

**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138  
 NORTH BRANCH AREA EDUCATION CENTER, BOARD ROOM, ROOM C120  
 38705 GRAND AVENUE  
 NORTH BRANCH, MN 55056  
 REGULAR SCHOOL BOARD MEETING  
 JUNE 13, 2024  
 5:45 PM**

**AGENDA**

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Approval of Agenda
- V. Superintendent’s Report 5
- VI. Removal of Consent Items for Discussion
- VII. Approval of Consent Items
  - A. Minutes of May 9, 2024 Policy Committee Meeting 13
  - B. Minutes of May 9, 2024 Regular School Board Meeting 15
  - C. Minutes of May 23, 2024 Work Session 22
  - D. Authorization of Payments, Transfers, and Investment Activity 24
  - E. Personnel
    - 1. Tammie Arnt, resignation effective June 6, 2024, as Lunchroom Assistant at North Branch Area Middle School
    - 2. Elizabeth Budahn, resignation effective at the end of the 2023-24 school year, as Vocal Music Teacher at North Branch Area Middle School and North Branch Area High School
    - 3. Annetta Dickman, resignation effective at the end of the 2023-24 school year, as English/Language Arts Teacher at North Branch Area High School
    - 4. Paul Johnson, resignation effective at the end of the 2023-24 school year, as JROTC Instructor at North Branch Area High School
    - 5. Brittney Kemi, resignation effective at the end of the 2023-24 school year, as Elementary Teacher at Sunrise River Elementary School
    - 6. Lorri Peterson, resignation effective June 6, 2024, as Lunchroom/Playground Assistant at Sunrise River Elementary School
    - 7. Sophia Houle, leave request from approximately September 7, 2024, through December 1, 2024, as Community Education Early Childhood Instructor at North Branch Area Education Center
    - 8. Patrick Tepoorten, leave request May 21, 2024 through June 30, 2024, as Community Relations Coordinator/Grant Writer at North Branch Area Public Schools
    - 9. Ramona Wideen, extension of leave request effective June 10, 2024 through July 17, 2024, as Lead Custodian at Sunrise River Elementary School

10. Kristin Mayne, end of one-year contract effective June 7, 2024, as Tier 1 and Tier 2 FACS/Work Based Learning Teacher at North Branch Area High School
  11. Britta Anderson, MS, Step 3, beginning with the 2024-25 school year, as Speech Language Pathologist at Sunrise River Elementary School
  12. Lily Anderson, BS, Step 4, beginning with the 2024-25 school year, as Elementary Teacher at Sunrise River Elementary School
  13. Michele Anderson, MA, Step 17, one-year contract for 2024-25 for a Tier 1 License, as SPED Teacher at North Branch Area High School
  14. Natalie Bristol, MA, Step 2, beginning with the 2024-25 school year, as Elementary Teacher at Sunrise River Elementary School
  15. Andrea DeSmet, BS, Step 13, change from 0.5 FTE to 1.0 FTE beginning with the 2024-25 school year, as Elementary Teacher at Sunrise River Elementary School
  16. Allison Glenna, BS, Step 1, beginning with the 2024-25 school year, as Elementary Teacher at Sunrise River Elementary School
  17. Jon Griffith, BS, Step 1, one-year contract for 2024-25 for a Tier 1 License, as SPED Teacher at North Branch Area High School
  18. Raedean Halverson, BS, Step 5, one-year contract for 2024-25 for a Tier 1 License, as Math Teacher at North Branch Area Middle School
  19. Jules Horsfall, BS, Step 1, beginning with the 2024-25 school year, as Social Studies Teacher at North Branch Area Middle School
  20. Charles Linder, BA, Step 3, one-year contract for 2024-25 for a Tier 1 License, as SPED Teacher at North Branch Area High School
  21. Emily Miller, BA, Step 2, beginning with the 2024-25 school year, as Math Teacher at North Branch Area High School
  22. Whitney Murphy, BS, Step 4, one-year contract for 2024-25 for a Tier 2 License, as SPED Teacher at North Branch Area High School
  23. Rebekah Towns, BA, Step 1, beginning with the 2024-25 school year, as Elementary Teacher at Sunrise River Elementary School
  24. Nancy Hackler, employment effective April 30, 2024, as Lunchroom Assistant at North Branch Area Middle School
  25. Leah Kent, employment effective May 20, 2024, as School Age Care Adult Assistant at North Branch Area Education Center
  26. Cynthia Scheele, position change effective June 10, 2024, from School Age Care Senior Adult Assistant to Youth Connections Program Manager at North Branch Area Education Center
  27. Tonia Mattson, termination effective June 6, 2024, as SPED Assistant and Lunchroom/Playground Assistant at North Branch Area Education Center
  28. Separation Agreement and Acceptance of Resignation
- F. Contract Between Independent School District No. 138, North Branch and Therapeutic Services Agency, Inc. (TSA) beginning July 1, 2024 to June 30, 2026 for the Employment of Jennifer Hesli, School Support Specialist
- G. Policies
1. Policy 211 - Criminal or Civil Action Against School District, School Board Member, Employee, or Student (No MSBA changes) 25
  2. Policy 212 - School Board Member Development (MSBA changes in Legal References) 29

3. Policy 213 - School Board Committees (No MSBA changes)	30
4. Policy 214 - Out-of-State Travel by School Board Members (MSBA changes)	32
H. Acceptance of Donations	34
Minnesota Statute 123B.02 permits school boards to "...receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, and for the benefit of pupils thereof."	

Therefore, the Superintendent recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 138 that the School Board accept with appreciation the following contributions and permit their use as designated by the donors.

VIII. <b>Open Mic:</b> Open mic is a time for public comment. However, it is not a means to have issues added to this evening's agenda. It is also not a means to discuss specific individuals negatively in public, either by name or position. If you would like district follow up to comments, please leave appropriate contact information on the open mic sign-in sheet. Please limit your comments to three minutes.	
IX. Old Business	
A. Consider Second Reading of the Following Policies	
1. Policy 102 - Equal Educational Opportunity (MSBA changes)	35
2. Policy 410 - Family and Medical Leave Policy (Annual Review, MSBA changes)	37
3. Policy 616 - School District System Accountability (Annual Review; MSBA changes)	45
X. New Business	
A. 2023-24 School Goals and Q Comp Report	50
B. Consider Revisions to the 2023-24 Budget and Adoption of 2024-25 Budget	63
C. Consider Approval of the Long-Term Facilities Maintenance Plan	68
D. Consider Student Fees for 2024-25	
E. Consider Resolution Approving Long-term Facility Maintenance Program Budget and Authorizing the Inclusion of a Proportionate Share of those Projects in the District's Application for Fiscal Year 2026 Long-term Facility Maintenance Revenue	73
F. Consider Lease and Premises Use Agreement Between St. Croix River Education District (SCRED) and Independent School District No. 138 Commencing on July 1, 2024 and Ending on June 30, 2025	79
G. Consider Resolution Establishing Dates for Filing Affidavits of Candidacy	89
H. Consider Resolution Establishing Procedures for the Counting of Write-in Votes for School Board Elections	93
I. Consider Resolution Certifying the Population Estimate for the 2024 Payable 2025 Levy of Independent School District #138	96
J. Consider Renewal of Membership in Minnesota School Boards Association (MSBA) \$11,293.00	97

K.	Consider Renewal of Membership in Minnesota Rural Education Association (MREA) for 2024-25 - \$2,500.00	100
L.	Consider Renewal of Membership in Schools for Equity in Education (SEE) for 2024-25 - \$4,000.00	102
M.	Consider Request to Bid for Garbage Services	
N.	Consider Request to Bid for Fuel and Gasoline	
O.	Consider Lead in Water Management Plan	106
P.	Consider First Reading of the Following Policies	
	1. Policy 524 - Internet Acceptable Use and Safety Policy	127
	2. Policy 606 - Textbooks and Instructional Materials (Minor MSBA changes)	139
XI.	Addendum	
XII.	Information	
XIII.	Board Requests	
XIV.	Committee Reports	
XV.	Dates to Remember	
	A. Tuesday, June 18, 2024, Negotiations Committee Meeting, 3:30 pm; North Branch Area Education Center	
	B. Tuesday, June 18, 2024, NBSSA Negotiations Session, 4:00 pm, North Branch Area Education Center	
	C. Thursday, July 11, 2024, Policy Committee Meeting, 4:30 pm, North Branch Area Education Center, Conference Room, B122	
	D. Thursday, July 11, 2024, Regular School Board Meeting, 5:30 pm, North Branch Area Education Center, Boardroom, Room C120	
XVI.	Adjournment	

# Superintendent Update

June 12, 2024

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# At the forefront of educational excellence



## **WHAT WE INTEND TO CREATE**

*Inspire dreams,  
build integrity and  
instill hope*

*in our students, our staff, our families and our communities.*

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## **OUR PURPOSE**

Partner with students, staff, families and communities  
to challenge all students  
to achieve their greatest potential and  
become informed and engaged citizens.

# Viking Spotlight: Arle Chambers



## BY THE NUMBERS

Years of Service to NBAPS **13**

Number of board members served over the years **20**

How many policies has she supported us

**100s**

Number of times she has gone above and beyond the call of duty to support our work

**Countless**



# Internet Acceptable Use Policy- Cell Phones



1. Discussion and feedback from the January NBAPS Strategic Advisory
2. Met with student groups from the Middle School, High School, and Norse Area Learning Center
3. Surveyed teachers at the Middle School, High School, and Norse Area Learning Center
4. Presented findings at the April School Board Worksession
5. Discussion and Feedback May NBAPS Strategic Planning Advisory
6. Working Group Meetings 1 and 2
7. Policy Committee Meeting - June 13th
8. School Board First Reading- June 13th

# High School Science Review



## Quality Resource aligning with priorities

- Aligning with MN Standards adoption
- Resource Review Process - Invited five companies to present to team
- Based on scores - Focused on two companies

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## Community Engagement

- NBAPS Strategic Advisory Committee provided feedback on StemScopes Curriculum for implementation in 2024-2025
- Thank you to Director of Teaching and Learning David Treichel, Instructional Coach Dr. Theresa Anderson, and Teacher Leader Mary Christoperson for leading the Science Standards table discussions.

# Viking Innovation



Licensure Area	Stage	Participants
Early Childhood- Grade 3 Licensure	Fall Implementation	Partnership with Childcare Aware, MN 3 Apprentices 3 Journey Teachers Pre-apprentice opportunities
Secondary Math Licensure	Planning	Partnership with Concordia St. Paul Pre-Apprenticeship Opportunities in Fall connected to Student Teaching in Spring
K-12 SPED- ABS Licensure	Fall Implementation	Partnership with Mankato State University 7 NBAPS Apprentices 7 Journey Teachers Pre-apprentice opportunities
SPED- Tier 3-4 Licensure	Fall implementation	Opportunity through Resource Training and Solutions 4 Tier 1 NBAPS SPED Teachers funded through grant to get Tier 3-4 Licensure
SPED- PASS- IT Licensure	Fall implementation	Opportunity through Minnesota State- Mankato State Current Tier 3-4 teacher adding SPED Licensure; Mankato State Grant Program

# Chisago County and Community Partner Connections



Purpose: Aligning resources to better serve students and families

Collaboration resulting in additional services for NBAPS students and families:

- Chisago County Children's Collaborative- Every Day Matters Attendance Program to add Educational Engagement Resource Coach
- Chisago County Opioid Action Council- Two grants submitted to provide proactive supports for students grades 6-12
- Chisago County Mobilizing for Action through Planning and Partnerships (MAPP) Committee- Community Health Navigator supporting high school families this summer



**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138**  
**NORTH BRANCH AREA EDUCATION CENTER, ROOM B122**  
**POLICY COMMITTEE MEETING**  
**May 9, 2024**

The Policy Committee met on Thursday, May 9, 2024 at 4:30 p.m. in Room B122 at the North Branch Area Education Center.

Members in Attendance: Tim MacMillan, Sarah Grovender, Heather Naegele, Superintendent Paul, David Treichel, Todd Tetzlaff, and Arle Chambers

**Policies Discussed for Consent Agenda**

Policy 206-NB - Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations (Review only, No MSBA changes)

Policy 206-NB will be pulled off tonight's consent agenda for further review with the Policy Committee.

Policy 207 - Public Hearings (Minor MSBA changes)

Policy 207 was reviewed and will be on tonight's consent agenda for approval.

Policy 209-NB - School Board Code of Ethics (Review only, No MSBA changes)

Policy 209-NB will be pulled off tonight's consent agenda for further review with the Policy Committee.

Policy 210 - Conflict of Interest - School Board Members (Review only, No MSBA changes)

Policy 210 will be pulled off tonight's consent agenda for further review with the Policy Committee.

**Policies Following Regular Review Process**

Policy 506-NB - Student Discipline

Policy 506-NB was discussed regarding a language change. Legal counsel was consulted and was advised to keep the language as is.

Policy 524 - Internet Acceptable Use and Safety Policy (Annual Review, MSBA changes)

Policy 524 was discussed and will be reviewed for further input before coming back to the Policy Committee.

Policy 606 - Textbooks and Instructional Materials (Minor MSBA changes)

Policy 606 was discussed and will be presented at the June 13 regular board meeting for a first reading.

Policy 606.5 - Library Materials (New MSBA policy and Form)

Policy 606.5 was discussed and will be reviewed for further input before coming back to the Policy Committee.

The meeting concluded at 5:22 p.m.

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Heather Naegele, Clerk  
(Unapproved)

**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138  
REGULAR SCHOOL BOARD MEETING  
NORTH BRANCH AREA EDUCATION CENTER, BOARDROOM  
MAY 9, 2024**

The School Board of Independent School District 138 met in regular session on Thursday, May 9, 2024, at 5:30 p.m. in the Boardroom at the North Branch Area Education Center.

Chair MacMillan called the meeting to order.

Roll Call: Tim MacMillan, Sarah Grovender, Heather Naegele (via remote), Adam Trampe, Shelly Johnson, and Superintendent Paul

Absent: Jesse LaValla

Others in Attendance:

Denise Martin, Molly Whelan, John Wagner, Kindra Helin, Clint Link, Angela Tveit, Amanda Cook, Becky Leuer, Samantha Nuthak, Max Anderson, Laura Long, David Treichel, Todd Tetzlaff, Pat Tepoorten, and Arle Chambers

The Pledge of Allegiance was said by all.

Approval of Agenda:

Moved by Grovender, seconded by Trampe and carried unanimously to approve the agenda with the removal of the following consent items: G.-1. – Policy 206-NB, G.-3. - Policy 209, and G.-4 – Policy 210.

**SUPERINTENDENT’S REPORT**

The following Advisor’s presented information on their programs:

Angela Tviet - FRC Robotics Advisor  
Amanda Cook - FFA Advisor  
Becky Leuer - FTC Robotics Advisor  
Samantha Nuthak - Knowledge Bowl Advisor  
Max Anderson - Speech Advisor  
Laura Long - Theatre Advisor

Kindra Helin, Director of Activities, gave updates on behalf of the advisors for the ProStart and DECA programs.

Superintendent Paul reported that Sunrise River Elementary School has been named a PLTW Distinguished Launch School for 2023-24 for their commitment to increasing student access, engagement, and achievement in their Project Lead the Way programs.

She also mentioned appreciation of Vikings staff, the Designer Purse and Yeti Bingo event, Walk and Roll to School, which was held on May 8, and Community Service Day scheduled for May 23.

### **CONSENT ITEMS**

Moved by Trampe, seconded by Grovender and carried unanimously to approve the consent agenda.

- A. Minutes of April 11, 2024 Policy Committee Meeting
- B. Minutes of April 11, 2024 Regular School Board Meeting
- C. Minutes of April 25, 2024 Work Session
- D. Authorization of Payments, Transfers, and Investment Activity
  - Accounts Payable, Bank 07 – \$1,268,944.50
  - Auxiliary, Bank 12 - \$9,477.49
  - Payroll, Bank 13 - \$1,977,471.12
  - Scholarship, Bank 18 - \$3,500.00
  - High School Student Activities, Bank 31 - \$13,163.77
  - Middle School Student Activities, Bank 32 - \$0.00

### E. Personnel

1. Arle Chambers, retirement effective July 5, 2024, as Administrative Assistant at North Branch Area Public Schools
2. Amelia Fiedler, resignation effective at the end of the 2023-24 school year, as Speech Language Pathologist at Sunrise River Elementary School
3. Chloe Moline, resignation effective June 6, 2024, as SPED Assistant at Sunrise River Elementary School
4. Erin Theobald, resignation effective at the end of the 2023-24 school year, as Math Teacher at North Branch Area High School
5. Jeanne Degerstrom, leave request effective May 6, 2024 through the remainder of the 2023-24 school year, as ADSIS Teacher at Sunrise River Elementary School
6. Jessica Konrad, leave request from approximately September 9, 2024, through December 6, 2024, as Social Studies Teacher at North Branch Area High School

7. Lisa Olivo, leave request effective approximately May 29, 2024, through the remainder of the 2023-24 school year, as SPED Assistant at Life Work Center
8. Ramona Wideen, extension of leave request effective April 24, 2024, through June 9, 2024, as Lead Custodian at Sunrise River Elementary School
9. Megan Carlson, BS, Step 1, beginning with the 2024-25 school year, as Elementary Teacher at Sunrise River Elementary School
10. Samantha Hoffman, BS, Step 1, for the 2024-25 school year only, as SPED Teacher at Sunrise River Elementary School
11. Jennifer Seekon, MS+45, Step 6, beginning with the 2024-25 school year, as SPED Teacher at Sunrise River Elementary School
12. Emily Striefel, MA, Step 8, beginning with the 2024-25 school year, as Agriculture Teacher at North Branch Area Middle School and Norse Area Learning Center
13. Jessica Waukazo, employment effective April 2, 2024, as SPED Assistant at North Branch Area Middle School
14. Tabitha Prouty, position change effective April 29, 2024, from Lunchroom/Playground Assistant to SPED Assistant at North Branch Area Education Center
15. Nicole Wallgren, position change effective April 16, 2024, from Early Childhood Assistant and School Age Care Adult Assistant to Office Clerk at North Branch Area Education Center
16. Simone Collins-Goodwin, BS+15, Step 1, position change from 0.5 FTE to 0.63 FTE effective April 30, 2024 through the remainder of the 2023-24 school year, as Health/ADSIS Teacher at North Branch Area High School
17. 2023-24 Extra Curricular Spring Coach Position
  - a. Tammi Minke, Class 5, Step 4, as Assistant Coach for Golf
18. 2023-24 Activity Advisor Positions
  - a. Jay Schueller, Class 9, Step 7, as Spring Musical Tech Booth (lights and sound)
  - b. Jay Schueller, Class 9, Step 7, as Spring Musical Set Construction

