by the school district, a prekindergarten student must receive at least 350 hours of instruction for the school year. A school board's annual calendar must include at least 165 days of instruction for a student in grades 1 through 11 unless a four-day week schedule has been approved by the Minnesota Commissioner of Education under Minn. Stat. § Minnesota Statutes section 124D.126. A school board's annual school calendar may include plans for up to five days of instruction provided through online instruction due to inclement weather. The inclement weather plans must be developed according to Section V., below.]

[Note: To the extent the school board offers K-12 teachers the opportunity for more staff development training under Minnesota Statutes section Minn. Stat. § 122A.40, subdivisions Subds. 7 and 7a, or Minnesota Statutes section Minn. Stat. § 122A.41, subdivisions Subds. 4 and 4a, the school district shall adopt as its school calendar a total of 240 days of student instruction and staff development, of which the total number of staff development days equals the difference between the total number of days of student instruction and 240 days. The school board may schedule additional staff development days throughout the calendar year.]

- B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to

teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of \$400,000 or more affecting a school district school facility.
 2. The school district may begin the school year on any day before Labor Day if the school district has agreement under [Minnesota Statutes section Minn. Stat. § 123A.30](#), ~~§~~ 123A.32, or ~~§~~ 123A.35 with a school district that qualifies under Section III.B.1.
 3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.
- C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer process.

[Note: The provisions of the prior law requiring the school board to adopt the calendar for the next school year by April 1 have been repealed. The school board should still attempt to establish the calendar as early as possible so proper planning can take place by all members of the school community.]

IV. SCHOOL DAY RESPONSIBILITY

- A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.
- B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.
- C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

- A. An "e-learning day" is a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather.
- B. A school district may designate up to five e-learning days in one school year.
- C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.
- D. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.
- E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.

- F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.
- G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

Legal References: Minn. Stat. § 120A.40 (School Calendar)
Minn. Stat. § 120A.41 (Length of School Year; ~~Days-Hours~~ of Instruction)
Minn. Stat. § 120A.414 (E-Learning Days)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120A.42 (~~Conduct of School on Certain~~ Holidays)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.32 (Interdistrict Cooperation)
Minn. Stat. § 123A.35 (Cooperation and Combination)
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Adopted: _____

MSBA/MASA Model Policy 616

Orig. 1997

Revised: _____

Rev. 202219

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

[Note: ~~Minn. Stat. §~~ Minnesota Statutes section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of ~~Minn. Stat. §~~Minnesota Statutes section 120B.11.]

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process ~~which that~~ promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota K-12 Academic Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal law ~~will requires a new level of~~ accountability for the school district. The school district ~~will established~~ a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also ~~will established~~ a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

- A. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.
- B. "Graduation Standards" means the credit requirements and locally adopted content standards or Minnesota K-12 Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.
- C. "World's best workforce" means striving to: meet school readiness goals; have all third grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

- 1. The school board has established school district-wide goals ~~which that~~ provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic

Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district's Advisory Committee.

2. The Advisory Committee ~~is will be~~ established by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.
3. The school district-wide improvement goals should address recommendations identified through the Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

- B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under ~~Minn. Stat. §Minnesota Statutes section~~ 123B.147, ~~Subd. 3~~, and teacher evaluations under ~~Minn. Stat. §Minnesota Statutes section~~ 122A.40, ~~Subd. 8~~, or 122A.41, ~~Subd. 5~~.

[Insert Local Cycle in this space]

- C. Implementation of Graduation Requirements

1. The Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.
2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.
3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. Comprehensive Continuous Improvement of Student Achievement

1. By [date] December 1 of each year, the Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.
2. The Advisory Committee, working in cooperation with other committees of the school district [*such as the Technology, Educational Effectiveness, Grade Level, Site Instruction, Curriculum and Assessment Committees, etc.*], will provide active community participation in:
 - a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic Standards;
 - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
 - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,
 - d. Advising the school board about development of the annual budget.
3. The Advisory Committee shall meet the following criteria:
 - a. The Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
 - b. The Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
 - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
 - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.
4. The Advisory Committee shall, when possible, be comprised of at least two-thirds community representatives and shall reflect the diversity of the community. To the extent possible, the Advisory Committee shall reflect the diversity of the school district and its school sites and include teachers, parents, support staff, students, and other community residents. Included in its membership should be:
 - a. The Director of Curriculum (or similar educational leader)

- b. Principal
- c. School Board Member
- d. Student Representative
- e. One teacher from each building or instructional level
- f. Two parents from each building or instructional level
- g. Two residents without school-aged children, non-representative of local business or industry
- h. Two residents representative of local business or industry
- i. District Assessment Coordinator (if different from "a." above)

[Note: This Advisory Committee composition is a model only.]

- 5. Translation services should be provided to the extent appropriate and practicable.

- 6. ~~The Advisory Committee shall meet the following timeline each year:~~

~~Month: Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.~~

~~Month(s): Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.~~

~~Month(s): Review evaluation results and prepare recommendations.~~

~~Month: Present recommendations to the school board for its input and approval.~~

- E. Evaluation of Student Progress Committee. A committee of professional staff shall develop a plan for assessment of student progress toward Literacy by Grade 3, the Graduation Standards, as well as program evaluation data for use by the Advisory Committee to review instruction and curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. This plan shall annually be approved by the school board.

- F. Reporting

- 1. Consistent with ~~Minn. Stat. §~~Minnesota Statutes section 120B.36, Subd. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse,

effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world's best workforce. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.

2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.

Legal References:

Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.35 (Student Academic Achievement Levels and Growth)
Minn. Stat. § 120B.36 (School Accountability; Appeals Process)
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements Agreement)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 ~~00-3501.0815~~ (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)

Adopted: _____

Revised: _____

MSBA/MASA Model Policy 620

Orig. 1998

Rev. 2022~~19~~

620 CREDIT FOR LEARNING

[Note: School districts statutorily are required to provide students with credit for approved post-secondary courses, as set forth in Section V.; online learning courses, as set forth in Section VI.; and accelerated or advanced academic courses offered by a higher education institution or nonprofit public agency, as set forth in Section VII. Additionally, school districts are required by statute to identify whether the school district offers weighted grades and, if it does, identify the courses for which a student may earn a weighted grade (Section VIII). Optional provisions related to awarding credit to students transferring from out-of-state, private, or home schools and the issuance of student grades for purposes of awarding certain honors, as set forth in Section IV., are not required by statute. Therefore, the language contained in Section IV. is suggested language, and a school district may or may not include this section or may modify this section at its discretion.]

I. PURPOSE

The purpose of this policy is to recognize student achievement which occurs in Post-Secondary Enrollment Options and other advanced enrichment programs. The purpose of this policy also is to recognize student achievement which occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. The purpose of this policy also is to address the transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to provide a process for awarding students credit toward graduation requirements for credits and grades students complete in other schools, post-secondary or higher education institutions, other learning environments, and online courses and programs.

III. DEFINITIONS

- A. "Accredited school" means a school that is accredited by an accrediting agency, recognized according to [Minnesota Statutes section Minn. Stat. § 123B.445](#) or recognized by the Commissioner of the Minnesota Department of Education ([Commissioner MDE](#)).
- B. "Blended learning" is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.
- C. "Commissioner" means the Commissioner of MDE.
- D. "Digital learning" is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.
- E. "Eligible institution" means a Minnesota public post-secondary institution, a private,

nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by an accreditor recognized by the United States Department of Education, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.

- F. "Nonpublic school" is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.
- G. "Online learning" is a form of digital learning delivered by an approved online learning provider.
- H. "Online learning provider" is a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.
- I. "Weighted grade" is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools

- 1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.
- 2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank if a student has earned at least **[insert number]** credits from the school district.

B. Transfer of Academic Requirements from Other Schools

- 1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.
 - a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.
 - b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll and/or class rank if a student has earned at least **[insert number]** [five \(5\)](#) credits from the school district.
 - c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.
 - d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided

to the student.

2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.
 - a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.
 - b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).
 - c. In the event the content of a course taken at an non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.
 - d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.
 - e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.