F. Tenure of the Following Teachers

1. Theresa Anderson - Instructional Strategies Coach - North Branch Area High School

2. Elizabeth Budahn - Choir Teacher - North Branch Area Middle School and North Branch Area High School
3. Amanda Cook - Agriculture Teacher - North Branch Area Middle School and North Branch Area High School
4. Annetta Dickman - English/Language Arts Teacher - North Branch Area High School
5. Jennifer Gibbs - Elementary Teacher - Sunrise River Elementary School
6. Alan Grund - Elementary Teacher - Sunrise River Elementary School and North Branch Area Education Center
7. Jessica Konrad - Social Studies Teacher - North Branch Area High School
8. Joseph Lattimore - Due Process Lead Teacher (TOSA) - North Branch Area Middle School
9. Rachel Mellem - Elementary Teacher - Sunrise River Elementary Teacher
10. Stephanie Mohs - SPED Teacher - North Branch Area Middle School
11. Taylor Neil - Elementary Music Teacher - Sunrise River Elementary School and North Branch Area Education Center
12. Alyssa Nelson - SPED Teacher - North Branch Area High School
13. Samantha Nuthak - Spanish Teacher - North Branch Area Middle School and North Branch Area High School
14. Rebecca Peters - Elementary Teacher - Sunrise River Elementary School
15. Natalie Sandstrom - Elementary Teacher - Sunrise River Elementary School
16. Erin Theobald - Math Teacher - North Branch Area High School
17. Amber VanHorn - Elementary Teacher - Sunrise River Elementary School

G. Policies

1. Policy 207 - Public Hearings (Minor MSBA changes)

## H. Acceptance of Donations

Date	Donation From	Donation To	Amount	Use
4/4/24	Robert and Kelly Doohen	NBHS Scholarship A/C	\$500.00	Scholarship Donation
4/4/24	Plastic Products Co., Inc. – Lindstrom, MN	NBHS Athletics	\$1,000.00	FRC Program Donation
4/4/24	Stacy Lent Fire Dept. Relief Assn. – Stacy, MN	NBHS Athletics	\$250.00	FRC Program Donation
4/4/24	John and Charles Riehle – Woodbury, MN	NBHS Athletics	\$100.00	FTC Program Donation
4/4/24	The Donaldson Foundation – Minneapolis, MN	NBHS Athletics	\$1,000.00	FRC Program Donation
4/5/24	Kwik Trip – La Crosse, WI	Sunrise River Elem/Ed Center	\$250.00	Boosterthon Fun Run Sponsor
4/5/24	North Branch Chevrolet – NB, MN	Sunrise River Elem/Ed Center	\$250.00	Boosterthon Fun Run Sponsor
4/5/24	Peterson's North Branch Mill – NB, MN	Sunrise River Elem/Ed Center	\$500.00	Boosterthon Fun Run Sponsor
4/11/24	Stacy Lions Club – Stacy, MN	NBHS Scholarship A/C	\$7,000.00	Scholarship Donation
4/11/24	Vikings Boys Basketball Assoc. – NB, MN	NBHS Scholarship A/C	\$1,000.00	Scholarship Donation
4/12/24	Anderson & Koch Ford – NB, MN	Community Ed	\$200.00	Concerts in the Park Donation
4/12/24	Anderson Landscaping – NB, MN	Sunrise River Elem/Ed Center	\$1,000.00	Boosterthon Fun Run Sponsor
4/12/24	Empire Insurance Group – NB, MN	Sunrise River Elem/Ed Center	\$500.00	Boosterthon Fun Run Sponsor
4/12/24	NB Lions Club – NB, MN	Community Ed	\$500.00	Concerts in the Park Donation
4/12/24	North Branch DQ Grill & Chill – NB, MN	Sunrise River Elem/Ed Center	\$500.00	Boosterthon Fun Run Sponsor
4/12/24	Perrault Chiropractic & Acupuncture – NB, MN	Sunrise River Elem/Ed Center	\$250.00	Boosterthon Fun Run Sponsor
4/18/24	Chisago County Pheasants Forever – Stacy, MN	NBHS Athletics	\$1,000.00	Clay Target Program Donation
4/18/24	Julie Cooley – Ham Lake, MN	NBHS Athletics	\$100.00	DECA Nationals Donation
4/18/24	Cresco Process Systems – Minnetonka, MN	NBHS Athletics	\$1,500.00	FRC Program Donation
4/18/24	H & L Machine, LLC – Chisago City, MN	NBHS Athletics	\$300.00	FRC Program Donation
4/18/24	Lakes Region EMS, Inc. – NB, MN	NBHS Athletics	\$500.00	FRC Program Donation
4/18/24	Main Street Ace Hardware – NB, MN	NBHS Athletics	\$50.00	DECA Nationals Donation
4/18/24	NB Area Hockey Assoc. – NB, MN	NBHS Scholarship A/C	\$1,000.00	Scholarship Donation
4/18/24	North Branch Education Association – NB, MN	NBHS Scholarship A/C	\$1,000.00	Scholarship Donation
4/18/24	North Branch Dental – NB, MN	NBHS Athletics	\$100.00	DECA Nationals Donation
4/18/24	North Branch Fire Relief Assoc. – NB, MN	NBHS Athletics	\$500.00	FRC Program Donation
4/18/24	Kim Theis – NB, MN	NBHS Athletics	\$200.00	DECA Nationals Donation
4/18/24	Richard and Connie Theis – Vadnais Heights, MN	NBHS Athletics	\$100.00	DECA Nationals Donation
4/19/24	Grandstrand Funeral Homes – NB, MN	NBHS	\$100.00	Career Day Donation
4/19/24	L J Level Construction, Inc. – Isanti, MN	NBHS	\$100.00	Career Day Donation
4/19/24	Preferred Tool, LLC – Hugo, MN	NBHS	\$100.00	Career Day Donation
4/24/24	North Branch Area Chamber of Commerce – NB, MN	NBHS Scholarship A/C	\$500.00	Scholarship Donation
4/24/24	Sons of the American Legion #85 – NB, MN	NBHS Scholarship A/C	\$2,000.00	Scholarship Donation
4/25/24	Neighborhood National Bank – NB, MN	Sunrise River Elem/Ed Center	\$250.00	Boosterthon Fun Run Sponsor
4/25/24	The Hungry Farmer Meat Co. – NB, MN	Sunrise River Elem/Ed Center	\$500.00	Boosterthon Fun Run Sponsor
4/29/24	Clear Creek Dental, LLC – NB, MN	NBHS Scholarship A/C	\$500.00	Scholarship Donation
4/29/24	East Central Energy – Braham, MN	NBHS Scholarship A/C	\$4,500.00	Scholarship Donation
4/29/24	Neighborhood National Bank – NB, MN	NBHS Scholarship A/C	\$500.00	Scholarship Donation
4/29/24	Revive Chiropractic – NB, MN	NBHS Athletics	\$100.00	Sports Physical – Track Program
			<b>TOTAL</b>	<b>\$30,300.00</b>

### **OPEN MIC**

No one signed up for open mic.

### **OLD BUSINESS**

#### **A. Approval of Second Reading of the Following Policies**

Moved by Grovender, seconded by Trampe and carried unanimously to approve the second reading of the following policies:

1. Policy 413 - Harassment and Violence (Annual Review, No MSBA changes))
2. Policy 414 - Mandated Reporting of Child Neglect or Physical or Sexual Abuse (Annual Review, No MSBA changes)

3. Policy 415 - Mandated Reporting of Maltreatment of Vulnerable Adults (Annual Review, No MSBA changes)
4. Policy 522 - Title IX Sex Nondiscrimination Policy; Grievance Procedure and Process (Annual Review, No MSBA changes)

### **NEW BUSINESS**

- A. Approval of 2024-25 Activity Workers' Rates of Pay  
Moved by Trampe, seconded by Grovender and carried unanimously to approve the 2024-25 Activity Workers' Rates of Pay.
- B. Approval of Setting June 13, 2024 at 5:30 p.m. for Public Hearing on Student Fees  
Motion by Grovender, seconded by Johnson and carried unanimously to set June 13, 2024 at 5:30 p.m. for a Public Hearing on Student Fees.
- C. Approval of Lease and Premises Use Agreement Between St. Croix River Education District (SCRED) and Independent School District No. 138 Commencing on July 1, 2024 and Ending on June 30, 2025  
Moved by MacMillan, seconded by Grovender and carried unanimously to table this agenda item until the June 13 board meeting.
- D. Approval of First Reading of the Following Policies  
Moved by Trampe, seconded by Johnson and carried unanimously to approve the first reading of the following policies:
  1. Policy 102 - Equal Educational Opportunity (MSBA changes)
  2. Policy 410 - Family and Medical Leave Policy (Annual Review, MSBA changes)
  3. Policy 616 - School District System Accountability (Annual Review; MSBA changes)

### **INFORMATION**

The board reviewed the fundraising reports for Early Childhood, Sunrise River Elementary School, North Branch Area Middle School, and the North Branch Area High School Activities from November 1, 2023 through April 30, 2024.

### **BOARD REQUESTS**

None

### **COMMITTEE REPORTS**

None

## **DATES TO REMEMBER**

- A. Thursday, May 23, 2024, School Board Work Session, 5:30 pm, North Branch Area Education Center, Boardroom, Room C120
- B. Thursday, May 30, 2024, Life Work Center Graduation and Awards Ceremony, 6:00 pm, North Branch High School Edelstein Auditorium
- C. Wednesday, June 5, 2024, Negotiations Committee Meeting, 8:00 am, North Branch Area Education Center
- D. Wednesday, June 5, 2024, Custodian Mediation Session, 9:00 am, North Branch Area Education Center
- E. Thursday, June 6, 2024, Last Day of School for Students
- F. Friday, June 7, 2024, End of Year Staff Breakfast, North Branch Area High School, Commons Area, Coffee at 7:15 am; Recognition Program at 7:30 am
- G. Sunday, June 9, 2024, Graduation of the Class of 2024, 2:00 pm, North Branch Area High School
- H. Thursday, June 13, 2024, Public Hearing on Student Fees, 5:30 pm, North Branch Area Education Center, Boardroom, Room C120
- I. Thursday, June 13, 2024, Regular School Board Meeting, beginning immediately after the Public Hearing, North Branch Area Education Center, Boardroom, Room C120
- J. Thursday, June 13, 2024, School Board Retreat, following the Regular School Board Meeting, North Branch Area Education Center, Boardroom, Room C120

### **Adjournment**

Moved by Grovender, seconded by Trampe and carried unanimously to adjourn the regular meeting at 6:43 pm.

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Heather Naegele, Clerk  
(Unapproved)

**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138  
NORTH BRANCH AREA EDUCATION CENTER, BOARDROOM  
SCHOOL BOARD WORKING SESSION  
May 23, 2024**

The School Board of Independent School District 138 met in a Working Session on Thursday, May 23, 2024, at 5:30 p.m. in the Boardroom at the North Branch Area Education Center.

Chair MacMillan called the meeting to order.

Roll Call: Tim MacMillan, Sarah Grovender, Heather Naegele, Jesse LaValla (arrived at 5:39 pm), Adam Trampe, Shelly Johnson, and Superintendent Paul

Others in Attendance:

Darin Marcussen, David Treichel, Todd Tetzlaff, and Arle Chambers

The Pledge of Allegiance was said by all.

Work Session Topics

Superintendent's Report

Superintendent Paul reported that the Adaptive Bowling Team took 3<sup>rd</sup> place at state, and \$169,000 of local scholarships was awarded to the Class of 2024 on Scholarship night, which was held on May 15.

She also talked about Chisago County connections, reported there was a three-hour bus tour on May 11 with representatives from the City, School Board, and Chisago County, and mentioned that North Branch Area Public Schools received grant funding from the MN Department of Labor and Industry in the amount of \$100,000.

Gifted and Talented Program Review

David Treichel, Director of Teaching and Learning, presented information on the Gifted and Talented program at the elementary, middle school, and the high school. He spoke on goal areas, areas of strength and growth, improvement strategies, and financial considerations.

Proposed Revised FY 2023-24 Budget

Todd Tetzlaff, Director of Finance and Human Resources, presented information on the proposed revised FY 2023-24 budget.

Proposed FY 2024-25 Budget

Director of Finance and Human Resources Todd Tetzlaff presented information on the proposed FY 2024-25 budget.

Proposed FY 2024-25 LTFM Budget

Todd Tetzlaff, Director of Finance and Human Resources, presented information on the proposed FY 2024-25 LTFM budget.

Chair MacMillan adjourned the meeting at 7:24 pm.

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Heather Naegele, Clerk  
(Unapproved)

**ELECTRONIC FUND TRANSFERS  
MAY 2024**

Direct Dep Cks			\$2,005,748.37
ACHS			<u>\$14,715.40</u>
			<b>\$2,020,463.77</b>
Other Electronic Fund Transfers:		5/6/2024	\$66,763.21
Federal/FICA Taxes		5/6/2024	\$110,510.81
(Also reflected in P/R info)		5/20/2024	\$66,004.09
		5/20/2024	<u>\$242,040.82</u>
			<b>\$485,318.93</b>
Minnesota Withholding Taxes		5/6/2024	\$354.30
(Also reflected in P/R info)		5/6/2024	\$625.53
		5/7/2024	\$10,609.75
		5/7/2024	\$19,136.76
		5/21/2024	\$10,369.15
		5/21/2024	<u>\$45,031.36</u>
			<b>\$86,126.85</b>
Economic Service (EBC)		5/6/2024	\$11,754.72
(Also reflected in P/R info)		5/6/2024	\$23,348.99
		5/20/2024	\$11,754.72
		5/20/2024	<u>\$29,120.12</u>
			<b>\$75,978.55</b>
MII LIFE-F S A	PEIP	5/3/2024	\$24.70
	PEIP	5/6/2024	\$39.00
	PEIP	5/13/2024	\$140.00
	PEIP Admin Inv	5/24/2024	\$414.50
	PEIP	5/24/2024	\$18.55
	PEIP	5/28/2024	\$335.56
	PEIP	5/29/2024	<u>\$35.22</u>
			<b>\$1,007.53</b>
MII LIFE-M S A		5/6/2024	\$1,344.96
		5/6/2024	\$6,877.96
		5/20/2024	\$944.96
		5/20/2024	<u>\$6,477.96</u>
			<b>\$15,645.84</b>
Minnesota Teachers Retirement		5/3/2024	\$9,761.70
		5/3/2024	\$77,939.52
		5/17/2024	\$9,962.74
		5/17/2024	\$149,175.96
		5/31/2024	\$9,839.68
		5/31/2024	<u>\$94,093.91</u>
			<b>\$350,773.51</b>
PERA		5/3/2024	\$35,170.54
		5/17/2024	\$34,674.39
		5/31/2024	<u>\$34,845.69</u>
			<b>\$104,690.62</b>
Delta Dental Plan		5/21/2024	<b>\$19,914.78</b>
MN Sales Tax		5/20/2024	<b>\$72.00</b>

# SCHOOL BOARD

## Criminal or Civil Action Against School District, School Board Member, Employee, or Student

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### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. CIVIL ACTIONS

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

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 and to the Family Educational Rights and Privacy Act, 20 United States Code § 1232g, and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data,

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North Branch Independent School District No. 138: Policy #211

**Adopted:** 7/14/16

**Replaced:**

**Revised:** 5/9/19, 8/11/22

**Effective:** 7/14/16, 5/9/19, 8/11/22

## SCHOOL BOARD

### Criminal or Civil Action Against School District, School Board Member, Employee, or Student

211

to the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

D. Service of Subpoenas

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

E. Leave to Testify

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

#### IV. CRIMINAL CHARGES OR CONDUCT

A. Employees

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

B. Students

The school district has an interest in maintaining a safe and healthful environment and in

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North Branch Independent School District No. 138: Policy #211

**Adopted:** 7/14/16

**Replaced:**

**Revised:** 5/9/19, 8/11/22

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## SCHOOL BOARD

### Criminal or Civil Action Against School District, School Board Member, Employee, or Student

211

preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

#### C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.
2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minnesota Statutes section 260E.22 ), or as otherwise determined in consultation with the parent or guardian.

#### D. Data Practices

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

#### V. STATEMENTS WHEN LITIGATION IS PENDING

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

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)  
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)  
Minn. Stat. § 260E.22 (Interviews)  
Minn. Stat. § 466.07, Subd. 1 (Indemnification)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)

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North Branch Independent School District No. 138: Policy #211

**Adopted:** 7/14/16

**Replaced:**

**Revised:** 5/9/19, 8/11/22

**Effective:** 7/14/16, 5/9/19, 8/11/22

## SCHOOL BOARD

### Criminal or Civil Action Against School District, School Board Member, Employee, or Student

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Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)  
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)  
*Dypress v. School Committee of Boston*, 446 N.E.2d 1099 (Mass. App. Ct. 1983)  
*Wood v. Strickland*, 420 U.S. 308(1975)

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

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#### North Branch Independent School District No. 138: Policy #211

**Adopted:** 7/14/16

**Replaced:**

**Revised:** 5/9/19, 8/11/22

**Effective:** 7/14/16, 5/9/19, 8/11/22

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 212

Orig. 1995

Revised: \_\_\_\_\_

Rev. 202205

## 212 SCHOOL BOARD MEMBER DEVELOPMENT

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

**Legal References:** Minn. Stat. § 123B.09, Subd. 2 ([Boards of Independent School Districts School Board Member Training](#))

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

# SCHOOL BOARD

## School Board Committees

213

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. APPOINTMENT OF COMMITTEES

- A. The school board hereby appoints the following standing committees:
  - 1. OPEB.
  - 2. Policy.
  - 3. Negotiations Committee(s) for various employee groups.

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North Branch Independent School District No. 138: Policy #213

**Adopted:** July 14, 2016

**Replaced:** Policy 8120, 9130, 9140

**Revised:**

**Effective:** July 14, 2016

# SCHOOL BOARD

## School Board Committees

213

- B. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, the term and the charge or mission of each such committee.
- C. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

#### IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

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

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

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

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 214

Orig. 2005

Revised: \_\_\_\_\_

Rev. 2009

## **214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS**

***[Note: School districts are required by statute to adopt a policy addressing this issue.]***

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

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

### **III. APPROPRIATE TRAVEL**

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

### **IV. REIMBURSABLE EXPENSES**

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

### **V. REIMBURSEMENT**

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

### **VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES**

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

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

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

MAY 2024

DATE	DONATION FROM	DONATION TO	AMOUNT	USE
5/3/24	Lakes Region EMS, 40245 Fletcher Ave, North Branch, MN 55056	NBHS Scholarship A/C	\$1,000.00	Scholarship Donation
5/3/24	Revive Chiropractic, PO Box 94, North Branch, MN 55056-0094	NBHS Athletics	\$50.00	Adaptive Bowling Program-Sports Physical Donation
5/10/24	American Legion Post #85, PO Box 87, North Branch, MN 55056	NBHS Athletics	\$500.00	DECA Nationals Donation
5/10/24	Anderson & Koch Ford, PO Box 158, North Branch, MN 55056	NBHS Athletics	\$200.00	DECA Nationals Donation
5/10/24	Innovative Design & Engineering, 6202 402nd St, North Branch, MN 55056	NBHS Athletics	\$100.00	DECA Nationals Donation
5/10/24	Prism Design & Embroidery, PO Box 820, North Branch, MN 55056	Sunrise River Elem/ Ed Center	\$500.00	Boosterthon Fun Run Sponsor
5/10/24	Revive Chiropractic, PO Box 94, North Branch, MN 55056-0094	NBHS Athletics	\$100.00	Tennis Program-Sports Physical Donations
5/13/24	Dynamic Fire Protection, Inc., 11300 275th St, Chisago City, MN 55013	Sunrise River Elem/ Ed Center	\$250.00	Boosterthon Fun Run Sponsor
5/13/24	Fairbanks Finishings, 2803 433rd St, Harris, MN 55032	Sunrise River Elem/ Ed Center	\$250.00	Boosterthon Fun Run Sponsor
5/13/24	Jerry's Enterprises, Inc., 5101 Vernon Ave South, Edina, MN 55436	Sunrise River Elem/ Ed Center	\$250.00	Boosterthon Fun Run Sponsor
5/13/24	Mincco Credit Union, 235 1st Ave W., Cambridge, MN 55056	Sunrise River Elem/ Ed Center	\$250.00	Boosterthon Fun Run Sponsor
5/13/24	Olson Power & Equipment, 38560 14th Ave, North Branch, MN 55056	Sunrise River Elem/ Ed Center	\$250.00	Boosterthon Fun Run Sponsor
5/13/24	Pizza Pub of North Branch, 6407 Main St, North Branch, MN 55056	Sunrise River Elem/ Ed Center	\$250.00	Boosterthon Fun Run Sponsor
5/17/24	Anderson & Koch Ford, PO Box 158, North Branch, MN 55056	Sunrise River Elem/ Ed Center	\$750.00	Boosterthon Fun Run Sponsor
5/17/24	North Branch Lions, PO Box 172, North Branch, MN 55056	Sunrise River Elem/ Ed Center	\$750.00	Boosterthon Fun Run Sponsor
5/24/24	Almelund Lions Club, 30619 Shady Ave #154, Shafer, MN 55074	NBHS Scholarship A/C	\$250.00	Scholarship Donation
5/24/24	North Branch Fire Relief Assoc., PO Box 245, North Branch, MN 55056	NBHS Scholarship A/C	\$5,500.00	Scholarship Donation
			<b>\$11,200.00</b>	

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 102

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2023

## 102 EQUAL EDUCATIONAL OPPORTUNITY

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

### 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. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of

competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.

- 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.

**Legal References:** Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
[Minn. Stat. § 121A.04 \(Athletic Programs; Sex Discrimination\)](#)  
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)

**Cross References:**  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

Adopted: \_\_\_\_\_

Revised: \_\_\_\_\_

MSBA/MASA Model Policy 410  
Orig. 1995  
Rev. 2022  
Rev. 2023

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

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the

employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

#### **V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the 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.

4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

**VI. OTHER**

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

**VII. DISSEMINATION OF POLICY**

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

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

**Cross References:** ~~MSBA School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave)~~None

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 616

Orig. 1997

Revised: \_\_\_\_\_

Rev. 2023

## 616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

**[Note: 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 Minnesota Statutes, section 120B.11.]**

### I. PURPOSE

The purpose of this policy is to focus public education strategies on a process 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 requires accountability for the school district. The school district established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also 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.~~

~~BC.~~ "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 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 ~~District~~ NBAPS Strategic(NB)Advisory Committee (~~Worlds Best Workforce Committe~~)NB ~~created under Policy 603 (Curriculum Development)~~ is 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 DistrictNBAPS Strategic(NB) Advisory Committee (WBWF Committee NB) 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 Minnesota Statutes section 123B.147, and teacher evaluations under Minnesota Statutes section 122A.40 or 122A.41.

***[Insert Local Cycle in this space]***

- C. Implementation of Graduation Requirements

1. The DistrictNBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) 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 DistrictNBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) 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 DistrictNBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The DistrictNBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) 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 current achievement growth that show growth relative to 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 [Dec 1] of each year, the DistrictNBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) 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 ~~District~~ NBAPS Strategic (NB) Advisory Committee (WBWF Committee NB), 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.~~](NB), 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 ~~District~~ NBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) shall meet the following criteria:
  - a. The ~~District~~ NBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
  - b. The ~~District~~ NBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) 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 ~~District~~ NBAPS Strategic (NB) Advisory Committee (WBWF Committee NB) in the instruction and curriculum review process. ~~This plan~~ Building site goals (NB) 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 ~~District~~NBAPS Strategic (NB)Advisory Committee(WBWF Committee NB) shall ~~meet the following timeline each year~~ meet at least three times a year (NB):

~~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. (NB)~~

- E. Evaluation of Student Progress Committee. ~~A committee of professional staff Building Leadership Teams(NB) shall develop a plan for assessment of student progress toward Literacy by Grade 3, the Graduation Standards, as well as program evaluation data(NB) for use by the DistrictNBAPS Strategic Advisory Committee(WBWF Committee NB) to review instruction and curriculum, cultural competencies, life skill readiness(NB), including cultural awareness and cross-cultural communication (NB), and student achievement at the school site. This plan Building site plans (NB)-shall annually be approved by the school board.~~

F. Reporting

- 1. Consistent with Minnesota Statutes, section 120B.36, subdivision 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.
3. [The school district must annually report the district's class size ratios by each grade to the commissioner of education in the form and manner specified by the commissioner.](#)
4. [The school district must report whether programs funded with compensatory revenue are consistent with best practices demonstrated to improve student achievement.](#)

**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 and Growth)  
Minn. Stat. § 120B.36 (School Accountability)  
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)  
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class; Definitions)  
Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements)  
Minn. Stat. § 123B.147 (Principals)  
[Minn. Stat. § 126C.12 \(Learning and Development Revenue Amount and Use\)](#)  
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 (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)



**NORTH BRANCH**  
**AREA PUBLIC SCHOOLS**  
**Inspire Dreams, Build Integrity, Instill Hope**

# QCOMP ANNUAL REPORT

NORTH BRANCH AREA PUBLIC SCHOOLS

# Q COMP Overview

There are four components that are reviewed annually. Data is collected by our Q comp sited advisors through surveys and interviews. Themes from teacher feedback and recommendations focus on the four components.

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## **01 Career Advancement Options**

- Teacher leadership positions and responsibilities
  - Professional Learning Community (PLC) Facilitators
  - Instructional Coaches
  - Q comp site advisors

## **02 Job-Embedded Professional Development**

- Wednesday morning PLC meetings
- Professional Development Days
- What I Need Professional Development
- Development of Individual Growth Plan
- Four deliberate reflections on growth throughout the year

## **03 Teacher Evaluation and Peer Observation**

- Principal observations and walkthroughs
- Peer observations conducted by Instructional Coach and PLC members.
- Learning Labs

## **04 Performance pay and Alternative Salary**

### **Schedule**

Staff receive additional compensation for successfully reflecting on their goals set at the beginning of the school year

OUR GOALS

## Early Childhood Academic Goal

By June 1, 2024, **at least 80% of students** will be at age level expectations in the areas of language, literacy, and mathematics as measured by TS Gold formative assessment; **students yet to demonstrate evidence of meeting age level expectations will have a personalized learning path showing growth to proficiency.**



Academic Goal Met

## Early Childhood and Kindergarten Life Skill Goal

Throughout the 2023-24 school year, **90% of Ed Center students** will display respectful, responsible, ready to learn, and safe behaviors (0-2 referrals); and **100% students with more than two referrals will have a personalized intervention to support an increase of desired behaviors.**



Life Skill Goal Met

## Kindergarten Academic Goal

By June 1, 2024, when given formative classroom assessments, **at least 80% of students** will be at grade level expectations in reading and math; **students yet to demonstrate evidence of meeting learning goal targets will have a personalized learning path showing growth to proficiency.**



Literacy Goal Met



Progressing toward Math Goal



## Sunrise River Elementary Academic Goal

By June 1, 2024, when given formative classroom assessments, **at least 80% of students** will be at grade level standards; **students yet to demonstrate evidence of meeting learning goal targets will have a personalized learning path showing growth to proficiency.**



Progressing toward Literacy Goal



Progressing toward Math Goal

## Sunrise River Life Skill Goal

By June 1, 2024, **90% of students** will display respectful, responsible, ready to learn behaviors (0-1 referrals,) and **100% of students with two or more referrals will have a personalized intervention to support an increase of desired behaviors.**



Life Skill Goal Met



**NORTH BRANCH**  
**AREA PUBLIC SCHOOLS**  
Inspire Dreams, Build Integrity, Instill Hope

## NBAMS Academic Goal

80% of all grades at NBAMS will be a C- or above in all courses throughout the school year. Students not earning a C- or better will be provided with intervention strategies to aid their learning.

Grade 6 Goal Met



Grade 7 Goal Met



Grade 8 Goal Met



## NBAMS Life Skill Goal

By Spring of 2024 NBAMS students will have a MySAEBRS median score of 15 in the area of Academic Behavior.



Grade 6 Life Skill Goal Met



Grade 7 Life Skill Goal Making Progress



Grade 8 Life Skill Goal Making Progress

## HS Academic Goal

**Goal:** 80% of all grades for NBAHS will be a C- or above in all courses throughout the school year



Academic Goal Met

## HS Life Skill Goal

**Goal:** Student full day (daily) attendance rate will be at 90% or higher



Progressing toward Life Skill Goal

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## Norse Area Learning Center Academic Goal

**Part A:** 100% of 12 and 12+ students who are enrolled at NORSE ALC by October 1, 2023 and have 12 or less courses remaining to earn a diploma will graduate by June 8, 2024.

**Part B** 100% of all remaining students at NORSE ALC will achieve and or exceed their individual grad plan goal (4,5,6,7 year plans) agreed upon with student, parent and advisor through their CLP goal by June 8, 2024

Results are currently being reviewed

## Norse Area Learning Life Skill Academic Goal

Student attendance at Norse ALC for students enrolled on Oct 1, 2023 as measured by average daily attendance, will grow from an average of 68% to 80% or higher during the 2023-24 school year.



Life Skill Goal Progressing

## Distance Learning Academy Academic Goal

80% of all grades for Distance Learning Academy students in grades 6-12 will be a C- or above in all courses throughout the school year



Progressing toward Academic Goal

## Distance Learning Academy Life Skill Academic Goal

By the June of 2024, 90% of the students will have met or exceeded 90% daily attendance during the 2023-2024 school year.

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Progressing toward Life Skill Goal Grade 6-12



Life Skill Goal Grade K-5 Goal Met



## THANK YOU

**Jennifer Heath - Early Education Center**

**Dede Besch - Sunrise River Elementary School**

**Amy Randall - North Branch Area Middle School**

**Juanita Worthley - North Branch Area High School and  
Norse Area Learning Center**

# CAREER ADVANCEMENT

## FINDINGS

- **Professional Development:** All teacher leaders (100%) completed the annual training program. Additionally, they received ongoing support throughout the year from site advisors.
- **Leadership Roles:** Teacher leaders actively participate in shaping the school's direction by serving on building leadership teams.
- **Impact on Learning:** A strong majority (85%) of the staff believe that teacher leaders have a positive influence on student learning through collaboration.

## CONSIDERATIONS

### PLC Facilitator Support:

- **Initial Training:** PLC facilitators will receive leadership training in the Fall.
- **Ongoing Support:** There will be additional, deliberate leadership training provided throughout the school year for PLC facilitators.

### Teacher Leadership Evaluation:

- The plan is to analyze and investigate areas where peer observations (Learning Labs) can be strengthened.

## FINDINGS

- **Professional development impact:** 96% of staff reported strong agreement that professional development directly benefited instruction and student learning. Staff appreciate embedded WIN time during Professional development
- **Data-driven instruction:** Weekly Professional Learning Communities (PLCs) meetings focused on utilizing data to refine instruction.
- **Collaborative assessment:** Teams developed common formative assessments to gauge student comprehension.
- **Data analysis for improvement:** Data analysis identified student strengths and weaknesses, informing instructional decisions.
- **Differentiation and strategy selection:** Based on data, instruction was differentiated and the most impactful teaching strategies were selected.
- **Continuous PLC cycle:** This continuous cycle ensured that teaching methods adapted to meet the evolving needs of students.

## CONSIDERATIONS

Teacher feedback will be used by Q comp site advisors and the instructional coaching team when constructing future professional development to ensure alignment of professional development, building goals and action items.

## FINDINGS

### Strengths of the Observation Process:

- **High Impact:** With 97% of staff agreeing on the impact, it's clear the observation process is having a positive influence on classroom instruction.
- **Collaboration:** The positive comments about the collaborative nature suggest a supportive environment where both coaches and administrators work together with teachers.

### Benefits of Continuous Improvement:

- **Teacher Development:** Observations provide valuable feedback that helps teachers identify areas for improvement and refine their teaching methods.
- **Learning Community:** The collaborative approach fosters a sense of community where educators can learn from each other's experiences and expertise.

## CONSIDERATIONS

To ensure consistently high-quality feedback, our evaluator and peer reviewer training program is considering the following::

- **An ongoing process:** We'll provide a series of training modules throughout the year, focusing on essential skills like providing specific and actionable feedback.
- **Tailored:** Separate training tracks will cater to the specific needs of evaluators and peer reviewers.
- **Focused on Consistency:** All evaluators and peer reviewers will participate in dedicated inter-rater reliability training to ensure consistent application of evaluation criteria. Regular checks will be conducted throughout the year to maintain consistency.

## FINDINGS

See individual building student achievement outcomes

## CONSIDERATIONS

During the week of June 10th, all building leadership teams are convening, reviewing student achievement data, analyzing integrity and fidelity if implementation of identified action items and developing goals, action items and needed professional development for the 2024-2025 school year

# NORTH BRANCH

## Budget / Fund Balance Overview (BUDGET)

### Proposed Revised Budget for FY 24

<b><i>General Fund - 01</i></b>	<b>Beginning</b>				<b>End of Year</b>	<b>Net Increase</b>
<b><i>422 Unassigned Fund Balance</i></b>	<b>Fund Balance</b>	<b>Revenues</b>	<b>Expenditures</b>	<b>Transfers</b>	<b>Proj. Balance</b>	<b>or Decrease</b>
	3,642,043	33,436,238	31,427,775	(1,903,784)	3,746,723	104,680
	<i>10.85%</i>				<i>10.14%</i>	
<b>Restricted</b>						
401 Student Activities	200,944	174,869	255,650	-	120,163	(80,781)
402 Scholarships	101,369	105,162	1,568	-	204,963	103,594
403 Staff Development	247,322	426,752	387,615	-	286,459	39,137
407 Capital Projects Levy	137,540	781,695	371,040	-	548,195	410,655
424 Operating Capital	463,056	495,905	498,785	-	460,176	(2,880)
428 Learning and Development	-	577,589	1,691,344	1,113,755	-	-
434 Area Learning Center	-	807	649,384	648,577	-	63
438 Gifted and Talented	-	38,861	121,592	82,731	-	-
441 Basic Skills Programs	-	1,435,525	1,031,446	-	404,079	404,079
449 Safe Schools Levy	-	97,869	156,590	58,721	-	-
459 Basic Skills Extended Time	65,732	-	8,550	-	57,182	(8,550)
467 Long-Term Facilities Maint	1,096,190	520,187	322,970	-	1,293,407	197,217
472 Medical Assistance	226,945	77,570	30,427	-	274,088	47,143
<b>Subtotal Restricted</b>	<b>2,539,098</b>	<b>4,732,791</b>	<b>5,526,961</b>	<b>1,903,784</b>	<b>3,648,712</b>	<b>1,109,614</b>
<b>460 Nonspendable</b>	<b>341,537</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>341,537</b>	<b>-</b>
<b>Assigned Funds</b>						
462 Assigned	1,525,000	-	-	-	1,525,000	-
<b>Total General Fund</b>	<b>8,047,678</b>	<b>38,169,029</b>	<b>36,954,736</b>	<b>-</b>	<b>9,261,972</b>	<b>1,214,294</b>

## FY 24 Proposed Revised Budget (cont.)

<b>Food Service Fund - 02</b>						
460 Nonspendable	14,519	-	-	-	14,519	-
464 Restricted	439,836	1,548,614	1,641,140	-	347,310	(92,526)
463 Unassigned	-	-	-	-	-	-
<b>Total Food Service</b>	<b>454,355</b>	<b>1,548,614</b>	<b>1,641,140</b>	<b>-</b>	<b>361,829</b>	<b>(92,526)</b>
<b>Community Services - 04</b>						
460 Nonspendable	2,070	-	-	-	2,070.00	-
464 Restricted	103,076	17,900	14,110	-	106,866	3,790
431 Community Education	499,033	1,459,601	1,315,214	-	643,420	144,387
432 Early Childhood	394,448	212,991	84,686	-	522,753	128,305
444 School Readiness	(50,479)	158,744	187,049	-	(78,784)	(28,305)
<b>Restricted/Reserved - Subtotal</b>	<b>843,002</b>	<b>1,831,336</b>	<b>1,586,949</b>	<b>-</b>	<b>1,087,389</b>	<b>244,387</b>
<b>Total Community Education</b>	<b>948,148</b>	<b>1,849,236</b>	<b>1,601,059</b>	<b>-</b>	<b>1,196,325</b>	<b>248,177</b>
<b>Construction - 06</b>						
467 Long-Term Facilities Maint	232,761	-	-	-	232,761	-
464 Restricted	-	9,755	-	-	9,755	9,755
<b>Total Construction Fund</b>	<b>232,761</b>	<b>9,755</b>	<b>-</b>	<b>-</b>	<b>242,516</b>	<b>9,755</b>
<b>Debt Service - 07</b>						
464 Restricted	997,909	5,448,742	5,305,830	-	1,140,821	142,912
<b>Total Debt Service Fund</b>	<b>997,909</b>	<b>5,448,742</b>	<b>5,305,830</b>	<b>-</b>	<b>1,140,821</b>	<b>142,912</b>
<b>Internal Service Fund - 20</b>	<b>739,054</b>	<b>270,159</b>	<b>185,000</b>	<b>-</b>	<b>824,213</b>	<b>85,159</b>
<b>OPEB Irrevocable Trust - 45</b>	<b>2,532,124</b>	<b>199,779</b>	<b>418,180</b>	<b>-</b>	<b>2,313,723</b>	<b>(218,401)</b>
464 Restricted	82,403	407,601	429,220	-	60,784	(21,619)
<b>Total OPEB Debt Service Fund</b>	<b>82,403</b>	<b>407,601</b>	<b>429,220</b>	<b>-</b>	<b>60,784</b>	<b>(21,619)</b>
<b>Total All Funds:</b>	<b>14,034,432</b>	<b>47,902,916</b>	<b>46,535,164</b>	<b>-</b>	<b>15,402,183</b>	<b>1,367,751</b>

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## Federal Funds to Offset COVID-Related Costs