V. POST-SECONDARY ENROLLMENT CREDIT

- A. A student who satisfactorily completes a post-secondary enrollment options course or program under [Minnesota Statutes section Minn. Stat. § 124D.09](#) that has been approved as meeting the necessary requirements is not required to complete other requirements of the Minnesota Academic Standards content standards corresponding to that specific rigorous course of study.
- B. Secondary credits granted to a student through a post-secondary enrollment options course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.
 1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.
 2. Seven quarter or four semester post-secondary credits shall equal at least one full year of high school credit. Fewer post-secondary credits may be prorated.
 3. When a determination is made that the content of the post-secondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
 4. In the event the content of the post-secondary course does not fully align with

the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.

5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.
 6. When secondary credit is granted for post-secondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a post-secondary institution.
- C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.

VI. CREDIT FROM ONLINE LEARNING COURSES

- A. Secondary credits granted to a student through an online learning course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.
- B. Course credit will be considered only upon official documentation from the online learning provider evidencing the course taken and the grade and credit awarded to the student.
- C. When a student provides documentation from an online learning provider, the course credit and course grade shall be recorded and counted toward graduation credit requirements for all courses or programs that meet or exceed the school district's graduation requirements in the same manner as credits are awarded for students transferring from another Minnesota public school as set forth in Section IV.A. above.

VII. ADVANCED ACADEMIC CREDIT

- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.
- B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.
- C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
- E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a

student.

VIII. WEIGHTED GRADES

[Note: School districts must identify in policy whether they offer courses with weighted grades. Therefore, school districts must include one of the following options in their policies.]

- A. The school district does not offer weighted grades.

[or]

- A. The school district offers weighted grades for courses that are identified as more rigorous or academically challenging as follows:

[List the types of courses that will be awarded weighted grades and the multiplier, similar to the following examples.]

1. _____ A grade awarded in an Advanced Placement course will be multiplied by a factor of _____ (i.e., 1.07).
 2. _____ A grade awarded in an Honors course will be multiplied by a factor of _____.
 3. _____ A grade awarded in a College In the Schools course will be multiplied by a factor of _____.
 4. _____ A grade awarded in a course taken through a Post-Secondary Enrollment Options program will be multiplied by a factor of _____.
 5. _____ A grade awarded in a course in a dual enrollment course will be multiplied by a factor of _____.
- B. _____ The school district will update its website prior to the beginning of each school year with a listing of the courses for which a student may earn a weighted grade.

IX. PROCESS FOR AWARDING CREDIT

- A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.
- B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.
- C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.
- D. If a student disputes the number of credits granted by the school district for a particular post-secondary enrollment course, online learning course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.
- E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation

requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

Legal References: Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota’s Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World’s Best Workforce)
Minn. Stat. § 120B.14 (Advanced Academic Credit)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.445 (Nonpublic Education Council)
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Post~~s~~-Secondary Enrollment Options Act)
Minn. Stat. § 124D.095 (Online Learning Option)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.08~~2000-3501.0815~~ (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.09~~6055~~ (Academic Standards in Science)
~~Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 624 (Online Learning Options)

Adopted: _____

MSBA/MASA Model Policy 701

Orig. 1995

Revised: _____

Rev. 202211

701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET

[Note: The provisions of this policy substantially reflect the requirements of Minnesota Statutes.]

I. PURPOSE

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

III. REQUIREMENT

- A. The superintendent or such other school official as designated by the superintendent or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected.
- B. The school district must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with ~~Minn. Stat. §~~ Minnesota Statutes section 123B.76.
- C. Prior to July 1 of each year, the school board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the school board's expenditure authorization for that school year. No funds may be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- D. Each year, the school district shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Minnesota Commissioner of Education within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. A summary of this information and the address of the school district's official website where the information can be found must be published in a newspaper of general circulation in the school district. At the same time as this publication, the school district shall publish the other

information required by ~~Minn. Stat. §~~[Minnesota Statutes section](#) 123B.10.

- E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.
- F. The school district must also post the materials specified in Paragraph III.D. above on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.

IV. IMPLEMENTATION

- A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but [the superintendent](#) maintains the ultimate responsibility for this function.
- B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).
- C. The superintendent or the superintendent's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.
- E. The school district shall make such reports to the [Minnesota](#) Commissioner [of Education](#) as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Legal References: Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirements)

Cross References: MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
~~MSBA Service Manual, Chapter 7, Education Funding~~

Adopted: _____

MSBA/MASA Model Policy 702

Orig. 1995

Revised: _____

Rev. 202206

702 ACCOUNTING

[Note: The provisions of this policy reflect the applicable statutes and are not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to adopt the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS) provided for in guidelines adopted by the Minnesota Department of Education.

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to comply with the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts.

III. MAINTENANCE OF BOOKS AND ACCOUNTS

The school district shall maintain its books and records and do its accounting in compliance with the Uniform Accounting and Reporting Standards for Minnesota School Districts (UFARS) provided for in the guidelines adopted by the Minnesota Department of Education and in compliance with applicable state laws and rules relating to reporting of revenues and expenditures.

IV. PERMANENT FUND TRANSFERS

Unless otherwise authorized pursuant to ~~Minn. Stat. §~~ Minnesota Statutes section 123B.80, as amended, or any other law, fund transfers shall be made in compliance with UFARS and permanent fund transfers shall only be made in compliance with Minnesota Statutes section ~~Minn. Stat. §~~ 123B.79, as amended, or other applicable statute.

V. REPORTING

The school board shall provide for an annual audit of the books and records of the school district to assure compliance of its records with UFARS. Each year, the school district shall also provide for the publication of the financial information specified in Minnesota Statutes section ~~Minn. Stat. §~~ 123B.10 in the manner specified therein.

Legal References: Minn. Stat. § 123B.02 (~~General Powers of Independent School Districts~~)School District Powers)

Minn. Stat. § 123B.09 (~~Boards of Independent School Districts~~)School Board Powers)

Minn. Stat. § 123B.10 (Publication of Financial Information)

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

Minn. Stat. § 123B.75 (Revenue; Reporting)

Minn. Stat. § 123B.76 (Expenditures; Reporting)

Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)

Minn. Stat. § 123B.78 (Cash Flow; School District Revenues; Borrowing for

Current Operating Costs; Capital Expenditure, Deficits)
Minn. Stat. § 123B.79 (Permanent Fund Transfers)
Minn. Stat. § 123B.80 (Exceptions for Permanent Fund Transfers)

Cross References: MSBA/MASA Model Policy 703 (Annual Audit)
~~MSBA Service Manual, Chapter 7, Education Funding~~

Adopted: _____

MSBA/MASA Model Policy 703

Orig. 1995

Revised: _____

Rev. 2019-2022

703 ANNUAL AUDIT

[Note: The provisions of this policy reflect the applicable statutes and are not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to provide for an annual audit of the books and records of the school district in order to comply with law, to provide a permanent record of the financial position of the school district, and to provide guidance to the school district to correct any errors and discrepancies in its practices.

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with all laws relating to the annual audit of the books and records of the school district.

III. REQUIREMENT

- A. The school board shall appoint independent certified public accountants to audit, examine, and report upon the books and records of the school district. The school board may enter into a contract with a person or firm to provide the agreed upon services.
- B. After the close of each fiscal year, the books, records, and accounts of the school district shall be audited by said independent certified public accountants in accordance with applicable standards and legal requirements. The superintendent and members of the administration shall cooperate with the auditors.
- C. The school district shall, prior to September 15 of each year, submit unaudited financial data for the preceding year to the Minnesota Commissioner of Education (Commissioner) on forms prescribed by the Commissioner. The report shall also include those items required by ~~Minn. Stat. §~~Minnesota Statutes section 123B.14, ~~subdivision~~Subd. 7.
- D. The school district shall, prior to November 30 of each year, provide to the Commissioner audited financial data for the preceding fiscal year. The school district shall, prior to December 31 of each year, provide to the Commissioner and the State Auditor an audited financial statement in a form that will allow comparison with and correction of material differences in the unaudited data. The audited financial statement must also provide a statement of assurance pertaining to compliance with uniform financial accounting and reporting standards and a copy of the management letter submitted to the school district by its auditor.
- E. The audit must be conducted in compliance with generally accepted governmental auditing standards, the Federal Single Audit Act, and the Minnesota Legal Compliance Audit Guide for School Districts issued by the Office of the State Auditor.
- F. The school board must approve the audit report by resolution or require a further or amended report.
- G. The administration shall report to the school board regarding any actions necessary to

correct any deficiencies or exceptions noted in the audit.