FEDERAL FUNDS - COVID RELIEF	FY 2021	FY 2022	FY 2023	FY 2024
Finance Level2 (UFARS)	Actual	Actual	Actual	Budget
151 ESSER 90% FORMULA ALLOCATION	\$ 238,602			
153 GEER GOVERNOR'S EMERGENCY ED RELIEF	\$ 130,376			
154 CORONAVIRUS RELIEF FUND	\$ 679,165			
174 OTHER CARES ACT RECEIVED	\$ 165,412		\$ 107,715	\$ 81,387
155 ESSER II		\$ 989,987		
150 SUMMER ACADEMIC AND MENTAL HEALTH		\$ 31,785	\$ 91,789	\$ 31,777
159 HOMELESS CHILDREN AND YOUTH II		\$ 8,416		\$ 1,393
160 ESSER III (1778696.12 TOTAL)		\$ 253,775	\$ 844,941	\$ 682,488
161 ESSER III (444674.03 TOTAL)		\$ 59,005	\$ 158,583	\$ 227,713
163 EXPANDED SUMMER LEARNING		\$ 36,628	\$ 41,781	
165 SUMMER PRESCHOOL GRANT		\$ 21,877	\$ 50,123	
170 COVID - 19 TESTING		\$ 146,379	\$ 61,778	
171 PANDEMIC ENROLLMENT SUPPORT		\$ 81,257		
<b>TOTAL</b>	<b>\$ 1,213,555</b>	<b>\$1,629,109</b>	<b>\$1,356,710</b>	<b>\$1,024,758</b>

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<b>Next Year Proposed Revenue</b>	
<b>Proposed Revenue for FY 25</b>	
<b>01 GENERAL FUND</b>	<b>\$38,346,429</b>
<b>02 FOOD SERVICE FUND</b>	<b>\$1,559,614</b>
<b>04 COMMUNITY SERVICE FUND</b>	<b>\$1,863,365</b>
<b>06 BUILDING CONSTRUCTION FUND</b>	<b>\$9,755</b>
<b>07 DEBT SERVICE FUND</b>	<b>\$5,446,299</b>
<b>08 TRUST FUND</b>	<b>\$105,162</b>
<b>20 INTERNAL SERVICE FUND</b>	<b>\$270,159</b>
<b>45 POST EMPLOY IRREVOCABLE TRUST FUND</b>	<b>\$199,779</b>
<b>47 POST EMPLOYMENT DEBT SERVICE FUND</b>	<b>\$407,601</b>
<b>Total All Funds</b>	<b>\$48,208,163</b>

<b>Next Year Proposed Expenses</b>	
<b>Proposed Expenses for FY 25</b>	
<b>01 GENERAL FUND</b>	<b>\$37,998,768</b>
<b>02 FOOD SERVICE FUND</b>	<b>\$1,668,763</b>
<b>04 COMMUNITY SERVICE FUND</b>	<b>\$1,600,868</b>
<b>06 BUILDING CONSTRUCTION FUND</b>	<b>\$0</b>
<b>07 DEBT SERVICE FUND</b>	<b>\$5,305,830</b>
<b>08 TRUST FUND</b>	<b>\$1,568</b>
<b>20 INTERNAL SERVICE FUND</b>	<b>\$185,000</b>
<b>45 POST EMPLOY IRREVOCABLE TRUST FUND</b>	<b>\$418,180</b>
<b>47 POST EMPLOYMENT DEBT SERVICE FUND</b>	<b>\$429,220</b>
<b>Total All Funds</b>	<b>\$47,608,197</b>

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FY 26 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/09/2024												
<b>138 &lt;= Type in School District Number</b>																
<b>NORTH BRANCH PUBLIC SCHOOLS</b>																
				Change only												
				if requiring levy	Payable 2024											
<i>Calculations for Ten Year Projection</i>				Pay 24	LLC Certification	Current Estimate										
	<b>LLC #</b>	<b>FY 2024</b>	<b>FY 2025</b>	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034			
57	Total General Fund Revenue = (34) - (51)	441		309,271	331,280	338,940	339,518	340,725	1,124,813	1,124,813	1,124,813	1,124,813	1,124,813			
58	General Fund Equalized Revenue = (43) - (52)	442		309,271	331,280	338,940	339,518	340,725	1,124,813	1,124,813	1,124,813	1,124,813	1,124,813			
59	Total General Fund Aid = (46) - (53)	443		95,002	92,481	104,707	104,727	103,051	340,208	340,187	340,181	340,189	340,203			
60	General Fund Equalized Levy = (58) * (41)	444		214,269	238,798	234,233	234,791	237,674	784,605	784,626	784,631	784,624	784,609			
61	General Fund Unequalized levy = (57) - (58)	445		-	-	-	-	-	-	-	-	-	-			
62	Total General Fund Levy = (60) + (61)	446		214,269	238,798	234,233	234,791	237,674	784,605	784,626	784,631	784,624	784,609			
<b>Notes:</b>																
1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid.																
2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan.																
3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.																
													70			



		Division of School Finance 400 NE Stinson Blvd Minneapolis, MN 55413	ED - 02478-10
Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesc			
<b>District Info.</b>		<b>(REQUIRED) Enter Information</b>	
District Name:	North Branch Public Schools		
District Number:	138		
District Contact Name:	Zach Berg		
Contact Phone #	(612)715-6423		
<b>Expenditure Categories</b>			<b>2034</b>
Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.			
<b>Finance Code</b>		<b>Category (1)</b>	
347	Physical Hazards		\$10,000
349	Other Hazardous Materials		\$0
352	Environmental Health and Safety Management		\$0
358	Asbestos Removal and Encapsulation		\$0
363	Fire Safety		\$25,000
366	Indoor Air Quality		\$0
<b>Total Health and Safety Capital Projects</b>			<b>\$35,000</b>
Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year - <b>Additional Revenue</b>			
<b>Finance Code</b>		<b>Category (2)</b>	
358	Asbestos Removal and Encapsulation		\$0
363	Fire Safety		\$0
366	Indoor Air Quality		\$300,000
<b>Total Health and Safety Capital Projects \$100,000 or More</b>			<b>\$300,000</b>
Remodeling for <b>Approved</b> Voluntary Pre-K under Minnesota Statutes, section 124D.151			
<b>Finance Code</b>		<b>Category 3 (a)</b>	
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.		\$0
<b>Total Remodeling for Approved Voluntary Pre-K Projects</b>			<b>\$0</b>
Remodeling for Gender-Neutral Single-User Restrooms			
<b>Finance/Course Codes</b>		<b>Category 3 (b) LTFM REVENUE EFFECTIVE FY 2025</b>	
<b>Finance Code 384 and Course Code 684 MUST USE BOTH</b>	Remodeling for gender-neutral single user restroom per site.		\$0
<b>Total Remodeling for Gender-Neutral Single User Projects</b>			<b>\$0</b>
Accessibility			
<b>Finance Code</b>		<b>Category (4)</b>	
367	Accessibility		\$0
<b>Total Accessibility Projects</b>			<b>\$0</b>
Deferred Capital Expenditures and Maintenance Projects			
<b>Finance Code</b>		<b>Category (5)</b>	
368	Building Envelope		\$20,000
369	Building Hardware and Equipment		\$30,000
370	Electrical		\$50,000
379	Interior Surfaces		\$30,000
380	Mechanical Systems		\$300,000
381	Plumbing		\$45,000
382	Professional Services and Salary		\$139,815
383	Roof Systems		\$100,000
384	Site Projects		\$75,000
<b>Total Deferred Capital Expense and Maintenance</b>			<b>\$789,813</b>
<b>Total Annual 10-Year Plan Expenditures</b>			<b>\$1,124,813</b>
<b>Fund Balance Section</b>			
<b>Fund 01</b>			
	Beginning Fund Balance 01-467-XX		\$0
	LTFM Fiscal Year Revenue - <b>Levy</b>		\$0
	LTFM Fiscal Year Revenue - <b>AID if Applicable</b>		\$0
	LTFM Fiscal Year Revenue Other		\$0
	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)		\$0
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)		\$0
	LTFM Transfer OUT if applicable - Special Legislation		\$0
	LTFM Estimated Fiscal Year Expenditures		\$0
<b>Ending Fiscal Year Fund Balance 01-467-XX</b>			<b>\$0</b>
<b>Fund 06</b>			
	Beginning Fund Balance 06-467-XX		\$0
	LTFM Fiscal Year Bonded Revenue		\$0
	LTFM Fiscal Year Revenue Other		\$0
	LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)		\$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)		\$0
	Other Transfers		\$0
	LTFM Estimated Fiscal Year Expenditures		\$0
<b>Ending Fiscal Year Fund Balance 06-467-XX</b>			<b>\$0</b>

**School District's Proportionate Share of LTFM  
Intermediates/Cooperatives**

**Extract of Minutes of School Board Meeting  
School District No. 138  
North Branch Area Public Schools  
State of Minnesota**

Pursuant to due call and notice thereof, a School Board meeting of School District No. 138, State of Minnesota, was held on June 13, 2024, at 5:30 pm., for the purpose, in part, of approving the FY 26 Long-Term Facility Maintenance budget and authorizing the inclusion of a proportionate share of St. Croix River Education School District's long-term facility maintenance projects in the district's application for long-term facility maintenance.

\_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution approving long-term facility maintenance program budget and authorizing the inclusion of a proportionate share of those projects in the district's application for fiscal year (FY) 2026 long-term facility maintenance revenue**

**Be it resolved** by the School Board of District No. 138, State of Minnesota, as follows:

1. The Governing Board of St. Croix River Education District has approved a long-term facility maintenance program budget for its facilities for the 2025-2026 school year (FY 2026) in the amount of \$104,902 of which District Number 138's proportionate share is \$27,201.09 consisting of \$27,201.09 for pay as you go projects. The various components of this program budget are attached as Exhibit A hereto and are incorporated herein by reference. Said budget is hereby approved. (Exhibit A)
2. Minnesota Statutes, section 123B.53, subdivision 1, as amended, provides that if a special education district's long-term facility maintenance budget is approved by the school boards of each of the education district's member school districts, each member district may include its proportionate share of the costs of the education school district's program in its long-term facility maintenance revenue application.

3. The proportionate share of the costs of the education district's long-term facility maintenance program for each member school district to be included in its application shall be determined by multiplying the total cost of the education district's long-term facility maintenance program times the most current finalized year end ADM percentage of participation in the education district. For school year 2025-26 (fiscal year 26), the long-term facility maintenance costs shall be funded through annual levy. The inclusion of this proportionate share in the district's long-term facility maintenance revenue application for FY 26 is hereby approved, subject to approval by the Commissioner of Education. Upon receipt of the proportionate share of long-term facility maintenance revenue attributable to the education district's program, the district shall promptly pay to the education district the applicable aid or levy proceeds.

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

\_\_\_\_\_.

And the following voted against: \_\_\_\_\_.

**Whereupon** said resolution was approved and adopted by the school board of Independent School District No. 138.

STATE OF MINNESOTA     )  
  ) ss  
COUNTY OF CHISAGO     )

I, the undersigned, being the duly qualified and acting Clerk of School District No. 138, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of School District No. 138, held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the approval of St. Croix River Education District No. 6009’s long-term facility maintenance program budget and authorizing the inclusion of a proportionate share of the School District's long-term facility maintenance projects in the district's application for long-term facility maintenance revenue.

WITNESS MY HAND officially as such Clerk on June 13, 2024.

\_\_\_\_\_  
Clerk  
  
School District No. 138



## Long-Term Facilities Maintenance Revenue Allocation (ED-02479-09) Instructions for Completion

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### General Information:

Minnesota Statutes 2022, section 123B.595, subd. 3 (Long-Term Facilities Maintenance Revenue) states:

subd. 3. Intermediate districts, joint powers districts, and other cooperative units.

Upon approval through the adoption of a resolution by each member district school board of an intermediate district or other cooperative units under Minnesota Statutes 2022, section 123A.24, subd. 2, and the approval of the commissioner of education, a school district may include in its authority under this section a proportionate share of the Long-Term Facilities Maintenance (LTFM) costs of the intermediate district, joint powers district, or cooperative unit. The cooperative unit may issue bonds to finance the project costs or levy for the costs, using LTFM revenue transferred from member districts to make debt service payments or pay project costs. Authority under this subd. is in addition to the authority for individual district projects under subd. 1.

The LTFM revenue in cell H12 (Number 3 - Total revenue amounts to allocate) should match the sum of expenditures on Line 48 of the LTFM Application – Ten Year Expenditure spreadsheet on the MDE website. ***If LTFM bonding is planned, a preliminary bond schedule should also be attached.*** Detail revenue totals at the bottom of the spreadsheet should also agree with lines numbered (1 - cell H10) and (2 - cell H11). Please provide method of allocation (ex. ANTC, pupil units, etc) agreed to by member districts in the notes section at the bottom of the spreadsheet. Note that for districts planning to issue bonds, the responsibilities of member districts regarding long-term obligations should be specified in the cooperative agreement when joining or leaving the cooperative/intermediate district.

***A copy of the completed report should be emailed to the address below along with the member school district board resolutions and proposed bond schedule if applicable.*** The electronic "actual" Excel copy of the LTFM ten-year expenditure spreadsheet should also be emailed to the web address shown below. If a revised report is prepared, clearly mark the report as revised, update the completion date, and email the revised spreadsheet.

Minnesota Department of Education  
mde.facilities@state.mn.us

If you have any questions after reading these instructions, please call the Minnesota Department of Education, Division of School Finance at 651-582-8566 or email mde.facilities@state.mn.us. Copies of the "Long-Term Facilities Maintenance Cooperative Allocation Worksheet" are available on the LTFM webpage under MDE > Districts, Schools and Educators > Business and Finance > School Finance > Facilities and Technology > Long-Term Facilities Maintenance.



Division of School Finance  
1500 Highway 36 West  
Roseville, MN 55113-4266

Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only

ED - 02478-07

**Instructions:** Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes, section 123B.595, subdivision 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	Enter Information	District Info.	Enter Information
District Name:	St. Croix River Education District	Date:	5/16/2023
District Number:	6009-61	Email:	shischer@scred.k12.mn.us
District Contact Name:	Suzanne Hischer		
Contact Phone #	320-358-1213		

Expenditure Categories		Fiscal Year (FY) Ending June 30												
		2024 (base year)	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034		
<b>Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.</b>														
<b>Finance Code</b>	<b>Category (1)</b>													
347	Physical Hazards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
349	Other Hazardous Materials	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
352	Environmental Health and Safety Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total Health and Safety Capital Projects</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year</b>														
<b>Finance Code</b>	<b>Category (2)</b>													
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total Health and Safety Capital Projects \$100,000 or More</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151</b>														
<b>Finance Code</b>	<b>Category (3)</b>													
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total Remodeling for Approved Voluntary Pre-K Projects</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Accessibility</b>														
<b>Finance Code</b>	<b>Category (4)</b>													
367	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total Accessibility Projects</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Deferred Capital Expenditures and Maintenance Projects</b>														
<b>Finance Code</b>	<b>Category (5)</b>													
368	Building Envelope	\$31,200	\$56,473	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
369	Building Hardware and Equipment	\$0	\$0	\$0	\$0	\$47,500	\$47,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
370	Electrical	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
379	Interior Surfaces	\$0	\$0	\$0	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
380	Mechanical Systems	\$0	\$0	\$116,250	\$0	\$0	\$0	\$0	\$20,095	\$297,000	\$0	\$0	\$0	\$0
381	Plumbing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
382	Professional Services and Salary	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
383	Roof Systems	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$238,100	\$0	\$0	\$0
384	Site Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total Deferred Capital Expense and Maintenance</b>	\$31,200	\$56,473	\$116,250	\$90,000	\$47,500	\$47,500	\$0	\$20,095	\$535,100	\$0	\$0	\$0	\$0
<b>Total Annual 10-Year Plan Expenditures</b>		<b>\$31,200</b>	<b>\$56,473</b>	<b>\$116,250</b>	<b>\$90,000</b>	<b>\$47,500</b>	<b>\$47,500</b>	<b>\$0</b>	<b>\$20,095</b>	<b>\$535,100</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**LEASE AND PREMISES USE AGREEMENT  
BETWEEN SCRED AND NORTH BRANCH AREA PUBLIC SCHOOLS**

This Lease and Premises Use Agreement (“Agreement”) is made by and between St. Croix River Education District (“SCRED”) and Independent School District No. 138, North Branch, Minnesota (the “School District”).

**RECITALS**

A. SCRED is an education district duly formed pursuant to Minnesota law and whose members are independent school districts; and

B. SCRED operates educational facilities and programs which are intended to deliver special education and related services, and other educational services, to students enrolled in its member school districts; and

C. The School District is a member of SCRED; and

D. The School District maintains school building at 38431 Lincoln Trail North Branch, Minnesota known as North Branch Area Middle School (hereinafter the “Middle School”) and

E. As part of ~~its services,~~ SCRED provides transition services to special education students who need such services to receive a free appropriate public education, and

F. The School District presently operates a transition program for special education students at the Brooker Building known as the Life Work Center (the “LWC”), as well as an alternative learning center (the “ALC”); and

G. SCRED recently has expressed an interest in assuming operation of the LWC for the benefit of the School District and other SCRED members; and

H. To facilitate its assumption of control and operation of the LWC, SCRED desires to lease portions of the Middle School from the School District in accordance with the terms and conditions described below.

***NOW, THEREFORE,*** in consideration of the promises and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ***Lease of Premises.*** The School District hereby leases to SCRED approximately ~~7,2636,750~~ square feet of space in the Middle School which consists of exclusive use of Rooms ~~B105, B106, B107, B201, B202, B203, B204, and B205~~ 505, 506, 507, 508, 509, 510, 511, 516, and 517 at the North Middle School, described in the attached **Exhibit A (the spaces described and depicted in Exhibit A is referred to as the “Premises”)**. As part of the lease of the Premises, the School District hereby leases to SCRED all fixtures and equipment located in or on the Premises. Throughout the term of this Lease, SCRED shall also have the non-exclusive right to use common areas of the Middle School including restrooms, hallways, sidewalks, and parking lots.

2. **Term.** The Term of this Agreement shall be one (1) year (the “Term”) commencing on July 1, 201~~204~~ (the “Commencement Date”) and ending on June 30, 202~~15~~.

3. **Rent.** SCRED agrees to pay to the School District during the Term four (4) equal installments of rent in the amount of \$1~~6,875,008,157.50~~ per installment (the “Rent”). The Rent shall be paid on the first day of the month in the following months: October 202~~04~~, January 202~~15~~, April 202~~5~~ and September 202~~15~~. The total rent payment for the term shall be \$72,630.00.—

4. **Utilities Costs; Maintenance Costs.** SCRED and the School District acknowledge and agree that the Rent also includes payment to the School District for the pro rata cost of heat, electricity, internet and telephone service for the Premises. Janitorial services and janitorial supplies will be paid after year end reconciliation of program costs in the final program payment. The School District shall provide exterior lawn and snow removal services at its sole expense.

5. **Alterations or Improvements by SCRED.** SCRED shall not, without the School District’s prior consent, make, nor permit to be made, any alterations, additions or improvements (collectively “Alterations”) to the Premises. SCRED shall promptly repair any damage to the Premises caused by its Alterations to the Premises.

6. **SCRED’s Insurance.** SCRED agrees to carry commercial general liability insurance, including a broad form general liability endorsement making specific reference to personal injury liability and “Damage to Premises Rented to You” coverage or endorsements. The commercial general liability insurance shall cover the Premises and SCRED’s use thereof. Such commercial general liability insurance shall provide for a minimum of Two Million Dollars (\$2,000,000) combined single limit coverage for all operations, plus a minimum of Five Hundred Thousand Dollars (\$500,000) for the “Damage to Premises Rented to You” coverage or endorsement. SCRED agrees to carry insurance against fire, vandalism and malicious mischief, and such other risks as are, from time to time, included in standard extended coverage endorsements, with an “Special Coverage Form-Open Perils” endorsement, insuring SCRED’s improvements or alterations, trade fixtures, furniture, furnishings, special equipment, -and all other items of personal property of SCRED -located on or within the Premises. Said policy or policies shall name School District as an additional insured.