- H. The accounts and records of the school district shall also be subject to audit and inspection by the State Auditor to the extent provided in [Minnesota Statutes chapter Minn. Stat. Ch. 6](#).

Legal References: Minn. Stat. Ch. 6 (State Auditor)
Minn. Stat. § 123B.02 ([General Powers of Independent School Districts](#)~~School District Powers~~)
Minn. Stat. § 123B.09 ([Boards of Independent School Districts](#)~~School Board Powers~~)
Minn. Stat. § 123B.14, Subd. 7 ([Officers of Independent School Districts](#)~~Duties of School Board Clerk~~)
Minn. Stat. § 123B.77, Subds. 2 and 3 ([Audited Financial Statements; Statement for Comparison and Correction](#)~~Accounting, Budgeting, and Reporting Requirement~~)

Cross References: MSBA/MASA Model Policy 702 (Accounting)
~~MSBA Service Manual, Chapter 7, Education Funding~~

Adopted: _____

MSBA/MASA Model Policy 706

Orig. 1995

Revised: _____

Rev. 2022~~07~~

706 ACCEPTANCE OF GIFTS

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to provide guidelines for the acceptance of gifts by the school board.

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to accept gifts only in compliance with state law.

III. ACCEPTANCE OF GIFTS GENERALLY

The school board may receive, for the benefit of the school district, bequests, donations or gifts for any proper purpose. The school board shall have the sole authority to determine whether any gift or any precondition, condition, or limitation on use included in a proposed gift furthers the interests of or benefits the school district and whether it should be accepted or rejected.

IV. GIFTS OF REAL OR PERSONAL PROPERTY

The school board may accept a gift, grant or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members. The resolution must fully describe any conditions placed on the gift. The real or personal property so accepted may not be used for religious or sectarian purposes.

[Note: This voting requirement and gift use provision is specified by Minnesota Statutes section, ~~Stat. §~~ 465.03.]

V. ADMINISTRATION IN ACCORDANCE WITH TERMS

If the school board agrees to accept a bequest, donation, gift, grant or devise which contains preconditions, conditions or limitations on use, the school board shall administer it in accordance with those terms. Once accepted, a gift shall be the property of the school district unless otherwise provided in the agreed upon terms.

Legal References:

Minn. Stat. § 123B.02, Subd. 6 (General Powers of Independent School Boards~~Bequests, Donations, Gifts~~)

Minn. Stat. § 465.03 (Gifts to Municipalities)

Cross References:

None

Adopted: _____

MSBA/MASA Model Policy 707

Orig. 1995

Revised: _____

Rev. 2022~~17~~

707 TRANSPORTATION OF ~~PUBLIC SCHOOL~~PUBLIC-SCHOOL STUDENTS

[Note: The obligations stated in this policy are largely governed by statute. ~~Statutory references are included throughout the policy.~~ A school district may choose to add obligations to the model policy.]

I. PURPOSE

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare, and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

III. DEFINITIONS

- A. "Child with a disability" includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the —Commissioner of the Minnesota Department of Education ("Commissioner"). A licensed physician, an advanced practice nurse, a physician assistant, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district's discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability. ~~(Minn. Stat. § 125A.02)~~
- B. "Home" is the legal residence of the child. In the discretion of the school district, "home" also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student's parent or guardian as the home of a student for part or all of the day, if requested by the student's parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district. ~~(Minn. Stat. § 123B.92, Subd. 1(b)(1); Minn. Stat. § 127A.47, Subd. 2)~~

- C. "Homeless student" means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances. ~~(42 U.S.C. § 11434a)~~
- D. "Nonpublic school" means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of ~~Minn. Stat. § Minnesota Statutes section 120A.22~~, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964. ~~(42 U.S.C. § 2000d, et seq.). (Minn. Stat. § 123B.41, Subd. 9)~~
- E. "Nonresident student" is a student who attends school in the school district and resides in another district, defined as the "nonresident district." In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student's parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides. ~~(Minn. Stat. § 123B.88, Subd. 6; Minn. Stat. § 125A.51; Minn. Stat. § 127A.47, Subd. 3)~~
- F. "Pupil support services" are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located. ~~(Minn. Stat. § 123B.41, Subd. 4)~~
- G. "School of origin," for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled. ~~(42 U.S.C. § 11432(g)(3)(G))~~
- H. "Shared time basis" is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of ~~Minn. Stat. § Minnesota Statutes section 120A.22~~ by attendance at a nonpublic school. ~~(Minn. Stat. § 126C.01, Subd. 8)~~
- I. "Student" means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota. ~~(Minn. Stat. § 123B.41, Subd. 11)~~

IV. ELIGIBILITY

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian. ~~(Minn. Stat. § 123B.88, Subd. 1)~~
- B. The school district may, in its discretion, also provide transportation to any student to

and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board. [These include:](#)

- [Resident elementary students who reside one mile or more from school.](#)
- [Resident secondary students who live at least one mile, but less than two miles from school.](#)
- [Resident students who live in areas of high traffic and must cross high traffic roads, drug or crime hazards – specifically](#)
 - [State Highway 30](#)
 - [State Highway 23](#)
 - [State Highway 75](#)
 - [BNSF Railroad](#)
 - [Pipestone County Highway 15](#)

[Note: In this section, school districts may wish to outline those discretionary areas where they intend to provide transportation. For example, some school districts may provide that transportation shall be provided for all resident elementary students who reside one mile or more from the school.]

- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district's expenditures for transportation. ~~(Minn. Stat. § 123B.88, Subd. 10, 11, 12, and 13)~~
- D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

V. TRANSPORTATION OF NONRESIDENT STUDENTS

- A. If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same level of service that is provided to resident students. ~~(Minn. Stat. § 124D.04, Subd. 7; Minn. Stat. § 123B.92, Subd. 3)~~
- B. If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation. ~~(Minn. Stat. § 123B.88, Subd. 6)~~
- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school

district. (~~Minn. Stat. § 127A.47, Subd. 3(b)~~)

- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program. (~~Minn. Stat. § 123B.92, Subd. 3(b)~~)

VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. (Minn. Stat. § 124D.03, Subd. 8)
- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district. (~~Minn. Stat. § 123B.88, Subds. 1 and 4~~)
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion. (~~Minn. Stat. § 124D.041~~)

VII. SPECIAL EDUCATION STUDENTS/STUDENTS WITH A DISABILITY/ STUDENTS WITH TEMPORARY DISABILITIES

- A. Upon a request of a parent or guardian, the board must provide necessary transportation, consistent with ~~Minn. Stat. § Minnesota Statutes section~~ 123B.92, ~~subdivision~~Subd. 1(b)(4), for a resident child with a disability not yet enrolled in kindergarten for the provision of special instruction and services. Special instruction and services for a child with a disability not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs. (~~Minn. Stat. § 123B.88, Subd. 1~~)
- B. Resident students with a disability whose ~~handicapped-disabling~~ conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the ~~handicapping-disabling~~ condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district. (~~Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600~~)

- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district. ~~(Minn. Stat. § 125A.65)~~
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary. ~~(Minn. Stat. § 125A.12)~~
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district. ~~(Minn. Stat. § 125A.15(b); Minn. Stat. § 125A.51(d))~~
- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation. ~~(Minn. Stat. § 125A.15(c) and (d); Minn. Stat. § 125A.51(e))~~
- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. ~~(Minn. Rules Part 7470.1700)~~
- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. Minnesota Statutes chapter 125A. ~~(Minn. Rules Part 7470.1600, Subd. 2)~~

VIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the school district. ~~(42 U.S.C. § 11432(e)(3)(C)(i)(III)(cc) and (g)(4)(A))~~
- B. Upon request by the student's parent, guardian, or homeless education liaison, the

school district shall provide transportation for a homeless student as follows:

1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district. ~~(42 U.S.C. § 11432(g)(1)(J)(iii)(I))~~
2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation. ~~(Minn. Stat. § 125A.51(f); 42 U.S.C. § 11432(g)(1)(J)(iii)(II))~~
3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located. ~~(Minn. Stat. § 125A.51(f))~~
4. A homeless nonresident student enrolled under Minn. Stat. § Minnesota Statutes section 124D.08, subdivision Subd. 2a, must be provided transportation from the student's district of residence to and from the school of enrollment. ~~(Minn. Stat. § 123B.92, Subd. 3(c)).~~