7. **Damage or Destruction – Waiver of Claims.** Notwithstanding anything in this Agreement to the contrary, neither the School District nor SCRED shall be liable to the other for, and each expressly waives claims against the other for, loss arising out of damage or destruction of the Premises, or other property, personal property or contents therein if such damage or destruction is caused by a peril included within an insurance policy. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of School District or SCRED, or their respective officers, employees, or agents. It is the intention and agreement of School District and SCRED that each party shall look to its insurer for reimbursement of any such loss, and the insurer involved shall have no subrogation rights against the other party. Each party shall advise its insurance company of this release and such policy shall, if necessary, contain a waiver of any right of subrogation by the insurer against the other party. The terms of this Section shall survive the expiration or earlier termination of the Agreement.

8. **Default.** If SCRED shall default in the observance or performance of any term of this Agreement, or if SCRED shall fail to pay any sum of money required to be paid by SCRED hereunder, School District shall provide SCRED with five (5) business days written notice of the

default. If the default remains uncured after such written notice, School District's sole remedy is to terminate this Agreement. Any sums due and owing School District that are not disputed by SCRED as of the date of termination shall be paid by SCRED- no later than 30 days following termination of this Agreement. If School District shall default in the observance or performance of any term of this Agreement, SCRED shall provide School District with five (5) business days written notice of the default. If the default remains uncured after providing such written notice, SCRED's sole remedy is to terminate this Agreement. Any sums due and owing SCRED that are not disputed by School District as of the date of termination shall be paid by School District no later than 30 days following termination of this Agreement.

9. **Notice.** All notices under the Agreement must be in writing and shall be sent by courier delivery, express mail, certified mail, return receipt requested, to:

SCRED: St. Croix River Education District  
ATTN: Executive Director  
425 S Dana Ave  
Rush City, MN 55069

School District: Independent School District No. 138  
ATTN: Superintendent  
38705 Grand Avenue  
North Branch, Minnesota 55056

10. **No Oral Waiver.** No breach of any provision of this Agreement can be waived by any party hereto unless such waiver is made in writing. Waiver of any breach by any undersigned use party will not be deemed to be a waiver of any other breach of the same or any other provision hereof.

11. **Signs.** SCRED shall obtain the School District's prior written consent to the type and placement of any sign or other advertising at the entrance to or exterior of the Premises. SCRED agrees to pay the costs for the design, fabrication, installation, and maintenance of its signs. Upon the expiration or earlier termination of this Lease, SCRED -shall, at its- sole cost and expense, remove the signage and restore and repair all parts of the ~~Brooker Building or the~~ Middle School affected by the installation or removal of the signage, to the condition existing prior to its installation or to a condition reasonably acceptable to the School District. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

12. **Entire Agreement/Modifications/Applicable Law.** This Agreement, including Exhibit A ~~and Exhibit B~~ attached hereto, contains all of the agreements and understandings between the parties and supersedes and replaces any prior negotiations or proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party nor agent of any other party, has made any promises, representations or warranties whatsoever, express or implied, not contained herein, to induce it to execute this Agreement. This document may not be modified or altered except by a subsequent writing to be signed by all parties hereto. All terms and conditions shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.

13. **Authority.** School District and SCRED represent to each other that the persons signing this Agreement are duly authorized and have legal capacity to execute and deliver this Agreement.

14. **Severability.** In the event that any provision or section of this Agreement is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement shall be deemed to have never been included therein and the balance of this Agreement shall continue in effect in accordance with its terms.

15. **Assignment.** This Agreement may not be assigned by SCRED without the prior written consent of the School District. SCRED may not delegate its duties under this Agreement to another party without the School District's prior written consent.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth below.

**INDEPENDENT SCHOOL DISTRICT  
NO. 138**

Dated: \_\_\_\_\_, 202~~04~~ By: \_\_\_\_\_  
Board Chair

Dated: \_\_\_\_\_, 202~~40~~ By: \_\_\_\_\_  
Clerk

**ST. CROIX RIVER EDUCATION DISTRICT**

Dated: \_\_\_\_\_, 202~~40~~ By: \_\_\_\_\_  
Board Chair

Dated: \_\_\_\_\_, 202~~40~~ By: \_\_\_\_\_  
Clerk

**LEASE AND PREMISES USE AGREEMENT  
BETWEEN SCRED AND NORTH BRANCH AREA PUBLIC SCHOOLS**

This Lease and Premises Use Agreement (“Agreement”) is made by and between St. Croix River Education District (“SCRED”) and Independent School District No. 138, North Branch, Minnesota (the “School District”).

**RECITALS**

A. SCRED is an education district duly formed pursuant to Minnesota law and whose members are independent school districts; and

B. SCRED operates educational facilities and programs which are intended to deliver special education and related services, and other educational services, to students enrolled in its member school districts; and

C. The School District is a member of SCRED; and

D. The School District maintains school building at 38431 Lincoln Trail North Branch, Minnesota known as North Branch Area Middle School (hereinafter the “Middle School”) and

E. As part of its services, SCRED provides transition services to special education students who need such services to receive a free appropriate public education, and

F. The School District presently operates a transition program for special education students at the Brooker Building known as the Life Work Center (the “LWC”), as well as an alternative learning center (the “ALC”); and

G. SCRED recently has expressed an interest in assuming operation of the LWC for the benefit of the School District and other SCRED members; and

H. To facilitate its assumption of control and operation of the LWC, SCRED desires to lease portions of the Middle School from the School District in accordance with the terms and conditions described below.

***NOW, THEREFORE***, in consideration of the promises and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ***Lease of Premises.*** The School District hereby leases to SCRED approximately 7,263 square feet of space in the Middle School which consists of exclusive use of Rooms 505, 506, 507, 508, 509, 510, 511, 516, and 517 at the North Middle School, described in the attached **Exhibit A (the spaces described and depicted in Exhibit A is referred to as the “Premises”)**. As part of the lease of the Premises, the School District hereby leases to SCRED all fixtures and equipment located in or on the Premises. Throughout the term of this Lease, SCRED shall also have the non-exclusive right to use common areas of the Middle School including restrooms, hallways, sidewalks, and parking lots.

2. **Term.** The Term of this Agreement shall be one (1) year (the “Term”) commencing on July 1, 2024 (the “Commencement Date”) and ending on June 30, 2025.

3. **Rent.** SCRED agrees to pay to the School District during the Term four (4) equal installments of rent in the amount of \$18,157.50 per installment (the “Rent”). The Rent shall be paid on the first day of the month in the following months: October 2024, January 2025, April 2025 and September 2025. The total rent payment for the term shall be \$72,630.00.

4. **Utilities Costs; Maintenance Costs.** SCRED and the School District acknowledge and agree that the Rent also includes payment to the School District for the pro rata cost of heat, electricity, internet and telephone service for the Premises. Janitorial services and janitorial supplies will be paid after year end reconciliation of program costs in the final program payment. The School District shall provide exterior lawn and snow removal services at its sole expense.

5. **Alterations or Improvements by SCRED.** SCRED shall not, without the School District’s prior consent, make, nor permit to be made, any alterations, additions or improvements (collectively “Alterations”) to the Premises. SCRED shall promptly repair any damage to the Premises caused by its Alterations to the Premises.

6. **SCRED’s Insurance.** SCRED agrees to carry commercial general liability insurance, including a broad form general liability endorsement making specific reference to personal injury liability and “Damage to Premises Rented to You” coverage or endorsements. The commercial general liability insurance shall cover the Premises and SCRED’s use thereof. Such commercial general liability insurance shall provide for a minimum of Two Million Dollars (\$2,000,000) combined single limit coverage for all operations, plus a minimum of Five Hundred Thousand Dollars (\$500,000) for the “Damage to Premises Rented to You” coverage or endorsement. SCRED agrees to carry insurance against fire, vandalism and malicious mischief, and such other risks as are, from time to time, included in standard extended coverage endorsements, with an “Special Coverage Form-Open Perils” endorsement, insuring SCRED’s improvements or alterations, trade fixtures, furniture, furnishings, special equipment, and all other items of personal property of SCRED located on or within the Premises. Said policy or policies shall name School District as an additional insured.

7. **Damage or Destruction – Waiver of Claims.** Notwithstanding anything in this Agreement to the contrary, neither the School District nor SCRED shall be liable to the other for, and each expressly waives claims against the other for, loss arising out of damage or destruction of the Premises, or other property, personal property or contents therein if such damage or destruction is caused by a peril included within an insurance policy. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of School District or SCRED, or their respective officers, employees, or agents. It is the intention and agreement of School District and SCRED that each party shall look to its insurer for reimbursement of any such loss, and the insurer involved shall have no subrogation rights against the other party. Each party shall advise its insurance company of this release and such policy shall, if necessary, contain a waiver of any right of subrogation by the insurer against the other party. The terms of this Section shall survive the expiration or earlier termination of the Agreement.

8. **Default.** If SCRED shall default in the observance or performance of any term of this Agreement, or if SCRED shall fail to pay any sum of money required to be paid by SCRED hereunder, School District shall provide SCRED with five (5) business days written notice of the

default. If the default remains uncured after such written notice, School District's sole remedy is to terminate this Agreement. Any sums due and owing School District that are not disputed by SCRED as of the date of termination shall be paid by SCRED no later than 30 days following termination of this Agreement. If School District shall default in the observance or performance of any term of this Agreement, SCRED shall provide School District with five (5) business days written notice of the default. If the default remains uncured after providing such written notice, SCRED's sole remedy is to terminate this Agreement. Any sums due and owing SCRED that are not disputed by School District as of the date of termination shall be paid by School District no later than 30 days following termination of this Agreement.

9. **Notice.** All notices under the Agreement must be in writing and shall be sent by courier delivery, express mail, certified mail, return receipt requested, to:

SCRED: St. Croix River Education District  
ATTN: Executive Director  
425 S Dana Ave  
Rush City, MN 55069

School District: Independent School District No. 138  
ATTN: Superintendent  
38705 Grand Avenue  
North Branch, Minnesota 55056

10. **No Oral Waiver.** No breach of any provision of this Agreement can be waived by any party hereto unless such waiver is made in writing. Waiver of any breach by any undersigned use party will not be deemed to be a waiver of any other breach of the same or any other provision hereof.

11. **Signs.** SCRED shall obtain the School District's prior written consent to the type and placement of any sign or other advertising at the entrance to or exterior of the Premises. SCRED agrees to pay the costs for the design, fabrication, installation, and maintenance of its signs. Upon the expiration or earlier termination of this Lease, SCRED shall, at its sole cost and expense, remove the signage and restore and repair all parts of the Middle School affected by the installation or removal of the signage, to the condition existing prior to its installation or to a condition reasonably acceptable to the School District. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

12. **Entire Agreement/Modifications/Applicable Law.** This Agreement, including Exhibit A attached hereto, contains all of the agreements and understandings between the parties and supersedes and replaces any prior negotiations or proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party nor agent of any other party, has made any promises, representations or warranties whatsoever, express or implied, not contained herein, to induce it to execute this Agreement. This document may not be modified or altered except by a subsequent writing to be signed by all parties hereto. All terms and conditions shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.

13. **Authority.** School District and SCRED represent to each other that the persons signing this Agreement are duly authorized and have legal capacity to execute and deliver this Agreement.

14. **Severability.** In the event that any provision or section of this Agreement is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement shall be deemed to have never been included therein and the balance of this Agreement shall continue in effect in accordance with its terms.

15. **Assignment.** This Agreement may not be assigned by SCRED without the prior written consent of the School District. SCRED may not delegate its duties under this Agreement to another party without the School District's prior written consent.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth below.

**INDEPENDENT SCHOOL DISTRICT  
NO. 138**

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Board Chair

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Clerk

**ST. CROIX RIVER EDUCATION DISTRICT**

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Board Chair

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Clerk



2020



BLUE = DOOR #

EXTRACT OF MINUTES OF MEETING  
OF SCHOOL BOARD  
OF INDEPENDENT SCHOOL DISTRICT NO. 138  
(NORTH BRANCH AREA PUBLIC SCHOOLS)  
STATE OF MINNESOTA

HELD: June 13, 2024

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 138 (North Branch Area Public Schools), State of Minnesota, was held in the School District on June 13, 2024, at 5:30 o'clock p.m., for the purpose, in part, of establishing dates for filing affidavits of candidacy for the 2024 School District general election.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION ESTABLISHING DATES  
FOR FILING AFFIDAVITS OF CANDIDACY**

BE IT RESOLVED by the School Board of Independent School District No. 138, State of Minnesota, as follows:

1. The period for filing Affidavits of Candidacy for the office of school board member of Independent School District No. 138 shall begin on July 30, 2024, and shall close on August 13, 2024. An Affidavit of Candidacy must be filed in the office of the School District Clerk and the \$2 filing fee paid prior to 5:00 o'clock p.m. on August 13, 2024.

2. The Clerk is hereby authorized and directed to cause notice of said filing dates to be published in the official newspaper of the School District at least two (2) weeks prior to the first day to file Affidavits of Candidacy. Publication of said notice prior to the date of adoption of this resolution is hereby ratified and approved in all respects.

3. The Clerk is hereby authorized and directed to cause notice of said filing dates to be posted at the administrative offices of the School District at least ten (10) days prior to the first day to file Affidavits of Candidacy.

4. The notice of said filing dates shall be in substantially the following form:

**NOTICE OF FILING DATES FOR ELECTION TO THE SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT NO. 138  
(NORTH BRANCH AREA PUBLIC SCHOOLS)  
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that the period for filing Affidavits of Candidacy for the office of School Board member of Independent School District No. 138 shall begin on July 30, 2024, and shall close at 5:00 o'clock p.m. on August 13, 2024.

The general election shall be held on Tuesday, November 5, 2024. At that election, three (3) members will be elected to the School Board for terms of four (4) years each.

Affidavits of Candidacy are available from the School District Clerk, Independent School District No. 138, Independent School District No. 138, 38705 Grand Avenue, North Branch, MN 55056. The filing fee for this office is \$2. A candidate for this office must be an eligible voter, must be 21 years of age or more on assuming office, must have been a resident of the School District from which the candidate seeks election for thirty (30) days before the general election, and must have no other affidavit on file for any other office at the same primary or general election.

The Affidavits of Candidacy must be filed in the office of the School District Clerk and the filing fee paid prior to 5:00 o'clock p.m. on August 13, 2024.

Dated: June 13, 2024

BY ORDER OF THE SCHOOL BOARD

/s/

\_\_\_\_\_  
School District Clerk  
Independent School District No. 138  
(North Branch Area Public Schools)  
State of Minnesota

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ . On a roll call vote, the following voted in favor:  
and the following voted against:  
whereupon said resolution was declared duly passed and adopted.



EXTRACT OF MINUTES OF MEETING  
OF SCHOOL BOARD  
OF INDEPENDENT SCHOOL DISTRICT NO. 138  
(NORTH BRANCH AREA PUBLIC SCHOOLS)  
STATE OF MINNESOTA

HELD: June 13, 2024

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 138 (North Branch Area Public Schools), State of Minnesota, was held in the School District on June 13, 2024, at 5:30 o'clock p.m., for the purpose, in part, of establishing a refined hand count procedure for school board elections.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION ESTABLISHING PROCEDURES FOR THE COUNTING OF WRITE-IN VOTES FOR SCHOOL BOARD ELECTIONS**

WHEREAS, state election law generally requires the counting and tabulation of each write-in vote for school board elections; and

WHEREAS, the process of counting write-in votes on election night can be time consuming and frequently does not produce a winning candidate; and

WHEREAS, the School Board is authorized by Minnesota law, specifically Minnesota Statutes, Section 204B.09, subd. 3(c), to adopt a resolution governing the counting of write-in votes for local elective office; and

WHEREAS, the resolution adopted by the School Board may require that write-in votes for an individual candidate can only be individually recorded if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate; and

WHEREAS, the School Board desires to lessen the administrative burden on election workers by establishing a refined hand count procedure for School Board elections.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 138, State of Minnesota, as follows:

1. Write-in votes for an individual candidate seeking election to a seat on the School Board will only be individually recorded if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate.

2. The procedure established herein shall apply to the counting of write-in votes cast during any primary election, special election, or general election held in the School District following the date of this resolution.

3. The resolution adopted herein shall remain in effect until a subsequent resolution on the same subject is adopted by the School Board.

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ . On a roll call vote, the following voted in favor:

and the following voted against:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF CHISAGO    )

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 138 (North Branch Area Public Schools), State of Minnesota, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the School Board of said school district duly called and held on the date therein indicated, so far as such minutes relate to establishing procedures for the counting of write-in votes for School Board elections, and that the resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such Clerk this 13th day of June, 2024.

---

Clerk of the School Board

# Certification of Updated District Population Estimate

## RESOLUTION

CERTIFYING THE POPULATION ESTIMATE FOR THE 2024 PAYABLE 2025 LEVY OF INDEPENDENT SCHOOL DISTRICT #138.

**WHEREAS**, the Independent School District #138 has experienced an increase in population from the 2020 census figure of 20,964, to the current census figure of 22,216 as determined by the State Demographer.

**BE IT RESOLVED**, by the School Board of Independent School District #138 that the census figure of 22,216 be certified to the State Demographer for approval of use in the 2024 payable 2025 revenue calculations.

For the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof: \_\_\_\_\_

And the following voted against: \_\_\_\_\_

Whereupon said resolution was declared duly passed and adopted.

Date: \_\_\_\_\_

BY ORDER OF THE SCHOOL BOARD

\_\_\_\_\_ (Clerk Signature)

\_\_\_\_\_ (Clerk Name)

School Board Clerk

\_\_\_\_\_

\_\_\_\_\_

Once the resolution is formally approved at a June 2024 school board meeting, please scan and email the signed copy to.

[megan.dayton@state.mn.us](mailto:megan.dayton@state.mn.us)



REC'D @ DISTRICT  
OFFICE

JUN 5 2024

ISD #138  
NORTH BRANCH, MN

*Where Minnesota School Boards Learn to Lead*

June 2024

Dear Superintendent:

Thank you for your membership in the Minnesota School Boards Association for the past year. MSBA's Board and staff have worked hard to become your go-to organization. MSBA will always go the extra mile for our members:

- Our dedicated staff prides itself on anticipating member needs through engagement, analyzing national and state directives, working with other educational organizations, and providing training to build high-performing boards that are focused on student success.
- Membership feedback has been a helpful guide as we build a stronger and responsive strategic vision for your Association over the next years.
- Your MSBA staff is solution-driven. We will find the answer promptly or get you to someone with the answer. In all our interactions, we strive to build a high-performing board that can meet the high expectations of your staff, students, and community.
- Legal and legislative advocacy are essential services to representing your voice at the state and federal level. As a statewide organization and a leading advocate for public education, we pride ourselves in finding a path forward that benefits all our school districts, regardless of shape and size.
- Like you, we care deeply about the success of all Minnesota's public school students. Through our collective, member-driven mission, our mission is to build strong school boards for a stronger Minnesota.