IX. AVAILABILITY OF SERVICES

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days. ~~(Minn. Stat. § 123B.88, Subd. 21)~~

X. MANNER OF TRANSPORTATION

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means. ~~(Minn. Stat. § 123B.88, Subd. 1)~~

XI. RESTRICTIONS

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 United States Code

~~section~~U.S.C. § 1415 (Individuals with Disabilities Act), 29 United States Code section~~U.S.C. §~~ 794 (the Rehabilitation Act), and 42 ~~U.S.C. §~~United States Code section 12132, (Americans with Disabilities Act) are governed by these provisions. ~~(Minn. Stat. § 121A.59)~~

XII. FEES

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional. ~~(Minn. Stat. § 123B.36, Subd. 1(10))~~
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in Minn. Stat. § Minnesota Statutes section 190.05. ~~(Minn. Stat. § 123B.36, Subds. 1(11) and 6)~~
- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee. ~~(Minn. Stat. § 123B.36, Subd. 1(13))~~
- D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs. ~~(Minn. Stat. § 123B.36, Subd. 3)~~

Legal References:

Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.59 (Bus Transportation ~~is~~ a Privilege Not a Right)
Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.41 (~~Educational Aids for Nonpublic School Children;~~
Definitions)
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.88 (Independent School Districts; ~~7~~ Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.04 (Options for Enrolling in Adjoining
States)~~Enrollment Options Programs in Border States)~~
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident
District; Exceptions)
Minn. Stat. Ch. 125A (~~Children With a Disability~~Special Education and
Special Programs)
Minn. Stat. § 125A.02 (Children ~~W~~with a Disability, Defined)
Minn. Stat. § 125A.12 (Attendance in Another District)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities;
Education and Transportation)
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education
Program)
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)

Minn. Stat. § 126C.01 (~~General Education Revenue~~ -- Definitions)
 Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
 Minn. Stat. § 190.05 (Definitions)
 Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
 Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability~~ies~~)
 20 U.S.C. § 1415 (Individuals with Disabilities Education ~~Improvement~~ Act ~~of 2004~~)
 29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
 42 U.S.C. § 2000d (Prohibition ~~a~~Against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)
 42 U.S.C. § 11431 *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
 42 U.S.C. § 12132 *et seq.* (Americans ~~w~~With Disabilities Act)

Cross References:

MSBA/MASA Model Policy 708 (Transportation of Nonpublic School Students)
 MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
 MSBA/MASA Model Policy 710 (Extracurricular Transportation)
~~MSBA Service Manual, Chapter 2, Transportation~~

Adopted: _____

MSBA/MASA Model Policy 708

Orig. 1995

Revised: _____

Rev. 2022~~17~~

708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

[Note: The obligations stated in this policy are largely governed by statute. ~~Statutory references are included throughout the policy.~~ A school district may choose to add obligations to the model policy.]

I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

III. ELIGIBILITY

- A. The school district shall provide equal transportation within the ~~school~~ district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in ~~Minn. Stat. § Minnesota Statutes sections~~ 123B.88 and § 123B.92 when applicable. ~~(Minn. Stat. § 123B.86, Subd. 1)~~
- B. Upon the request of a parent or guardian, the school district ~~shall~~ **must** provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation ~~shall~~ **must** be provided whether ~~there is or is not~~ **there is** another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. ~~(Minn. Stat. § 123B.86, Subd. 2(a))~~
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries. ~~(Minn. Stat. § 123B.86, Subd. 2(b))~~
- D. The school district ~~shall~~ **must** provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school. ~~(Minn. Stat. § 123B.44, Subd. 1)~~

- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. A nonpublic or charter school student transported by the school district shall comply with school district student bus conduct and student bus discipline policies. (Minn. Stat. § 123B.86, Subd. 3; Minn. Stat. § 123B.91, Subd. 1a)
- F. Additional transportation to and from a nonpublic school may be provided at the expense of the school district ~~where~~ when such services are provided in the discretion of the school district.

IV. STUDENTS WITH DISABILITIES

- A. If a resident student with a disability attends a nonpublic school located within the school district, the school district ~~shall~~ must provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district boundary. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law. ~~(Minn. Stat. § 125A.18)~~
- B. When the disabling conditions of a student with a disability are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program, the student shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling conditions and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district. ~~(Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600, Subd. 1)~~
- C. Each driver and aide assigned to a vehicle transporting students with a disability must (1) be instructed in basic first aid and procedures for the students under their care; (2) within one month after the effective date of assignment, participate in a program of in-service training on the proper methods of dealing with the specific needs and problems of students with disabilities; (3) assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and (4) ensure that proper safety devices are in use and fastened properly.
~~Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)~~
- D. Each driver and aide assigned to a vehicle transporting students with a disability shall have available to them the following information in hard copy or immediately accessible

through a two-way communication system: (1) the student's name and address; (2) the nature of the student's disabilities; (3) emergency health care information; and (4) the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

- ED. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the ~~alternative dispute resolution and~~ due process procedures provided for in ~~Minn. Stat. Ch. Minnesota Statutes chapter~~ 125A. ~~(Minn. Rules Part 7470.1600, Subd. 2)~~

V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students [Model Policy 707] shall apply to the transportation of nonpublic school students except as specifically provided herein.

Legal References:

Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.84 (Policy)
Minn. Stat. § 123B.86 (Equal Treatment)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.91, Subd. 1a (~~Compliance by Nonpublic and Charter School Students~~)School District Bus Safety Requirements)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. Ch. 125A (~~Special Education and Special Programs~~Children With a Disability)
Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability)
Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al., 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)
Eldredge v. Independent Sch. Dist. No. 625, 422 N.W.2d 319 (Minn. Ct. App. 1988)
Healy v. Independent Sch. Dist. No. 625, 962 F.2d 1304 (8th Cir. 1992)
Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)
Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)
Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)
Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)
Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)
Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

Cross References:

MSBA/MASA Model Policy 707 (Transportation of Public School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
~~MSBA Service Manual, Chapter 2, Transportation~~

Adopted: _____

MSBA/MASA Model Policy 709

Orig. 1995

Revised: _____

Rev. 2022~~17~~

709 STUDENT TRANSPORTATION SAFETY POLICY

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

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

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

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

B. Student Training

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

the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes section Minn. Stat. § 169.446, Subd. subdivision 2.

5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.
9. The school district shall adopt and make available for public review a curriculum for transportation safety education.
10. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

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

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

3. Rules on the Bus

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

4. Consequences

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

(1) Elementary (K-6)

1st offense – warning

2nd offense – 3 school-day suspension from riding the bus

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

4th offense – 10 school-day suspension from riding the bus/meeting with parent

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

(2) Secondary (7-12)

1st offense – warning

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

3rd offense – 10 school-day suspension from riding the bus

4th offense – 20 school-day suspension from riding the

bus/meeting with parent
5th offense – suspended from riding the bus for the remainder of the school year

Note: When any student goes 60 transportation days without a report, the student's consequences may start over at the first offense.

(3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(5) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(6) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

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

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

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

vehicle; and

6-9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.

- D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.
- E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.
- F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

- 1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. —For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

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

B. Evaluation

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

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

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

[Note: The school district may use alternative assessments rather than those set forth in the Model School Bus Driver Training Manual for bus driver training competencies with the approval of the Commissioner of Public Safety. A driver also may receive at least 8 hours of school bus in-service training in any year as an alternative to being assessed for bus driver competencies after the initial year of being assessed for bus driver competencies.]

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.

[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

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

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

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer’s rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. A type III vehicle cannot be older than 12 years old unless excepted by state and federal law.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words “school bus” in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A “type III vehicle” must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver’s compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
 - b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver’s compartment and must be marked to indicate their identity and location.