Our Association is stronger when our members are stronger. Now is the time to continue investing in your future. Your dues invoice, along with a renewal notice for those districts in MSBA's Policy Services and/or BoardBook Premier, is included with this letter.

We wish you a successful 2024-2025 school year and hope to continue as your valued and trusted Association. If you have any questions, please contact me.

Sincerely,

Kirk Schneidawind, Executive Director  
[kschneidawind@mnmsba.org](mailto:kschneidawind@mnmsba.org)

Linda Leiding, President

**MINNESOTA SCHOOL BOARDS ASSOCIATION**

1900 West Jefferson Avenue, St. Peter, MN 56082-3015 Phone: 507-934-2450 or 800-324-4459  
[www.mnmsba.org](http://www.mnmsba.org)

# VALUE OF MEMBERSHIP

## BOARD DEVELOPMENT



- Helping boards choose leaders who focus on student success.
- Offering conferences to connect board members across Minnesota.
- Facilitating webinars that give tips on dealing with current school board concerns.
- Leading strategic planning sessions aligned to board goals.



## LEGAL & POLICY GUIDANCE



- Responding to phone calls and emails to help answer school district concerns.
- Providing updated policies to keep districts in line with changing laws and court rulings.
- Participating in regional superintendent and service cooperative meetings.
- Writing amicus curiae briefs to support school boards with legal challenges.



## ADVOCACY FOR PUBLIC EDUCATION



- Hearing school board concerns at Delegate Assembly and advocating for you.
- Bringing top K-12 issues to legislators at our Day at the Capitol.
- Championing education bills through the Legislature.
- Tweaking legislation so it works best for school districts.

## UNIFYING VOICE FOR PUBLIC EDUCATION



- Conveying our belief that public education is the best choice for students.
- Telling public education stories of how schools help children to succeed.
- Showing how public education really does do the public good.
- Highlighting the history of how public education in Minnesota made this state great.



**Minnesota School Boards Association**  
**1900 West Jefferson Avenue**  
**St. Peter, MN 56082-3015**  
**507-934-2450 or 800-324-4459**

<b>Invoice</b>	INV-10697-M7S1S9
<b>Date</b>	7/1/2024
<b>Amount Due</b>	\$11,293.00
<b>Date Due</b>	8/15/2024

North Branch Area  
 PO Box 370  
 North Branch, MN 55056-0370

<b>Customer Name</b>	<b>Purchase Order No.</b>			
North Branch Area				
<b>Description</b>	<b>Quantity</b>		<b>Unit Price</b>	<b>Ext. Price</b>
Policy Services Subscription - North Branch Area	1		\$750.00	\$750.00
ISD Membership - North Branch Area	1		\$7,843.00	\$7,843.00
BoardBook Subscription - North Branch Area	1		\$2,700.00	\$2,700.00

**COPY**

Dues for your district are based on "Average Daily Membership of Students Served" for the fiscal year ended June 30, 2023, as provided by the Minnesota Department of Education.

<b>Subtotal</b>	\$11,293.00
<b>Total</b>	\$11,293.00

MSBA is not able to accept Credit, Debit, or Procurement Cards as a method of payment of your 2024-2025 Dues Invoice. Please remit payment of this invoice to MSBA by CHECK. Thank you for your cooperation.

In accordance with IRS Code Sec. 6113, contributions or gifts (including membership dues) to MSBA are not deductible as charitable contributions for Federal income tax purposes.



Voice For Greater Minnesota Education

June 7, 2024

Sara Paul
North Branch School District
38705 Grand Ave PO Box 370
North Branch MN 55056

Hi, Sara,

On behalf of MREA's 237 public school district members, thank you for your district's membership that helps us proactively engage with legislators and state officials to address Greater Minnesota P-12 education funding and policy issues. With the 2023-24 school year behind us, North Branch School District's renewed membership for the 2024-25 school year is fundamental to MREA's advocacy targeting student learning and funding gaps.

Advocacy Focused on Greater Minnesota Education

MREA is your district's voice at the Capitol, and we advocate with education officials and with legislators representing North Branch School District to inform them of potential impacts of their decisions. Our recent successes for rural education include:

- READ Act funding improvements for students and teachers
• Postponement of high school civics education requirements
• Additional VPK slots
• Student Teacher Stipend Pilot program funding
• Student Attendance Pilot project sites funded
• Check out all our recent Accomplishments on the enclosed flyer.

Count on MREA to work for your district outside the Capitol, too, with:

- Professional development and networking at our Greater Education Summit
• Truth-in-Taxation (TNT) training and templates
• Educator and school program awards celebrating rural education

Looking Ahead to a Successful 2025

Looking ahead to the 2025 legislative session, we know that when we work together, we succeed together. The Voice for Greater Minnesota Education has never been stronger, and we sincerely appreciate North Branch School District's renewed membership. Please send your membership dues and updated contact information by July 15 to ensure our rural voice remains impactful.

Best wishes for a summer of well-being,

Handwritten signature of Michelle Rinke Koch

Michelle Rinke Koch, MREA Board President
Principal, Menahga Schools

Handwritten signature of Bob Indihar

Bob Indihar, MREA Executive Director



MAIL
2233 Roosevelt Rd, Suite 7
St. Cloud, MN 56301

CALL
(320) 762-6574
Toll-Free (833) 661-3000

LEARN
www.MREAVoice.org
www.MREASummit.org



# MEMBERSHIP RENEWAL INVOICE

**Invoice Number:** 2425-5000-1759-01

**Invoice Date:** June 7, 2024

**Payment Due:** July 15, 2024

**Amount Due: \$2500.00**

**Bill to**

**North Branch School District**  
Sara Paul  
38705 Grand Ave PO Box 370  
North Branch MN 55056

Items	Quantity	Price	Amount
<b>2024-25 ISD 138 Membership   July 1 - June 30</b>			
• Base Fee*	1	\$1100	\$1100.00
• Legislative Fee \$1/APU (maximum of \$1400)	2973 APU	\$1400	\$1400.00
<b>Total</b>			\$2500.00
<b>Amount Due</b>			\$2500.00

\*Districts sharing superintendents must each join MREA to receive discounted Base Fee of \$825. Contact MREA if Shared District has changed.

**CONTACT INFORMATION** (Please review and update)

**District Name:** North Branch School District

**Primary Contact:** Sara Paul

**Contact Position Title:** Superintendent

**Contact Email:** spaul@isd138.org

**District Phone:** 651 - 674-1000

**\*Shared District:** NA

**Superintendent Cell Phone:** NEEDED

**Principal Place of Business:** 38705 Grand Ave PO Box 370

**City, State, Zip:** North Branch, MN 55056

**Website Address:** NEEDED

**County:** Chisago

**SIGNATURE** \_\_\_\_\_

**Date** \_\_\_\_\_

*Signature is consent to membership and to receive member notices at primary contact's email address.*

**QUESTIONS?** Contact Diane Vosen, Operations Director, at (320) 762-6574.

*Minnesota Rural Education Association is a nonprofit 501(c)(4) membership association, and dues are not tax deductible as charitable contributions. We estimate 41.8% of FY25 dues will be attributable to non-deductible lobbying activity and are not deductible under Internal Revenue Code Section 162 as an ordinary and necessary business expense. Notify your accountant.*

Thank you for your membership! Please remit this form and check payable to MREA, to:

MREA | 2233 Roosevelt Rd, Ste 7 | St. Cloud, MN 56301.



May 29, 2024

Dear SAFF member:

SAFF is beginning a new chapter in its history with a new name and a new energy. The mission of promoting fair education funding and equitable property tax policy as it relates to education levies remains incomplete and the advocacy provided by SAFF is if progress is going to be made on these twin issues that leave SAFF districts at a distinct disadvantage when compared to other school districts throughout Minnesota.

As SAFF continues its journey, your membership and continued support will be instrumental in promoting the mission that is central to the needs of those districts that are at the lower end of the per-pupil funding rankings and have challenges when going to their voters to generate revenue for either operations or building bonds. Your district sits in these related categories and membership in SAFF will work to make sure issues of importance to you receive the attention they deserve.

SAFF is the only education funding-related organization that puts all of its time and effort into these issues, and it provides a voice that is critical if Minnesota will renew its commitment to making certain all students in Minnesota have access to high-quality education programs regardless of their zip code. As a member, you are the bedrock of the organization, and your membership ensures that you have a voice at the table—a voice that will stress the need to address issues of importance to you—when education funding and property tax policy initiatives are being discussed. You can expect the same commitment from SAFF leadership to make certain you receive the services and information you deserve in an increasingly hectic legislative environment.

Thank you for your past support of this vital organization. A bright future lies ahead and I hope you will be part of it.

Sincerely,

*DeEtta Meos,*

SAFF Executive Board President



## SAFF Districts

- Albany
- Albert Lea
- Annandale
- Austin
- Belle Plaine
- Big Lake
- Braham
- Buffalo-Hanover-Montrose
- Cambridge-Isanti
- Cannon Falls
- Centennial
- Chisago Lakes
- Dassel-Cokato
- Delano
- East Central
- Faribault
- Forest Lake
- Fridley
- Hinckley-Finlayson
- Hutchinson
- Jordan
- Kasson-Mantorville
- Kenyon-Wanamingo
- Kimball
- Lake City
- Litchfield
- Medford
- Melrose
- Milaca
- Mora
- New London-Spicer
- New Prague
- North Branch
- Owatonna
- Paynesville
- Princeton
- Rockford
- Rocori
- Royalton
- Rush City
- Sartell-St. Stephen
- St. Francis
- St. Michael-Albertville
- Stewartville
- Waconia

Schools Advocating for Fair Funding (SAFF) works to ensure that all public-school children have equal access to a high-quality education regardless of where they live in Minnesota. Our success does not depend on geography. Success depends on school districts with similar characteristics and their communities joining together to shape Minnesota politicians' education finance and policy decisions.

Working together, we will make a difference!

## About SAFF Districts

- SAFF is a coalition of 47 Minnesota school districts. SAFF member districts have a wide range of student enrollment.
- Two common characteristics bring SAFF districts together:
  - \* The student demographics in SAFF school districts do not generate significant categorical aid or other funding from the state. Thus, SAFF districts tend to receive the minimum in state funding.
  - \* SAFF districts tend to be lower-property wealth districts where the taxpayer cost for a school levy dollar is high. This makes it more expensive for taxpayers and challenging to pass voter-approved levies to make up for inadequate state funding.
- SAFF contains districts with less than 1,000 and also includes some of the largest in the state. SAFF districts are located across the state, including suburban and Greater Minnesota school districts.

## Advantages of SAFF Membership

**A constant presence at the Minnesota Capitol lobbying on issues that impact your district.**

- Speaking with one voice on shared issues enhances the ability to influence state funding and policy.
- SAFF districts retain high-caliber, experienced lobbyist by leveraging their buying power with other districts.
- SAFF lobbyists have a deep understanding of the legislative process and expertise in education funding and policy.

**Understandable data and resources to support communication on the issues that impact SAFF districts**

- SAFF's staff can make complex issues understandable. For example, SAFF's Capitol Pizza video simplified the issue of equity without having to understand the complexities of school finance.
- SAFF maintains an excellent website with information specific to individual SAFF districts to assist communications with your community and legislators. MinnPost declared that the SAFF website was the go-to place for education funding information that, ". . . is home to an impressive collection of documents that might well be titled, "School Finance for Dummies.""
- SAFF provides timely and accurate information through weekly legislative updates, daily blogs, and action alerts during the legislative session and continued research throughout the year.

**“The quality of a child’s education should not depend on their zipcode.”**

## **More Advantages of SAFF Membership**

### **Professional development and networking at SAFF meetings and events**

- Excellent programming at SAFF general membership meetings connects administrators and board members with educational experts and political insiders to discuss timely and relevant issues. The meetings are held in Roseville. Previous program speakers included:
  - Key legislators, including House and Senate leadership and E-12 committee chairs, discussing their legislative priorities.
  - Dr. Bill Morris, one of Minnesota’s leading analysts of public opinion and political trends, sharing Minnesotan’s perspective on education and other issues.
  - A legislative session wrap-up from the Minnesota Department of Education, days after the end of the legislative session.
- Approximately sixty SAFF members attend each of the five to six general membership meetings, providing excellent networking opportunities with colleagues that share similar interests and challenges.
- Additionally, at SAFF’s three annual regional meetings, SAFF staff meets directly with members in small group settings around the state to provide current information in a format that promotes questions and a free exchange of ideas.
- At SAFF’s meetings and events, members become better informed and prepared to address funding and equity issues with their communities and legislators.

### **The director/lobbyist educates and engages a growing network of education advocates including parents, community members, and business leaders within SAFF districts and stands ready to support community engagement in your district.**

- The liaison organizes and hosts highly-effective “SAFF Days at the Capitol”, bringing community members and their legislators together with direct liaison support to discuss K-12 issues specific to their districts.
- The director is ready to travel to SAFF districts to share a powerful, yet easy to understand, presentation for community members, school boards or staff that explains how schools are funded, why they continue to struggle financially and what can be done to help.



*All public school children must have equal access to a high quality education regardless of where they live in Minnesota.*

[www.schoolsforequity.org](http://www.schoolsforequity.org)



# Schools Advocating for Fair Funding

May 28, 2024

North Branch School District  
Attention: Superintendent Sara Paul  
38705 Grand Avenue  
North Branch, MN 55056

## Invoice

### Membership Fee for 2024-25 Schools Advocating for Fair Funding

The membership fee is from July 1, 2024, through June 30, 2025.

District		24-25 Dues	
		Adjusted Rate	Cost Increase
138	North Branch	\$4,000	(17.00)

Please make a check payable to **Schools for Equity in Education** we are asking for payment to be made by **July 15, 2024**.

#### Please Note the Address Change

Attn: Membership  
Business Manager, Chuck Keller  
220 S. Market St  
Belle Plaine, MN 56011

If you have any questions, please contact Kim Springer at 612/381-7127.

Thank you for your interest and support. We look forward to serving you and your district during the coming year.

# LEAD IN WATER MANAGEMENT PLAN

Prepared for:

North Branch School District

Prepared by:



Designated Contact:

Zach Berg

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# Plan for Lead Testing

Early Care and Education Settings (ECES) must complete these steps or formulate a plan that addresses the core concepts of planning, testing, remediating, reporting, and communicating results. An alternative plan must accurately and efficiently test for the presence of lead in water in facilities serving pre kindergarten students and students in kindergarten through grade 12 and take steps to reduce lead if detected at 5 ppb or above.

## Required Components of a Model Plan

Step 1. Sampling Program Development

Step 2. Conduct First Draw Tap Sampling

Step 3. Interpret Results

Step 4. Take Corrective Actions (Remediation)

Step 5. Retest

Step 6. Communicate Results

Step 7. Report Results

Step 8. Water Management Plan

## Step 1 - Sampling Program Development

A program to assess and sample for lead in drinking water must incorporate, at a minimum, the items below:

- Designate who will inventory water fixtures and collect water samples.
- Inventory drinking water fixtures. Identify how each fixture is used and identify those used for consumption that will need to be tested. (example, drinking water and food preparation).

A drinking water fixture is the point of access for people to obtain water for drinking or food preparation. Examples of fixtures include but are not limited to taps, faucets, drinking fountains and water coolers. Drinking water fixtures typically do not include bathroom taps, hose bibbs, laboratory faucets/sinks or custodial closet sinks; these should be clearly marked not for drinking. If a fixture that is accessible to staff or children is not tested it must be clearly marked with signage or made inaccessible. Signage should take into consideration the age of children and languages spoken.

Only cold water fixtures should be used for human consumption.

Hot water fixtures should never be used to obtain water for drinking water or food preparation.

Check all drinking fountains to ensure they are not identified as having a lead-lined tank. More information in [Lead Water Coolers Banned in 1988 \(PDF\)](#).

If a fixture within the school is found on this list, it should be removed from use immediately.

The inventory should be updated if taps are added or removed.

- Determine a schedule for sampling.

All fixtures used for drinking water or food preparation must be tested at a minimum of once every five years. (See Appendix A for schedule)

If budget or resources do not allow all fixtures to be tested in the first year, it is suggested that fixtures be prioritized, with all high priority fixtures tested the first year, medium priority the second, and low priority the third. The fourth year should be used as a “makeup” year, if needed.

Recommended priority levels are:

- ❖ High priority: fixtures used by children under the age of six years of age or pregnant women (e.g., drinking fountains, nurse’s office sinks, classrooms used for early childhood education and kitchen sinks)
- ❖ Medium priority: other fixtures regularly used to obtain water for drinking or cooking (e.g., Family and Consumer Science sinks, classroom sinks, and teacher’s lounges)
- ❖ Low priority: other fixtures that could reasonably be used to obtain water for drinking but are not typically used for that purpose.

- Determine logistics for sampling.

Water testing should be consistent with the established schedule. Prior to testing it must be determined if school staff or a contractor will conduct the testing.

It will need to contact an accredited laboratory or purchase field testing equipment. If the facility is participating in the WIIN program, MDH will provide appropriate laboratory analysis and supplies for testing.

The day before sampling the water in the facility should undergo normal water usage. DO NOT plan to sample during an extended closure. DO NOT conduct pre-stagnation or flushing in advance of testing if flushing is not part of your daily building practices.

## Option 1: Analysis by an Accredited Laboratory

Laboratory analysis typically involves a school district or consultant contracting with an accredited lab to obtain sample bottles. The laboratory will send instructions for sampling, sample bottles, and a chain-of-custody form to document time and date collected, collector name, and sample location. Table 3 summarizes the limitations and benefits.

**Table 3 - Limitations and Benefits of Using an Accredited Laboratory**

Limitations	Benefits
Analytical costs. These vary from lab to lab. Currently, typical per sample costs for lead and copper analysis may range from \$20 - \$50, depending on a variety of factors	District and/or consultant will not need to maintain instrument calibration records
May take longer to get results than using a field analyzer	Uses a chain-of-custody to ensure integrity of sample analysis process
Typically requires shipping	Analysis done by third-party may provide more independent review/transparency. Accredited labs use EPA-approved methods and have met industry standards for analysis.
	Analysts are certified and trained

A listing of accredited laboratories may be found at [Search for Accredited Laboratories](#)  
 Program = Safe Drinking Water Program | Analyte = Lead | Matrix = Drinking Water

## Option 2: Analysis Using Field Analyzers

A field analyzer can be a useful tool for quickly and efficiently testing for lead in drinking water. If staff from the facility is doing the sampling or the consultant uses a field analyzer, it is important that limitations and proper use are understood. The field analyzer must be approved by EPA for lead testing in drinking water. Table 4 summarizes the limitations and benefits.