- c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
 - 11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
 - 12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
 - 13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.
- C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement
- 1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
 - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
 - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;
 - (2) understanding student behavior, including issues relating to students with disabilities;
 - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
 - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
 - (5) handling emergency situations;
 - (6) proper use of seat belts and child safety restraints;
 - (7) performance of pretrip vehicle inspections;
 - (8) safe loading and unloading of students, including, but not limited to:
 - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a

vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;

- (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
 - (d) placing the type III vehicle in "park" during loading and unloading;
 - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
- (9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes section 122A.18, ~~subdivision Subd.~~ 8, or ~~Minnesota Statutes section. Stat. §~~ 123B.03 for school district employees; ~~Minnesota Statutes section. Stat. §~~ 144.057 or ~~Minnesota Statutes chapter. Stat. Ch.~~ 245C for day care employees; or ~~Minnesota Statutes section. Stat. §~~ 171.321, ~~subdivision Subd.~~ 3, for all other persons operating a type III vehicle under this section.
- d. Operators shall submit to a physical examination as required by ~~Minnesota Statutes section Minn. Stat. §~~ 171.321, ~~subdivision Subd.~~ 2.
- e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under ~~Minn. Stat. §~~Minnesota Statutes section 181.951, ~~subdivisions Subds.~~ 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.
- f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by ~~Minnesota Statutes section Minn. Stat. §~~ 171.321, ~~subdivision Subd.~~ 5.
- g. A person who sustains a conviction, as defined under ~~Minnesota Minn. Statutes Stat.~~ § 609.02, of violating ~~Minnesota Statutes section Minn. Stat. §~~ 169A.25, § 169A.26, ~~§~~ 169A.27 (driving while impaired offenses), or § 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under ~~Minnesota Statutes sections Minn. Stat. §§~~ 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.
- h. A person who has ever been convicted of a disqualifying offense as defined in ~~Minnesota Statutes section Minn. Stat. §~~ 171.3215, ~~subdivision Subd.~~ 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

- i. A person who sustains a conviction, as defined under [Minnesota Statutes sectionMinn. Stat. § 609.02](#), of a moving offense in violation of [Minnesota Statutes chapterMinn. Stat. Ch. 169](#) within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.
 - j. Students riding the type III vehicle must have training required under [Minnesota Statutes sectionMinn. Stat. § 123B.90](#), Subd. 2 (See Section II.B., above).
 - k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.
- 2. The type III vehicle must bear a current certificate of inspection issued under [Minnesota Statutes sectionMinn. Stat. § 169.451](#).
 - 3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.
- D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement
- 1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:
 - a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
 - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
 - c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.
 - d. The operator has submitted to a background check and physical examination as required by [Minnesota Statutes sectionMinn. Stat. § 171.321](#), [subdivisionSubd. 2](#).
 - e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in [Minnesota Statutes sectionMinn. Stat. § 171.02](#), [subdivisionsSubd. 2a\(h\) - 2a\(j\)](#).
 - f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre- school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.
 - g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.

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

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within 1 month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:
 1. the student's name and address;
 2. the nature of the student's disabilities;
 3. emergency health care information; and
 4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

- A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- B. All school vehicles shall be state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

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

XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

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

Legal References: Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction~~ion~~ or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § ~~123B.885~~ (Diesel ~~School~~ Buses; ~~Operation of~~ Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § ~~144.057~~ (Background ~~Studies on~~ Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)~~Driver Training Programs~~)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § ~~171.168~~ (~~Notification of Conviction for Violation by a~~

~~Commercial Driver~~Notice of Violation by Commercial Driver)
Minn. Stat. § ~~171.169~~ ~~-(Notification of Suspension of License of~~
~~Commercial Driver)~~Notice of Commercial License Suspension)
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle
Drivers~~Driver~~)
Minn. Stat. § ~~171.3215~~, ~~-Subd. 1(c) -(Canceling -Bus -Endorsement- for~~
~~Certain Offenses)~~
Minn. Stat. § ~~181.951~~ (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. Part 383 (Commercial Driver's License Standards; Requirements and
Penalties)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § 383.51 (Disqualification of Drivers)

Cross References:

MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA ~~-Model -Policy -515-~~ (Protection ~~-and -Privacy-~~ of ~~-Pupil~~
~~Records)~~
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Adopted: _____

Revised: _____

MSBA/MASA Model Policy 710

Orig. 1995

Rev. 20~~22~~¹²

710 EXTRACURRICULAR TRANSPORTATION

I. PURPOSE

The purpose of this policy is to make clear to students, parents, and staff the school district's policy regarding extracurricular transportation.

II. GENERAL STATEMENT OF POLICY

The determination as to whether to provide transportation for students, spectators, or participants to and from extracurricular activities shall be made solely by the school district administration. This determination shall include, but is not limited to, the decision to provide transportation, the persons to be transported, the type or method to be utilized, all transportation scheduling and coordination, and any other transportation arrangements or decisions. Employees who are involved in extracurricular activities shall be advised by the administration as to the transportation arrangements made, if any.

III. ARRANGEMENT OF EXTRACURRICULAR TRANSPORTATION

School district employees shall not undertake independent arrangement, scheduling, or coordination of transportation for extracurricular activities unless specifically directed or approved by the school district administration. All transportation arrangements made by a school district employee must be approved by a building administrator. If the school district makes no arrangements for extracurricular transportation, students who wish to participate are responsible for arranging for or providing their own transportation.

IV. NO EMPLOYEE TRANSPORTATION OF STUDENTS WITH PERSONAL VEHICLES

An employee must not use a personal vehicle to transport one or more students except as provided herein. However, employees may make appropriate transportation arrangements for students as necessary in an emergency or other unforeseeable circumstance.

In a nonemergency situation, an employee must get prior, written approval from the administration before transporting a student in a personal vehicle. If a school vehicle is available, the employee will use the school vehicle. The administration has the sole discretion to make a final determination as to the appropriate use of a personal vehicle to transport one or more students.

If any emergency transportation arrangements are made by employees pursuant to this section, the relevant facts and circumstances shall be reported to the administration as soon thereafter as practicable.

All vehicles used to transport students shall be properly registered and insured.

[Note: This policy provides that employees may use a personal vehicle to transport students in an emergency or other unforeseeable circumstance. An "emergency or other unforeseeable circumstance" does not include situations where regular transportation is available or scheduled.]

For example, if a scheduled extracurricular event occurs outside of the school district and the school district transports a team or group of students to and from the event, an employee would be prohibited by law from using a personal vehicle to transport some students to the event. In contrast, if a student attending this same event became ill or injured and required immediate transportation home or to a health care facility, the exigent need to transport one student would not constitute regular or scheduled transportation. An employee would have authority to transport the student in a personal vehicle under these circumstances, if using a vehicle that is properly registered and insured. The expectation of the school district is that the employee would immediately contact administration about these circumstances to ensure oversight of the employee's use of this exception.

Nonregular and nonscheduled transportation also would include situations where some notice may be provided of the need for transportation to a nonscheduled event for which transportation generally is not provided by the school district. For example, a group of students may participate in a scheduled debate competition for which regular school district transportation is provided. Two students advance to a regional competition the following day. Transportation would not have been scheduled to the regional competition as the students' advancement was not predicted. These circumstances may justify an employee's use of a personal vehicle to transport the two students to the regional competition, if the vehicle is properly registered and insured. Because the employee has sufficient time to contact an administrator, advance written permission by an administrator would be expected for the purpose of overseeing that the reasons for an employee using a personal vehicle comply with the requirements of the law.]

V. FEES

In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional.

Legal References:

Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 169.011, Subd. 71(a) (Definitions ~~of a School Bus~~)
Minn. Stat. § 169.454, Subd. 13 (Type III Vehicle Standards ~~Exemption~~)

Cross References:

MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
~~MSBA Service Manual, Chapter 2, Transportation~~

Adopted: _____

MSBA/MASA Model Policy 721

Orig. 2016

Revised: _____

Rev. 2022~~19~~

721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

[Note: School districts are required by the federal Uniform Grant Guidance regulations, 2 C.F.R. Code of Federal Regulations Part 200, to have the policies which establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, the United States Office of Management and Budget increased the threshold dollar amounts for both simplified acquisition costs (\$250,000) and micro-purchases (\$10,000).]

I. PURPOSE

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

II. DEFINITIONS

A. Grants

1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

[Note: All of the requirements outlined in this policy apply to both direct grants and state-administered grants.]

- B. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

- C. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:

1.
 - a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section C.F.R. § 200.101 (Applicability); or
 - b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section C.F.R. § 200.101 (Applicability).
2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 Code of Federal Regulations section C.F.R. § 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-

government-owned, contractor-operated facilities.

- D. "Contract" means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations ~~C.F.R.~~ Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- E. Procurement Methods
1. "Procurement by micro-purchase" is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 Code of Federal Regulations ~~C.F.R.~~ Subpart 2.1 or as periodically adjusted for inflation).
- [Note: Minnesota school districts may choose to increase their federal micro-purchase threshold to \$25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold and the justification for using the higher threshold. Acceptable reasons for justification must meet one of the following criteria: (1) a qualification as a low-risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations section 200.520; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]**
- 1.2. "Procurement by small purchase procedures" are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$250,000 (periodically adjusted for inflation).
- 2.3. "Procurement by sealed bids (formal advertising)" is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
- 3.4. "Procurement by competitive proposals" is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
- 4.5. "Procurement by noncompetitive proposals" is procurement through solicitation of a proposal from only one source.
- F. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
- G. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations section ~~C.F.R.~~ § 200.431 (Compensation - Fringe Benefits).
- H. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations section ~~C.F.R.~~ § 200.431(g) for retirees and their spouses, dependents, and survivors.

- I. "Severance pay" is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- J. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- K. "Relocation costs" are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.
- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

IV. ACCEPTABLE METHODS OF PROCUREMENT

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

- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- H. Methods of Procurement. The school district must use one of the following methods of procurement:
 - 1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
 - 2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
 - 3. Procurement by sealed bids (formal advertising).
 - 4. Procurement by competitive proposals. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.
 - 5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
 - d. After solicitation of a number of sources, competition is determined inadequate.
- I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.
- K. Non-federal entities are prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.
- L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations section C.F.R. § 180.215.

V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

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

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

- B. Equipment

Management requirements. Procedures for managing equipment (including

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

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

VI. FINANCIAL MANAGEMENT REQUIREMENTS

- A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.
- B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

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

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

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

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

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

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

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.
- B. Definitions
 - 1. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
 - 2. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
 - 3. "Omni Circular" or "2 C.F.R. Code of Federal Regulations Part 200s" or "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
 - 4. "Advance payment" means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.
- C. Allowable Costs. The following items are costs that may be allowable under the 2 Code of Federal Regulations C.F.R. Part 200s under specific conditions:
 - 1. Advisory councils;
 - 2. Audit costs and related services;
 - 3. Bonding costs;
 - 4. Communication costs;
 - 5. Compensation for personal services;
 - 6. Depreciation and use allowances;
 - 7. Employee morale, health, and welfare costs;
 - 8. Equipment and other capital expenditures;
 - 9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;

10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law. 2 [Code of Federal Regulations](#) CFR Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 [Code of Federal Regulations](#) CFR Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 [Code of Federal Regulations](#)

section C.F.R. § 200.441 as allowable;

13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

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

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
 - a. Necessary for the proper and efficient performance or administration of the program.
 - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
 - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
 - d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
 - e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

- G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.
1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
 2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the "supplement, not supplant" provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).
 3. Auditors generally presume supplanting has occurred in three situations:
 - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
 - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
 - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
 4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.
- H. Approved Plans, Budgets, and Special Conditions
1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
 2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.
- I. Training
1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
 2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.
- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

- A. Compensation – Personal Services

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

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

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

B. Compensation – Fringe Benefits

1. During leave.

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

- a. They are provided under established written leave policies;
- b. The costs are equitably allocated to all related activities, including federal awards; and
- c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 [Code of Federal Regulations section C.F.R. § 200.447\(d\)](#)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.
3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
6. Costs of severance pay are allowable only to the extent that, in each case,

severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
 - 1. Critical and necessary for the conduct of the project;
 - 2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
 - 3. Consistent with the school district's cost accounting practices and school district policy; and
 - 4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

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

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

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

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

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

[Note: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 Code of Federal Regulations section C.F.R. § 200.207 (Specific Conditions). If the DOE or MDE determines that noncompliance cannot be remedied by imposing additional conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the

circumstances: 1) Temporarily withhold cash payments pending correction of the deficiency by the school district or more severe enforcement action by the DOE or MDE; 2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; 3) Wholly or partly suspend or terminate the federal award; 4) Initiate suspension or debarment proceedings as authorized under 2 Code of Federal Regulations C.F.R. Part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); 5) Withhold further federal awards for the project or program; and/or 6) Take other remedies that may be legally available.]

Legal References:

2 C.F.R. § 200.12 (Definitions: Capital Assets)
 2 C.F.R. § 200.112 (Conflict of Interest)
 2 C.F.R. § 200.113 (Mandatory Disclosures)
 2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)
 2 C.F.R. § 200.2142 (Suspension and Debarment)
 2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
 2 C.F.R. § 200.302 (Financial Management)
 2 C.F.R. § 200.303 (Internal Controls)
 2 C.F.R. § 200.305(b)(1) (Federal Payment)
 2 C.F.R. § 200.310 (Insurance Coverage)
 2 C.F.R. § 200.311 (Federally-owned and Exempt PropertyReal Property)
 2 C.F.R. § 200.313(d) (Equipment)
 2 C.F.R. § 200.314 (Supplies)
 2 C.F.R. § 200.315 (Intangible Property)
 2 C.F.R. § 200.318 (General Procurement Standards)
 2 C.F.R. § 200.319(c) (Competition)
 2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
 2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
 2 C.F.R. § 200.328 (Financial ReportingMonitoring and Reporting Program Performance)
 2 C.F.R. § 200.3398 (Remedies for Noncompliance)
 2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
 2 C.F.R. § 200.430 (Compensation – Personal Services)
 2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
 2 C.F.R. § 200.447 (Insurance and Indemnification)
 2 C.F.R. § 200.463 (Recruiting Costs)
 2 C.F.R. § 200.464 (Relocation Costs of Employees)
 2 C.F.R. § 200.4743 (Transportation Costs)
 2 C.F.R. § 200.4754 (Travel Costs)

Cross References:

MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
 MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
 MSBA/MASA Model Policy 210.1 (Conflict of Interest – Charter School Board Members)
 MSBA/MASA Model Policy 412 (Expense Reimbursement)
 MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
 MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
 MSBA/MASA Model Policy 702 (Accounting)
 MSBA/MASA Model Policy 703 (Annual Audit)

722 PUBLIC DATA REQUESTS

[Note: School districts are required by statute to establish procedures consistent with the Minnesota Government Data Practices Act for public data requests.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Government Data

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

B. Inspection

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

C. Public Data

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

D. Responsible Authority

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

E. Summary Data

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

IV. REQUESTS FOR PUBLIC DATA

- A. All requests for public data must be made in writing directed to the responsible authority.
 - 1. A request for public data must include the following information:
 - a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact the requestor (such as phone number, address, or email address).
 - 2. A requestor is not required to explain the reason for the data request.
 - 3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
 - 4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- B. The responsible authority will respond to a data request at reasonable times and places as follows:
 - 1. The responsible authority will notify the requestor in writing as follows:
 - a. The requested data does not exist; or
 - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
 - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
 - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
 - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
 - 2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

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

VI. COSTS

- A. Public Data
 1. The school district will charge for copies provided as follows:
 - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
 - b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

- (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
- (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

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

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
 - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
 - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

VII: Annual Review and Posting

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.
- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:

[Name] [Cory Strasser](#)

[Location] [MS/HS 1401 7th ST SW, Pipestone, MN 56164](#)

[Phone number; email address] [507-825-5861; cory.strasser@pas.k12.mn.us](#)

[Jennifer Moravetz](#)

[Elementary School, 1401 7th St SW, Pipestone, MN 56164](#)

[507-562-6200; Jennifer.moravetz@pas.k12.mn.us](#)

Data Practices Compliance Official:

[Name]

[Location]

[Phone number; email address]

Data Practices Designee(s):

[Name]

[Location]

[Phone number; email address]

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
[Minn. Stat. 13.025 \(Government Entity Obligation\)](#)

Cross References:

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

INDEPENDENT SCHOOL DISTRICT NO. 2689
PUBLIC DATA REQUEST FORM

TO BE COMPLETED BY THE REQUESTOR

REQUESTOR NAME (NOT REQUIRED):	PHONE NUMBER:*
ADDRESS:*	EMAIL ADDRESS:*
DATE OF REQUEST:	
DESCRIPTION OF THE INFORMATION REQUESTED: (attach additional page if necessary)	
MANNER IN WHICH RESPONSIVE DATA IS TO BE PROVIDED:	
INSPECTION ONLY _____ COPIES ONLY** _____ BOTH INSPECTION AND COPIES _____ **	
**Inspection is free, but there is a charge for copies. Payment must be received before copies will be provided.	