**Table 4 - Limitations and Benefits of Using Field Analyzers**

Limitations	Benefits
Some analyzers may not measure all forms of lead in drinking water. It is important that the instrument you use measures <i>total</i> lead (particulate and dissolved). If the instrument does not measure all types of lead in drinking water, your result could be biased low	Get results faster
Staff using an instrument need to ensure that the instrument is properly calibrated and maintained according to manufacturer's specifications, and that records of calibration and maintenance are kept	Useful when doing large numbers of samples or investigative sampling where many samples might be taken from one fixture
Instruments may require chemicals which will need to be stored and that can expire	Can be done on-site (no shipping needed)
Field instruments may not have limits of detection that are as low as an accredited laboratory. Be sure that the method you use can identify concentrations as low as 1 ppb	Can be more cost efficient depending on frequency of use
Some instruments may have interferences with other contaminants and under or overestimate the lead level. This may require that additional tests for iron, manganese, hardness, alkalinity, or other contaminants be done prior to use of the field analyzer, to ensure that the instrument will be operated to meet manufacturer's specifications	

## Step 2 - Conduct First Draw Tap Sampling

Once the plan from Step 1 is set, sampling must be conducted according to the established schedule and priority. Water from fixtures used for drinking or food preparation must be tested for lead using “first draw” samples. First draw means that the samples are collected before the fixture is used or flushed during the day. Use only cold water for collecting lead samples. The order in which samples are collected must be considered to avoid the potential of accidentally flushing a fixture. Always start at fixtures closest to where the water enters the building.

Sample site preparation and sample collection must be performed consistent with the following conditions:

### Preparation and Planning

- It may be necessary to collect samples over a number of days to ensure only first draw samples are collected
- The day before sampling - normal usage of the sampling fixture should occur
- The night before sampling - secure the fixture from being used (e.g., hang a “Do Not Use” sign)
- Do not use sampling fixtures for a minimum of eight hours. MDH recommends not exceeding 18 hours; and
- Do not remove aerators or attachments.

### Sample Collection

EPA recommends using a 2-part sampling procedure.

#### **Part 1**

Collect a minimum of 250 mL first draw sample. Be sure to start sampling at fixtures closest to where the water enters the building so that other fixtures are not accidentally flushed.

#### **Part 2**

If the result from Part 1 is high, collect a repeat minimum of 250 mL first draw sample as in Part 1. In addition, collect a 30-second flush sample to attempt to identify if the lead is coming from the plumbing behind the fixture or if flushing will help reduce lead. To collect a 30-second flush sample, after the water has been stagnant, as in the sample in Part 1, turn on the fixture and allow the water to run for 30 seconds and then fill the sample container.

ECES with active daily flushing programs or considering flushing may want to consider conducting Parts 1 and 2 during the same sampling event to verify flushing effectiveness and reduce the total number of samples that may need to be collected. Collecting these at the same time will also reduce the response time for investigating a high first draw result. Laboratory analysis may take days to weeks depending on lab capacity.

If not taking these samples at the same time, and elevated lead levels are found in Part 1, the water should not be consumed while preparing follow-up actions.

Have samples analyzed by sending to an accredited laboratory or conduct analysis using field analyzers. Be sure to follow instructions from the lab or field analyzer manufacturer.

## Special Sampling Considerations

Sometimes there are special fixtures that schools or child cares may have that need additional care and consideration when conducting sampling. Some common special fixtures include ice makers, in-line coffee makers, and kitchen kettles. Initial sampling for these special situations can be conducted as follows:

**Ice Makers:** Fill a suitable container (250-mL or larger, wide mouthed bottle or other container) provided by the laboratory at least three-quarters full of ice. Do not touch the ice with bare hands. Use a non-metal scoop or disposable plastic gloves to place the ice in the container.

**In-Line Coffee Makers:** These are coffee makers that are directly connected to the building plumbing. These often have a hot water spigot used for dispensing hot water for tea or other beverages. If there is a spigot on the coffee maker, you can collect it from the hot water side.

**Kitchen Kettles:** Many times, these kettles are just used for warming ingredients or food and are not used as a source of water for consumption. If they are labeled as not to be used for consumption and only used for warming, they do not need to be tested. If the kettle is used for consumption and has a spigot that could be used for sampling it can be sampled similar to the in-line coffee makers.

Results for these fixture types need special consideration and review. For guidance on additional samples or sampling after high results the [EPA 3Ts Module 5](#) has information on how to find sources of lead in plumbing using advanced sampling techniques to evaluate fixtures.

### Step 3 - Interpret Results

Once an ECES receives its sample results, it should verify that all results are expressed in parts per billion (ppb). For water samples, this will sometimes be stated as micrograms per liter ( $\mu\text{g/L}$ ), which is equivalent to ppb.

Figure 2 presents possible lead hazard reduction options for various lead levels. More comprehensive actions may be necessary to address health threats from higher concentrations. As there is no safe level of lead, it is important to incorporate lead hazard reduction options and communicate at all levels of lead in order to raise awareness and reduce exposure.

The state of Minnesota has set 5 ppb as the threshold to take remediation steps. Public schools, charter schools, and child care centers MUST remediate when lead is 5 ppb or higher. MDH recommends that other facilities serving children clearly identify their policy for remediating.

### Guidance on Interpreting Results and Recommended Remediation Options

It is critical to understand that health risks from lead do not abruptly change at varying concentrations of lead. As lead concentrations, the duration of exposure, or the number of fixtures impacted (example, distribution) steadily increases, the risks posed to students steadily increase. Response options should consider vulnerability of those exposed, concentration of lead, duration of exposures, and current practices to reduce lead, among other things. A result of 4 ppb is not appreciably safer than a result of 5 ppb.

Mitigation strategies used will depend on the site-specific conditions of the facility such as building age, plumbing materials, water use pattern, incoming water quality, and population served. It may take a combination of options and multiple steps over a period of time to manage/remove lead in drinking water. Analytical results can be highly variable, and a clear pattern should be identified before implementing any

strategy. ECES may consider prioritizing strategies to prevent exposures to students and staff most at risk. The following discussion provides the most common hazard reduction options but is not intended to be all-inclusive. EPA's 3Ts guidance document is also an excellent resource for strategies on finding lead sources and implementing mitigation.

Figure 2: Remediation Actions

<b>5 ppb or higher</b>	
→	Do not use for cooking or drinking
→	Remove tap from service until problem is addressed
→	Perform corrective action to reduce below 5 ppb and retest to confirm
<b>Non-detect or less than 5 ppb</b>	
→	Non-detect means lead was not present
→	Normal tap use
→	Retest in 5 years

### Step 4 - Take Corrective Actions (Remediate)

Individual facilities vary tremendously across the state, it is imperative that final decisions on corrective actions are driven by local conditions and considerations. Actions that may be ideal in one ECES may not be appropriate for another setting.

The recommendations in this section were compiled to assist ECES in choosing the best lead hazard reduction option to reduce exposure to lead in their ECES. Options may be implemented individually, in combination, or not at all, depending on the specific situation at an individual ECES. Because no two facilities are exactly alike, best management practices will likely vary across the state.

In addition to possible remediation options outlined in Figure 2, the options further described here are in priority order (with the highest priority listed first and lowest priority last) of long term effectiveness in reducing lead hazards. Even when lead is detected at very small levels it shows that there is room to examine best practices such as changing or implementing routine maintenance strategies. For additional information, see Appendix D: Detailed Fixture Evaluation found on page 59 of the 2018 [3Ts Revised Manual \(PDF\)](#).

#### Option 1: Removal and/or Replacement of Lead Sources

Removal of sources of lead is the preferred way to remediate. Engineering plans and specifications for the plumbing system are useful for identifying sources of lead and helpful in determining if sources of lead can be removed from service or replaced with lead free fixtures. Options for eliminating lead sources include:

- Remove the fixture from service. If the fixture is seldom used, it may be disconnected or removed from the water supply line, but first verify the fixture is not required for local building code compliance
- Replace with lead-free fixture/plumbing component
- If the existing fixture is suspected to be the source of contamination, replace with a lead free fixture
- Replace other sources of lead, including lead pipe, lead solder joints, and brass plumbing

components with lead free materials

- To minimize the introduction of lead into drinking water systems, go to EPA's website to identify lead free certification marks for drinking water systems and plumbing materials. More information can be found in [How to Identify Lead Free Certification Marks for Drinking Water System & Plumbing Products](#).

## Option 2. Implement a Flushing Program

Flushing the drinking water fixtures (letting the water run for a set amount of time on a regular basis) can effectively reduce lead concentrations in drinking water. A flushing program works to reduce lead concentrations by clearing the fixtures of water that has been in contact with plumbing components that may contain lead. While flushing can work to reduce lead, it requires staff time, diligence, and commitment to ensure effectiveness. Verify the effectiveness of your flushing program by conducting follow up lead testing. Flushing programs do not remove the source of lead from buildings and must be continuously followed to prevent lead from building up.

A facility should develop standard operating procedures to conduct flushing that it maintains onsite and should ensure that facility staff are aware of the responsibility and importance of maintaining flushing programs. Flushing programs are a water management strategy and can work to maintain high quality of water by reducing corrosion, maintaining chlorine residual, and if your public water system uses corrosion control treatment (such as orthophosphate) it can help bring this treatment through your buildings to protect plumbing materials. Flushing programs can also help with legionella management. Warm, stagnant water can be an incubator for legionella and other biological activity.

### There are two primary types of flushing programs: **Individual Tap Flushing and Main Pipe Flushing**

#### Individual Tap Flushing Program

- May be implemented if lead concentrations are found to be high at certain fixtures.
- Flush individual fixtures that have been tested and found to have high lead levels. This procedure is to be followed each day the facility is in session.
- During periods of normal use:
- Run each fixture in the morning before children arrive and again at midday. Site specific conditions will determine how long a fixture needs to be flushed and the number of times a day a fixture needs to be flushed. Refer to [3Ts Flushing Best Practices \(PDF\)](#) for guidance on flushing.
- Periodic testing may be done prior to and after the midday flushing to ensure the lead concentrations have remained low throughout the morning hours. If they have not, the flushing time should be increased, or another option should be implemented.
- After weekends or breaks, run each fixture for ten to fifteen minutes before children return to the facility, then return to normal use; and
- Frequency and duration of flushing should be reasonably documented.

#### Main Pipe Flushing Program

- May be implemented if lead concentrations are found to be high throughout the entire facility or confined to a certain area of the facility. This procedure is to be followed each day the facility is in session
- Begin by flushing the fixture furthest away from the water source for at least ten minutes

- Next flush the fixture the second furthest away and continue in this manner until all have been flushed
- Flushed samples should be periodically collected and analyzed for lead to confirm the effectiveness of flushing programs
- It is recommended that midday samples and end of the day samples be taken periodically to ensure the lead concentrations have remained low throughout the day. If they have not, another option should be implemented
- Review the results upon receipt and continue to optimize the procedure to reduce lead.

## More on Flushing

Flushing is a best management practice used to reduce lead levels by controlling the age of the water. It can be an interim or long-term option. This guidance presents flushing procedures that MDH has found effective in reducing the lead level in drinking water. Site-specific conditions will determine how long a fixture needs to be flushed and the number of times a day a fixture needs flushing. The key to using flushing as a best management practice is monitoring that demonstrates the lead level has been reduced.

Flushing can be done manually or can be automated with flushing devices. Flushing done for the purposes of lead reduction needs to be done and tracked at a fixture level. Manual flushing can take significant staff time depending on the size of the building and scope of flushing needed. Automatic flushing can help reduce the time needed to flush individual fixtures or be part of a routine water management plan.

Note that facilities implementing a flush program may wish to identify non-consumptive uses for the flushed water (watering plants, cleaning, etc.) in order to make use of this resource.

If a flushing program is stopped, MDH recommends the facility document why it stopped flushing and complete lead testing within 3 months of stopping the flushing program to assess any impacts to lead levels in drinking water. Flushing as a remediation option is only effective if it continues to be implemented consistently.

## Cleaning Aerators

Cleaning aerators is a routine maintenance strategy that can help reduce lead levels if implemented consistently. Aerators are screens located at the end of some fixtures. Cleaning aerators once after a high lead test will not prevent lead levels from increasing later.

- As a routine maintenance strategy we recommend cleaning aerators once every 6 months or once per quarter.
- Clean aerators more often if visible build up or changes to water flow are observed.
- If aerator cleaning is used as a remediation strategy, retest to make sure it was effective and implement a regular cleaning program to ensure lead does not build up again.
- Cleaning aerators does not remove the source of lead from the plumbing. Removing aerators so that they do not have to be cleaned can be an option but will impact the water usage and flow of the water through the fixtures.

## Option 3: Treatment

### ***Point-of-Use (POU) Treatment Device***

A POU water treatment device may be installed at fixtures where lead has been detected. These include reverse osmosis, on-sink water filters, filtered hydration stations, pitcher filters, and other devices. A POU device should be approved to meet NSF Standard 53, NSF Standard 58, or an equivalent standard along

with a claim of lead reduction. The device must be installed, operated, and maintained in accordance with the manufacturer's recommendations. POU treatment systems may be subject to Department of Labor and Industry (DLI) or local administrative authority plan review and approval prior to installation. Contact DLI at (651) 284-5063 for more information. For some examples of home treatment options that will reduce lead in drinking water see [Home Water Treatment factsheet](#).

Check that the device you are using is NSF certified for lead reduction at: [NSF Certified Drinking Water Treatment Units, Water Filters](#).

### ***Point of Entry (POE) Chemical Treatment***

POE chemical treatment involves adjusting the water chemistry to reduce the amount of lead absorbed by the water. This may be done by adding a chemical to the water as it enters the building. Typical methods of chemical treatment include addition of a phosphate-based or silica-based corrosion inhibitor or an adjustment to the water's pH or hardness. These chemicals provide a protective barrier along the pipes (pipe scale) that prevents lead from getting into the Water.

All chemical treatment systems are subject to MDH plan review and approval prior to installation. In addition, a school that installs POE corrosion control treatment becomes a public water system and is required to meet the regulatory requirements of the SDWA. If classified as a public water system, the school is responsible for meeting all of the water quality standards of the SDWA, is subject to inspection of the water distribution system, and is required to have a certified water operator.

POE chemical treatment does not take away the need for a water management or flushing program to ensure treatment consistency throughout the building. In parts of facilities with low water usage it may still be possible for elevated lead levels to be detected.

Contact the Minnesota Department of Health Drinking Water Protection Program at 651-201-4700 to determine if additional requirements will apply to your school prior to installing treatment.

### **Building Relationships with your Public Water System**

If the ECES receives its water from a municipal water supply, the ECES is encouraged to work with them to assess the source contribution of lead coming into the ECES and if the ECES has a lead service line.

Most ECES obtain their water from a public water system or municipal water supply. ECES should maintain good relationships with their water system.

1. Contact the water system if you have questions or concerns about your incoming water quality. If there are sudden changes in taste, odor, or color the water system is the best contact to help you address those concerns.
2. Check with your water system to see if your facility has a lead service line, lead gooseneck, or galvanized steel service line. These lines may need to be replaced and coordinating with the city is the best way to ensure the whole line is fully removed. The city may have funds available to assist in removal of these lines.
3. Community water systems report their annual water quality in a Consumer Confidence Report that is available every year. Search for your Consumer Confidence Report (CCR). Water systems will also notify their customers if there is a water quality problem that requires special actions (flushing, boiling etc..) Be sure you know how your water system will communicate concerns to your organization.

It is rare for lead to be coming from the public water supply itself, most lead in drinking water comes from

corrosion of plumbing materials such as service line or premise plumbing. For ECES on their own well, the only way to characterize lead contribution from the water source is to do a test of water coming into the building.

## Step 5 – Retest

All fixtures affected by a lead hazard reduction action must be retested to confirm the remediation action was effective at lowering the level of lead below 5 ppb. A first draw sample is to be taken using the procedure outlined in Step 2. If a flushing program was not implemented as part of the remediation, you may also want to collect a flushed sample(s) to identify if flushing would be helpful for reducing lead in the facility.

### Interpreting Results after Implementing Remediation Actions

Different facilities will choose different actions or combine actions. It is very common to combine aerator cleaning and flushing for example.

- If the analysis does not detect lead or lead is less than 5ppb, no further action is required, as long as the remediation or water management option remains in place. The next sample should be collected within five years.
- If the analysis shows lead remains present and is still at or above 5 ppb: A new remediation option can be implemented followed by retesting as specified in Step 2.
- When evaluating flushing both first draw and midday samples should be evaluated to ensure that lead levels do not rebound during the day. If lead remains present after flushing additional options such as filters, or fixture removal/replacement may be necessary.

If results show persistent elevated lead levels, testing/remediation should continue until the lead source is found and hazard reduction options implemented. The overall goal is to have the state agencies, ECES, parents, and students all work together to ensure that available resources are best targeted to minimize exposure to lead in drinking water.

## Step 6 - Communicate Results

### Schools

(a) A school district or charter school must send parents an annual notice that includes the district's or charter school's annual testing and remediation plan, information about how to find test results, and a description of remediation efforts on the district website. The district or charter school must update the lead testing and remediation information on its website at least annually. In addition to the annual notice, the district or charter school must include in an official school handbook or official school policy guide information on how parents may find the test results and a description of remediation efforts on the district or charter school website and how often this information is updated.

(b) If a test conducted under subdivision 3, paragraph (a), reveals the presence of lead at or above five parts per billion, the school district or charter school must, within 30 days of receiving the test result, either remediate the presence of lead to below five parts per billion, verified by retest, or directly notify parents of the test result.

In addition to testing for lead and meeting the remediation requirements, a lead hazard reduction program should include a comprehensive communication plan. The purpose of a communication plan is to provide a process for school employees, students, and parents to address questions, report results and provide ongoing, up-to-date information regarding sampling efforts.

School management should:

- Assign a designated person(s) to be the contact.
- Notify affected individuals about the availability of the testing and results; in a period not to exceed 30 days. School employees, students, and parents should be informed and involved in the communication process. Results of initial and any follow-up testing should be easily accessible along with documentation of lead hazard reduction options.
- Posting the information on a website is preferred, but the information should also be available to those without easily accessible internet access. Examples of other information venues are meetings, open houses, and public notices.
- Whenever lead is detected, identify, and share specific activities taken to minimize lead exposure by following the guidance in Figure 2 or refer to EPA 3Ts for additional remediation strategies.

MDE and MDH have developed an [Education and Communication Toolkit A Technical Guidance and Model Plan for Minnesota's Public Schools \(PDF\)](#) to aid schools in implementing this technical guidance/model plan.

## Child Care Centers -

MN Statute 145.9273 creates a communication requirement for child care centers as follows:

“A licensed or certified child care provider that tested its buildings for the presence of lead shall make the results of the testing and any remediation steps taken available to parents and staff and notify them of the availability of results. Reporting shall occur no later than 30 days from receipt of results and annually thereafter.”

Head Start programs that are classified as a licensed or certified childcare provider must make the results of testing and remediation steps taken available to parents and staff and notify them of the availability of the results. Reporting shall occur no later than 30 days from receipt of results and annually thereafter.

A facility that is sampling once every 5 years would share the old results each year until it tests again. The [Education and Communication Toolkit: Reducing Lead in Drinking Water in Child Care Settings \(PDF\)](#) will assist child care settings in implementing this technical/guidance.

## Step 7 - Report Results

### Schools -

MN State Statute 121A.335 creates a reporting requirement for schools as follows:

- (a) Starting July 1, 2024, school districts and charter schools must report their test results and remediation activities to the commissioner of health in the form and manner determined by the commissioner in consultation with school districts and charter schools, by July 1 of each year. The commissioner of health must post and annually update the test results and remediation efforts on the department website by school site.
- (b) A district or charter school must maintain a record of lead testing results and remediation activities for at least 15 years.

Keeping records is useful for identifying trends/anomalies in results at any drinking water fixture or the school distribution system as a whole.

### Child Care Centers -

MN Statute 145.9273 creates a reporting requirement for child care centers as follows:

- (a) A licensed or certified child care provider that tested its buildings for the presence of lead shall make the results of the testing and any remediation steps taken available to parents and staff and notify them of the availability of results. Reporting shall occur no later than 30 days from receipt of results and annually.
- (b) Beginning July 1, 2024, a licensed or certified child care provider must report the provider's test results and remediation activities to the commissioner of health annually on or before July 1 of each year.

### Head Starts

Many Head Start programs are classified as child care centers or are located within a school program. These child cares would be required to report results to MDH. Head Start programs that do not meet these requirements would not have to report results to MDH.

## Step 8 – Water Management Plan

[MN State Statute 121A.335](#) states:

By July 1, 2024, a school district or charter school must revise its plan to include its policies and procedures for ensuring consistent water quality throughout the district's or charter school's facilities. The plan must document the routine water management strategies and procedures used in each building or facility to maintain water quality and reduce exposure to lead. A district or charter school must base the plan on the United States Environmental Protection Agency's "Ensuring Drinking Water Quality in Schools During and After Extended Closures" fact sheet and the United States Environmental Protection Agency's "3Ts Toolkit for Reducing Lead in Drinking Water in Schools and Child Care Facilities" manual. A district or charter school's plan must be publicly available upon request.

A water management plan is a helpful tool for ECES to use to maintain and improve facility water quality. Every building is different, and the scope of a water management plan may look vastly different from a small building to a large building or campus-style facility.

Key components of water management plan include:

1. Identify all water fixtures and identify how they are used. This will help determine which fixtures you will test for lead and which fixtures should be labeled/posted for non consumption. Identifying fixtures will also help identifying hazards.
2. Identify areas of concern where lead levels are likely to be highest or where biological activity may be a concern (warm, stagnant water).
3. Decide what routine maintenance strategies (engineering controls) should be used and how to access their effectiveness (lead testing, chlorine testing, pH, temperature, etc.). This will be highly specific to your building.
4. Decide how you will intervene when assessments reveal that controls are not being met.
  - a. Ex. A lead test was above 5 ppb at an old fixture. Intervention: replaced with a new fixture and retested showing non-detect for lead.
  - b. Ex. Biofilm/pipe scale was observed on a faucet. Intervention: the faucet and aerator were cleaned and flushed.
  - c. Ex. A weekly chlorine test shows no detected chlorine residual in areas not used frequently. Intervention: Flushing was done until a chlorine residual was observed. Chlorine was tested daily for several days to ensure the regular flushing protocol was working.
  - d. Ex. Hot water lines are not hot. This is a hazard because when hot water is allowed to cool it can provide growth for bacteria. Intervention: Temperature regulator and mixing valves were checked. A mixing valve was broken, after repair the problem was corrected.
5. Make sure the program is running as designed and is effective.
6. Document and share results.

The larger the building and more complex the plumbing system is the more information and details may be needed in your water management plan.

Resources for building water management plans include:

- [Developing a Water Management Program to Reduce Legionella Growth & Spread in Buildings \(PDF\)](#); and
- [Ensuring Drinking Water Quality in Schools During and After Extended Closures](#).

## Glossary of Terms and Acronyms

**Aerator** - An aerator is found at the tip of the faucet. Aerators are screwed onto the faucet head, creating a non-splashing stream, and delivering a mixture of water and air.

**Child Cares** - A licensed or certified child care provider is a child care center licensed under Minnesota Rules, chapter 9503, or a certified license-exempt child care center under chapter 245H.

**Corrosion** - A dissolving and wearing-away of metal caused by a chemical reaction between water and plumbing materials in contact with the water.

**Department of Human Services (DHS)** - State agency that regulates child cares.

**Detected** - An amount of lead above the detection level. A concentration of lead analyzed with a certainty of precision to be at or above the detected level.

**Detection Level (DL)** - The lowest concentration of lead that can be analyzed with a certainty of precision. Results below this level are often expressed as “non-detected,” “nd,” or “<DL.” For the purposes of this document, 2 ppb is the maximum detection level recommended for lead analysis.

**Drinking Water Faucet/Tap** - Point of access for people to obtain water for drinking or food preparation. A faucet/tap can be a fixture, faucet, drinking fountain or water cooler. Drinking water taps typically do not include bathroom taps, hose bibs, laboratory faucets/sinks or custodial closet sinks when clearly marked as not for drinking water or food preparation.

**EPA 3Ts** – Environmental Protection Agency 3Ts for Reducing Lead in Drinking Water is a guidance document to help schools and child care facilities implement a program for reducing lead in drinking water. The document focuses on training, testing, and taking action.

**Federal Safe Drinking Water Act (SDWA)** – Federal law regulating the public drinking water supply.

**Field Analyzer** - Instrument suitable for water analysis in the field and provides results.

**First Draw Sample** - The first water drawn from a fixture after the water has sat undisturbed in the plumbing system for at least eight hours.

**Fittings** - Plumbing components used to join sections of pipe or to join pipe to fixtures.

**Fixture** - Exchangeable device connected for the distribution and use of water in a building. Examples: drinking fountain, sinks, shower, tub, toilet, hydrant.

**Flush(ing)** - Running water at a fixture or fixtures to clear standing water from the plumbing system.

**Flush Sample** - A water sample that has been collected following the flushing of a drinking water fixture.

**Flux** - A substance applied during soldering to facilitate the flow of solder. Flux used prior to 1986 contains lead and can itself be a source of lead contamination in water.

**Lead-Free** - Weighted average of not more than 0.25% lead in wetted surface material for pipe, pipe and plumbing fittings and fixtures, and 0.2% lead for solder and flux.

**Limit of Detection (LOD)** - The lowest quantity of a substance that can be distinguished from the absence of the substance due to the instrument’s analytical process. It is usually lower than the detection level.

**Minnesota Department of Education (MDE)** – State public education agency.

**Minnesota Department of Health (MDH)** – State public health agency.

**National Standards (NSF)** – Authority for health standards, testing, certification, consulting and training for food, water, health products, and the environment.

**Non-Detect** - A lead result below the limit of detection, often expressed as “non-detected,” “nd,” or “<DL.”

**pH** - A measure of acidity and alkalinity between 0 (highly acidic) and 14 (highly basic); 7 is neutral.

**Parts per Billion (ppb)** - A standard unit of measurement commonly used to describe the concentration of lead in drinking water. Also expressed as micrograms/liter (µg/L).

**pH** - A measure of acidity and alkalinity between 0 (highly acidic) and 14 (highly basic); 7 is neutral.

**Point of Entry (POE)** - A water treatment device installed to treat all water entering a single school, building, facility or home. Example: water softener.

**Point of Use (POU)** - A water treatment device intended to treat water for direct consumption, typically at a single fixture or a limited number of fixtures. Example: faucet-mount cartridge filter.

**Primary Prevention** - aims to prevent disease or injury before it ever occurs. It is done by preventing exposures to hazards that cause disease or injury, altering unhealthy or unsafe behaviors that can lead to disease or injury, and increasing resistance to disease or injury should exposure occur.

**Public Water System (PWS)** - A system that has at least 15 service connections or regularly serves an average of 25 individuals daily at least 60 days out of the year.

**Community Public Water System (CPWS)** - A PWS which serves at least 15 service connections used by year-round residents or regularly serves at least 25 year-round residents. Examples: municipalities, manufactured mobile home parks.

**Nontransient Noncommunity (NTNC) Public Water System** - A PWS that is not a CPWS and that regularly serves at least 25 of the same persons over 6 months per year. Examples: schools, child care centers, factories.

**Schools** - Minnesota’s public and charter schools serving students in pre-kindergarten through grade 12.

**Service Connection** - The pipe that carries fixture water from the public water main to a building.

**Solder** - A metallic compound used to seal the joints between pipes. Until 1988, solder containing up to 50% lead was legally used in potable water plumbing. Lead free solders, which can contain up to 0.2% lead, often contain one or more of the following metals: antimony, tin, copper, or silver.

**Technical Guidance/Model Plan** - The plan developed by the commissioners of health and education to accurately and efficiently test for the presence of lead in drinking water in public school buildings, as required under MN State Statute 121A.335 and MN State Statute 145.9273.

**United States Environmental Protection Agency (EPA)** - Federal agency with a mission to protect human health and the environment; oversees implementation of the SDWA.

**Water Infrastructure Improvements for the Nation (WIIN)** - A federal grant from the EPA to states to develop and implement a lead testing program for eligible schools and child cares. This program is designed to provide sample kits and laboratory analysis for lead in drinking water.

# References

## Applicable references:

- ❖ MN Rules, part 121A.335 Lead in School Drinking Water  
<https://www.revisor.mn.gov/statutes/cite/121A.335>
- ❖ MN Rules, part 145.9273 Testing for Lead in Drinking Water in Child Care Settings  
<https://www.revisor.mn.gov/statutes/cite/145.9273>
- ❖ Centers for Disease Control and Prevention - Childhood Lead Poisoning Prevention  
<https://www.cdc.gov/nceh/lead/>
- ❖ MDH Lead Program  
<https://www.health.state.mn.us/communities/environment/lead/index.html>
- ❖ Ensuring Drinking Water Quality in Schools During and After Extended Closures  
[https://www.epa.gov/sites/production/files/2021-03/documents/us\\_epa\\_schools\\_extended\\_closures\\_factsheet\\_508\\_3-4-2021\\_0.pdf](https://www.epa.gov/sites/production/files/2021-03/documents/us_epa_schools_extended_closures_factsheet_508_3-4-2021_0.pdf)
- ❖ How to Identify Lead Free Certification Marks for Drinking Water System & Plumbing Products  
<https://nepis.epa.gov/Exe/ZyPDF.cgi?Dockey=P100LVYK.txt>
- ❖ The Role of Head Start Programs in Addressing Lead in Water ACF-IM-HS-23-01  
<https://eclkc.ohs.acf.hhs.gov/policy/im/acf-im-hs-23-01>
- ❖ Lead and Copper Rule  
<https://www.epa.gov/dwreginfo/lead-and-copper-rule>
- ❖ Lead and Copper Rule 40 CFR Part 141 Subpart I  
<https://www.ecfr.gov/current/title-40/chapter-I/subchapter-D/part-141/subpart-I>
- ❖ Lead Water Coolers Banned in 1988 (PDF)  
[https://www.epa.gov/sites/production/files/2018-09/documents/module\\_4\\_lead\\_water\\_coolers\\_banned\\_in\\_1988\\_508.pdf](https://www.epa.gov/sites/production/files/2018-09/documents/module_4_lead_water_coolers_banned_in_1988_508.pdf)
- ❖ Lead Contamination Control Act 1988  
<https://www.epa.gov/sites/default/files/2015-09/documents/epalccapamphlet1989.pdf>
- ❖ Final "Lead Free" Rule  
<https://www.epa.gov/sdwa/use-lead-free-pipes-fittings-fixtures-solder-and-flux-drinking-water>
- ❖ 3Ts for Reducing Lead in Drinking Water Toolkit  
<https://www.epa.gov/ground-water-and-drinking-water/3ts-reducing-lead-drinking-water-toolkit>
- ❖ Guidelines for Canadian Drinking Water Quality  
<https://www.canada.ca/en/health-canada/services/environmental-workplace-health/reports-publications/water-quality/guidelines-canadian-drinking-water-quality-summary-table.html>
- ❖ Long Term Facilities Maintenance  
<https://education.mn.gov/MDE/dse/schfin/fac/ltfm/>
- ❖ DHS Grants and RFPs  
<https://mn.gov/dhs/partners-and-providers/grants-rfps/>

- ❖ Child Care Facility Revitalization Grants  
<https://www.firstchildrensfinance.org/for-businesses/grants/>
- ❖ Child Care Aware - Child Care Service Grants  
<http://childcareawaremn.org/professionals/caregivers/grants-scholarships/ccrr-grants>
- ❖ Child Care Aware - Local Resources  
<http://childcareawaremn.org/local-resources>
- ❖ WIIN Grant: Voluntary School and Child Care Lead Testing and Reduction Program  
<https://www.epa.gov/dwcapacity/wiin-grant-voluntary-school-and-child-care-lead-testing-and-reduction-grant-program>
- ❖ Minnesota Lead Testing in Schools and Child Care in Drinking Water  
<https://www.health.state.mn.us/communities/environment/water/schools/mngrant.html>
- ❖ Drinking Water Protection Grant Information  
<https://www.health.state.mn.us/communities/environment/water/com/grants.html>
- ❖ Lead Remediation in Drinking Water in Schools and Child Care setting Grant Program  
<https://www.health.state.mn.us/communities/environment/water/com/leadremgrant.html>
- ❖ Accredited Laboratories  
<http://www.health.state.mn.us/labsearch>
- ❖ EPA 3Ts Module 5  
[https://www.epa.gov/system/files/documents/2021-08/module\\_5\\_detailed\\_fixture\\_evaluation\\_508.pdf](https://www.epa.gov/system/files/documents/2021-08/module_5_detailed_fixture_evaluation_508.pdf)
- ❖ 3Ts Revised Manual (PDF)  
<https://nepis.epa.gov/Exe/ZyPDF.cgi/P100VLI2.PDF?Dockey=P100VLI2.PDF>
- ❖ Consumer Confidence Report (CCR)  
<https://mnccr.web.health.state.mn.us/index.faces>
- ❖ 3Ts Flushing Best Practices (PDF)  
[https://www.epa.gov/sites/default/files/2018-09/documents/flushing\\_best\\_practices\\_factsheet\\_508.pdf](https://www.epa.gov/sites/default/files/2018-09/documents/flushing_best_practices_factsheet_508.pdf)
- ❖ Home Water Treatment Fact Sheet  
<https://www.health.state.mn.us/communities/environment/water/factsheet/hometreatment.html>
- ❖ NSF Certified Drinking Water Treatment Units, Water Filters  
<https://info.nsf.org/Certified/dwtu/>
- ❖ Education and Communication Toolkit A Technical Guidance and Model Plan for Minnesota's Public Schools (PDF)  
<https://www.health.state.mn.us/communities/environment/water/docs/toolkit.pdf>
- ❖ Education and Communication Toolkit: Reducing Lead in Drinking Water in Child Care Settings (PDF)  
<https://www.health.state.mn.us/communities/environment/water/docs/toolkitccare.pdf>
- ❖ Developing a Water Management Program to Reduce Legionella Growth & Spread in Buildings (PDF)  
<https://www.cdc.gov/legionella/downloads/toolkit.pdf>

# APPENDIX

## A - Sampling Schedule

The ECES will perform testing as follows in Chart 1A renewing the cycle every 5 years afterwards.

Chart 1A: Sampling Schedule		
<u>Year</u>	<u>Facility</u>	<u>Fixtures</u>
2024	Elementary School	All Fixtures In Building Except Those Labeled Non-Potable
2025	Community Ed	All Fixtures In Building Except Those Labeled Non-Potable
2026	Middle School	All Fixtures In Building Except Those Labeled Non-Potable
2027	High School	All Fixtures In Building Except Those Labeled Non-Potable
2028	Catch Up Year	All Fixtures In Building Except Those Labeled Non-Potable

# STUDENTS

## Internet Acceptable Use and Safety Policy

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### 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:

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- 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.

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- 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

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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.

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## Internet Acceptable Use and Safety Policy

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### VI. FILTER

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

### VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

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## Internet Acceptable Use and Safety Policy

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### 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.

### 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

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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.

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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 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:

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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

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and web-browsing activity.

- C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:
1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;
  2. the activity is permitted under a judicial warrant;
  3. the school district is notified or becomes aware that the device is missing or stolen;
  4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;
  5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or
  6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.
- D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

### **XV. CELL PHONE USE**

For the purposes of this policy, instructional day is defined as:

- The PreK-5 instructional day is defined from the start to the end of the school day. See Parent/Student handbook for start and end times for each building.
  - The grade 6 - 12 instructional day is defined from the start of each class period to the end of each class period. See Parent/Student handbook for each building's bell schedule.
1. Students are prohibited from using cell phones and other electronic communication devices during the instructional day. Students also are prohibited from using a cell phone or other electronic communication device to engage in conduct prohibited by

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school district policies including, but not limited to, cheating, bullying, harassment, and malicious and sadistic conduct.

2. If the school district has a reasonable suspicion that a student has violated a school policy, rule, or law by use of a cell phone or other electronic communication device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search.
3. Students who use an electronic communication device during the school day and/or in violation of school district policies may be subject to disciplinary action pursuant to the school district's discipline policy. In addition, a student's cell phone or electronic communication device may be confiscated by the school district and, if applicable, provided to law enforcement. Cell phones or other electronic communication devices that are confiscated and retained by the school district will be returned in accordance with school building procedures.

***[Note: This language aligns with the provisions found in the MSBA Model Student Handbook. As an alternative to stating specific cell phone rules in a school district policy, a school board could choose to direct school administration to establish cell phone rules. This approach enables administrators to craft flexible and specific rules that are specific to grade levels and buildings.]***

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

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

### **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.

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- 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)  
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)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 125B.15 (Internet Access for Students)  
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)  
*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 (8<sup>th</sup> Cir. 2012)  
*Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist.*,  
853 F.Supp.2d 888 (W.D. Mo. 2012)  
*M.T. v. Cent. York Sch. Dist.*, 937 A.2d 538 (Pa. Commw. Ct. 2007)

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

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MSBA/MASA Model Policy 606

Orig. 1995

Revised: \_\_\_\_\_

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## **606 TEXTBOOKS AND INSTRUCTIONAL MATERIALS**

### **I. PURPOSE**

The purpose of this policy is to provide direction for selection of textbooks and instructional materials.

### **II. GENERAL STATEMENT OF POLICY**

The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

### **III. RESPONSIBILITY OF SELECTION**

- A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.
- B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials ~~which~~that:
1. support the goals and objectives of the education programs;
  2. consider the needs, age, and maturity of students;
  3. foster respect and appreciation for cultural diversity and varied opinion;
  4. fit within the constraints of the school district budget;
  5. are in the English language. Another language may be used, pursuant to Minnesota Statutes section~~Minn. Stat. §~~ 124D.61;
  6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and
  7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.
- C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.

#### IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

- A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.
- B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

#### V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS

- A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials.
- B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.
- C. The superintendent shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other instructional materials. When approved by the school board, such procedure shall be an addendum to this policy.

**Legal References:** Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction—~~Curriculum~~)  
Minn. Stat. § 120B.235 (American Heritage Education)  
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)  
Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)  
Minn. Stat. § 124D.59-124D.61 (~~Limited English Proficiency~~Education for English Learners Act)  
Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)  
*Hazelwood Sch. Dist. v. Kuhlmeier*, 484 U.S. 260, ~~108 S.Ct. 562, 98 L.Ed.2d 592~~ (1988)  
*Pratt v. Independent Sch. Dist. No. 831*, 670 F.2d 771 (8<sup>th</sup> Cir. 1982)

**Cross References:** MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 604 (Instructional Curriculum)