FOR OFFICE USE ONLY

DATE REQUEST RECEIVED:	REQUEST RECEIVED BY:
DATE OF RESPONSE:	RESPONSE PROVIDED BY:

* Requestor's name is optional. However, contact information is necessary to mail/email the data. Also, contact information is needed if the school district does not understand the request. We will not work on such a request until clarified.

Adopted: _____

Revised: _____

MSBA/MASA Model Policy 801

Orig. 1995

Rev. 202206

801 EQUAL ACCESS TO SCHOOL FACILITIES

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Limited open forum" means that the school grants an offering to or opportunity for one or more noncurriculum related student groups to meet on school premises during noninstructional time.

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

IV. FAIR OPPORTUNITY CRITERIA

Schools in this school district shall uniformly provide that:

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

V. PROCEDURES

- A. Any student who wishes to initiate a meeting under this policy shall apply to the principal of the building at least 48 hours in advance of the time of the activity or meeting. The student must agree to the following:
 - 1. All activities or meetings must comply with existing policies, regulations, and procedures that govern operation of school-sponsored activities.
 - 2. The activities or meetings are voluntary and student-initiated. The principal may require assurances of this fact.
- B. Student groups meeting under this policy must comply with the following rules:
 - 1. Those attending must not engage in any activity that is illegal, dangerous, or which materially and substantially interferes with the orderly conduct of the educational activities of the school. Such activities shall be grounds for discipline of an individual student and grounds for a particular group to be denied access.
 - 2. The groups may not use the school name, school mascot name, school emblems, the school district name, or any name that might imply school or district sponsorship or affiliation in any activity, including fundraising and community involvement.

3. The groups must comply with school policies, regulations and procedures governing school-sponsored activities.
- C. Students applying for use of school facilities under this policy must provide the following information to the principal: time and date of meeting, estimated number of students in attendance, and special equipment needs.
 - D. The building principal has responsibility to:
 1. Keep a log of application information.
 2. Find and assign a suitable room for the meeting or activity. The number of students in attendance will be limited to the safe capacity of the meeting space.
 3. Note the condition of the facilities and equipment before and after use.
 4. Assure proper supervision. Assignment of staff to be present in a supervisory capacity does not constitute school district sponsorship of the meeting or activity.
 5. Assure that the meeting or activity does not interfere with the school's regular instructional activities.
 - E. The school district shall not expend public funds for the benefit of students meeting pursuant to this policy beyond the incidental cost of providing space. The school district will provide no additional or special transportation.
 - F. Nonschool persons may not direct, conduct, control, or regularly attend meetings and activities held pursuant to this policy.
 - G. School district employees or agents may not promote, lead, participate in, or otherwise sponsor meetings or activities held pursuant to this policy.
 - H. A copy of this policy and procedures shall be made available to each student who initiates a request to use school facilities.

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

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

The Purpose, General Statement of Policy, Definitions, and Fair Opportunity Criteria sections reflect the language and requirements of the Equal Access Act and so should be adopted as written. School Boards have discretion to adopt reasonable procedures to implement the Act, however. We have provided a section on Procedures as a model.

Independent School District No. 2689
Application for Use of Facilities Form
Equal Access Act Meeting

Statement of Policy

It is school district policy to grant equal access to school facilities for students who wish to conduct a meeting for religious, political, or philosophical discussion during noninstructional time, pursuant to the Equal Access Act.

Provision of school facilities does not constitute school district sponsorship of such meeting, and the views expressed therein may or may not reflect those of the school administration, staff, or board of education and are neither approved nor disapproved by them.

Name of student initiating request: _____

School: _____

Grade: _____

Home Room: _____

Date of Meeting: _____

Time: _____

Estimated number to attend: _____

Special Equipment needs: _____

(School District Use Only)

Room assigned: _____

Condition of Facilities: _____

Staff (if any) assigned to supervise: _____

Notes: _____

Adopted: _____

MSBA/MASA Model Policy 802

Orig. 1995

Revised: _____

Rev. 2022~~19~~

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

IV. MANNER OF DISPOSITION

A. Authorization

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

B. Contracts Over \$175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.
3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.

4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.
5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

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

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

D. Contracts \$25,000 or Less

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

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

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

F. Notice of Quotation

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

G. Sales to Employees

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

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:
 - a. another school district;
 - b. the state department of corrections;
 - c. the board of trustees of Minnesota State Colleges and Universities;
 - d. the family of a student residing in the district whose total family income meets the federal definition of poverty; or
 - e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.
2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

Minn. Stat. § 15.054 (~~Public Employees Not to Purchase Merchandise from Governmental Agencies; Exceptions; Penalty~~Sale or Purchase of State Property; Penalty)

Minn. Stat. § 123B.29 (~~Sale of School Building~~ at Auction)

Minn. Stat. § 123B.52 (Contracts)

Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)

Minn. Stat. § 645.11 (Published Notice)

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

Adopted: _____

MSBA/MASA Model Policy 806

Orig. 1999

Revised: _____

Rev. 202214

806 CRISIS MANAGEMENT POLICY

[Note: The Minnesota Commissioner of Education is required to maintain and make available to school boards and charter schools a Model Crisis Management Policy. See Minnesota Statutes section Minn. Stat. § 121A.035. School boards and charter schools must adopt a Crisis Management Policy to address potential crisis situations in their school districts or charter schools. Id. This Model Crisis Management Policy was originally the result of a collaborative effort ~~between~~ among the Minnesota Department of Education, Division of Compliance and Assistance; the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management; and the Minnesota School Boards Association.]

I. PURPOSE

The purpose of this Model Crisis Management Policy is to act as a guide for school district and building administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. For purposes of this Policy, the term, "school districts," shall include charter schools. The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored building-specific crisis management plans for each school building in the school district, and sections or procedures may be added or deleted in those crisis management plans based on building needs.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their building-specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator can tailor a building-specific crisis management plan to meet that building's specific situation and needs.

The school district's administration and/or the administration of each building shall present tailored building-specific crisis management plans to the school board for review and approval. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Upon approval by the school board, such crisis management plans shall be an addendum to this Crisis Management Policy. This Policy and the plans will be maintained and updated on an annual basis.

B. Elements of the District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating their building-specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency first responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the school district will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in the development of building-specific crisis management plans.

All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

[Note: More specific information on planning for children with special needs can be found in the Comprehensive School Safety Guide (2011 Edition) and United States Department of Education's document entitled, "Practical Information on Crisis Planning, a Guide for Schools and Communities." A website link is provided in the resource section of this Policy.]

- a. Lock-Down Procedures. Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.

[Note: State law requires a minimum of five school lock-down drills each school year. See Minnesota Statutes section Minn. Stat. § 121A.035.]

- b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting

necessary medications for students that take medications during the school day.

[Note: State law requires a minimum of five school fire drills, consistent with ~~Minn. Stat. §~~Minnesota Statutes section 299F.30, and one school tornado drill each school year. See Minnesota Statutes section ~~Minn. Stat. §~~121A.035.]

- c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building-specific crisis management plan.

[Note: The Comprehensive School Safety Guide (2011 Edition) has sample lock-down procedures, evacuation procedures, and sheltering procedures.]

2. Crisis-Specific Procedures. The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

[Note: The Comprehensive School Safety Guide (2011 Edition) includes crisis-specific procedures.]

3. School Emergency Response Teams

- a. Composition. The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator, and his or her alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office, or in a secondary location in single building school districts.

[Note: The Comprehensive School Safety Guide (2011 Edition) has a sample School Emergency Response Team list.]

- b. Leaders. The building administrator or his or her designee will serve as

the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.
2. Students and Parents. Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)

[Note: Evacuation areas at least 50 feet from school buildings are recommended but not mandated by statute or rule. Evacuation areas should be selected based on safety and the individual school site's proximity to streets, traffic patterns, and other hazards.]

2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.

4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with [Minnesota Statutes section Minn. Stat. § 299F.30](#). See [Minnesota Statutes section Minn. Stat. § 121A.035](#).

[Note: The State Fire Marshal advises schools to defer fire drills during the winter months.]

6. A record of fire drills conducted at the building will be maintained in the building administrator's office.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample fire drills schedule and log.]

7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample fire procedure form, evacuation/relocation and student reunification/release procedures, and planning for student reunification.]

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

[Note: For single building school districts, such as charter schools, a secondary location for the diagrams and site plans will be included in the district's Crisis Management Policy and may include filing documents with a charter school sponsor, or compiling facility diagrams and site plans on a CD-Rom and distributing copies to first responders or sharing the documents with first responders during the crisis planning process.]

[Note: To the extent data contained in facility diagrams and site plans constitute security information pursuant to [Minnesota Statutes section Minn. Stat. § 13.37](#), school districts are advised to consult with appropriate officials and/or legal counsel prior to dissemination of the facility diagrams or site plans to anyone other than first responders.]

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office, or at a secondary location for single building school districts, and will be updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific building in need of emergency services.

School district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample Emergency Phone Numbers list.]

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

F. Early School Closure Procedures

The superintendent will make decisions about closing school or buildings as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, provides universal procedures for severe weather shelter.]

G. Media Procedures

The superintendent has the authority and discretion to notify parents or guardians and

the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample Media Procedures form.]

H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. Designate specific rooms as private counseling areas.
3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
4. Prohibit media from interviewing or questioning students or staff.
5. Provide follow-up services to students and staff who receive counseling.
6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

1. Physical/structural recovery.
2. Fiscal recovery.
3. Academic recovery.
4. Social/emotional recovery.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Recovery section, addresses the recovery components in more detail.]

IV. **SAMPLE PROCEDURES INCLUDED IN THIS POLICY**

Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. Additional sample procedures may be found in the Response section of the *Comprehensive School Safety Guide* (2011 Edition). After approval by the school board, an adopted procedure will become an addendum to the Crisis Management Policy.

- A. Fire
- B. Hazardous Materials
- C. Severe Weather: Tornado/Severe Thunderstorm/Flooding
- D. Medical Emergency
- E. Fight/Disturbance
- F. Assault
- G. Intruder
- H. Weapons
- I. Shooting
- J. Hostage
- K. Bomb Threat
- L. Chemical or Biological Threat
- M. Checklist for Telephone Threats
- N. Demonstration
- O. Suicide
- P. Lock-down Procedures
- Q. Shelter-In-Place Procedures
- R. Evacuation/Relocation
- S. Media Procedures
- T. Post-Crisis Procedures
- U. School Emergency Response Team
- V. Emergency Phone Numbers
- W. Highly Contagious Serious Illness or Pandemic Flu

V. MISCELLANEOUS PROCEDURES

- A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

[Note: School buildings must maintain Material Safety Data Sheets (M.S.D.S.) for all chemicals on campus. State law, federal law, and OSHA require that

pertinent staff have access to M.S.D.S. in the event of a chemical accident.]

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school buildings. See MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites).

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

[Note: The Every Student Succeeds Act, 20 United States Code section U.S.C. § 6301, et seq.; Title IX, 20 United States Code section U.S.C. § 1681, et seq.; and the Unsafe School Choice Option, 20 United States Code section U.S.C. § 7912, require school districts to establish such transfer procedures.]

D. Radiological Emergencies at Nuclear Generating Plants [OPTIONAL]

School districts within a 10--mile radius of the Monticello or Prairie Island nuclear power plants will implement crisis plans in the event of an accident or incident at the power plant.

Questions relative to the creation or implementation of such plans will be directed to the Minnesota Department of Public Safety.

Legal References:

Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)
Minn. Rules Ch. 7511 (Fire CodeSafety)
20 U.S.C. § 1681, et seq. (Title IX)
20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 et seq. (Disaster Relief and Emergency Assistance)

Cross References:

MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
<https://dps.mn.gov/divisions/hsem/mn-school-safety->

[center/Documents/Comprehensive%20School%20Safety%20Guide.pdf](#)

SCHOOL BUS TRANSPORTATION CONTRACT
Pipestone Area Schools, I.S.D. #2689

THIS AGREEMENT made and entered this 22nd day of August 2022 by and between I.S.D. No. 2689, Pipestone Area Schools of Pipestone County, Minnesota, hereinafter referred to as "School District", Southwest Minnesota Christian Schools, Edgerton, Minnesota, hereinafter referred to as "Contractor".

For the consideration herein expressed, Contractor agrees with the School District:

1. To transport (public-nonpublic-handicapped-DAC) school pupils, as designated by the School Board, over school bus routes as specified by the School Board, for one round trip per school day to and from the school.
2. To provide transportation equipment which at all times will conform to the minimum standards for conventional school transportation as established by the State Board of Education and the legal requirements of the State of Minnesota; this equipment will initially be as follows (list additional vehicles on the bottom of this sheet):

Year Model	Chassis Make	Body Make	Seat capacity	School Pupils	Route No.
2016	Thomas	SB	77	14	11
2019	International		77	20	6
2019	IC	International	77	8	5

3. To provide currently legally licensed and qualified drivers, who shall have been approved by the School Board, at a regular school board meeting.
4. To provide and keep in force during the term of contract, liability and workmen's compensation insurance protecting pupils and public, and employees, and naming School District as "additional insured", limits of liability insurance shall be \$100,000/\$1,000,000. Copies of insurance policies showing issuance and in force to be immediately furnished to the School Board.
5. Contractor agrees to require all school bus drivers to attend one county or regional school bus drivers' school of instruction and to take all vehicles used for the transportation of pupils to a meeting for inspection when such meeting is called by the State Department of Education; compensation therefore to be not in addition to what is prescribed in paragraph 7.
6. To comply with the rules and regulations relating to school transportation adopted by the State Board of Education and the School Board.
7. It is mutually agreed that the terms of this contract shall be a period of one school year of approximately 174 school days dependent upon weather-related closing, commencing on the 29th day of August, 2022 and ending on the 25th day of May, 2023, for which transportation service the School District agrees to pay and the Contractor agrees to receive the sum of \$3.60 per day/ per student. The Contractor will send a monthly bill with the number of days per month and the number of students per month. If a student leaves school mid-year, the School District will only pay for the days that the student is enrolled.
8. Contractor cannot assign or transfer any part or all of his interest in this contract without the written approval of the School Board of the School District at a regular school board meeting.

IN WITNESS WHEREOF we have hereunto set our hands and seal this 22nd day of August, 2022.

Independent School District No. 2689

Chairman

Clerk

Executed pursuant to resolution of School Board

Southwest Minnesota Christian Schools

Randy D. Biefer Principal

8/11/22 Date

Receipt of executed copy acknowledged

RESOLUTION RELATING TO THE ELECTION OF SCHOOL BOARD MEMBERS
AND CALLING THE SCHOOL DISTRICT GENERAL ELECTION

BE IT RESOLVED by the School Board of Independent School District No. 2689, State of Minnesota as follows:

(a) 1. It is necessary for the school district to hold its general election for the purpose of electing three (3) school board members for terms of four (4) years each.

(b) The clerk shall include on the ballot the names of the individuals who file or have filed affidavits of candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

2. The general election is hereby called and elected to be held in conjunction with the state general election on Tuesday, 8th day of November, 2022.

3. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for this general election are those polling places and precincts or parts of precincts located within the boundaries of the school district and which have been established by the cities or towns located in whole or in part within the school district. The voting hours at those polling places shall be the same as for the state general election.

4. The clerk is hereby authorized and directed to cause written notice of said general election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said election. The notice shall include the date of said general election and the office or offices to be voted on at said general election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

The clerk is hereby authorized and directed to cause notice of said general election to be posted at the administrative offices of the school district at least ten (10) days before the date of said general election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said general election and to cause two sample ballots to be posted in each polling place on Election Day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballots used in that polling place.

The clerk is hereby authorized and directed to cause notice of said general election to be published in the official newspaper of the school district for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election.

The notice of election so posted and published shall state the offices to be filled set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

The clerk is authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place on Election Day.

5. The clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this election, and generally to cooperate with election authorities conducting other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate election officials regarding preparation and distribution of ballots, election administration and cost sharing.

6. The clerk is further authorized and directed to cause or to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system.