

## Business Meeting

Tuesday, June 25, 2024 6:00 PM

Oak Park Learning Center, 6355 Osman Avenue North, Stillwater, MN 55082

|   |   |
|---|---|
| I. Recognition  | <b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair |
| II. Public Comment  | <b>Speaker (s)</b> : Ms. Alison, School Board Chair         |
| III. Call to Order  | <b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair |
| IV. Roll Call   | <b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair |
| V. Pledge of Allegiance   | <b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair |
| VI. Approval of Agenda  | <b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair |
| VII. Superintendent Report  | <b>Speaker (s)</b> : Dr. Mike Funk, Superintendent          |
| VIII. Board Chair Report  | <b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair |
| IX. Consent Agenda  |   |
| IX.A. School Board Meeting Minutes, May 28, 2024  |   |
| IX.B. School Board Meeting Minutes, June 11, 2024   |   |
| IX.C. Payment of Invoices from June 8, 2024 through June 21, 2024                                   |   |
| IX.D. PowerSchool Suite Renewal   |   |
| IX.E. Network Security Contract Renewal   |   |
| IX.F. Fiscal Year 2024-25 Census  |   |
| IX.G. School Age Care Retention Stipend   |   |
| IX.H. School Nutrition Program joint agreement with multiple schools                                |   |
| IX.I. ALPS Insurance Renewal  |   |
| IX.J. Field trip Request  |   |
| IX.K. Human Resources Personnel Report  |   |
| X. Strategic Direction A: Ensure the learning process is adaptable to meet individual student needs |   |
| X.A. End of the Year Recap  | <b>Speaker (s)</b> : Dr. Mike Funk, Superintendent          |

|        |  |   |
|--------|--|---|
| XI.    | <b>Strategic Direction B: Foster a safe, welcoming and inclusive environment for all staff and students</b>  |   |
| XII.   | <b>Strategic Direction C: Utilize systems and align resources in an efficient manner to support learning</b> |   |
| XII.A. | Action: Fiscal Year 2024-25 Preliminary Budget   | <b>Speaker (s) :</b> Ms. Marie Schrul, Executive Director of Finance              |
| XII.B. | Action: Long Term Facility Maintenance (LTFM) Ten-Year Plan  | <b>Speaker (s) :</b> Mark Drommerhausen, Director of Operations                   |
| XII.C. | Action: Directors Terms and Conditions   | <b>Speaker (s) :</b> Ms. Kristine Carlston, Executive Director of Human Resources |
| XII.D. | Action: 2024-2025 Resolution for Membership in the Minnesota State High School League                        | <b>Speaker (s) :</b> Ms. Alison Sherman, School Board Chair                       |
| XII.E. | Resolution Relating to the Election of School Board Members and Calling the School district General Election | <b>Speaker (s) :</b> Ms. Alison Sherman, School Board Chair                       |
| XII.F. | Report: Policy Second Reading  | <b>Speaker (s) :</b> Mr. Paul Lee, Executive Director of Student Support Services |
| XII.G. | Action: Approval of Policies   | <b>Speaker (s) :</b> Mr. Paul Lee, Executive Director of Student Support Services |
| XIII.  | <b>Strategic Direction D: Develop strong partnerships with the communities we serve</b>                      |   |
| XIV.   | <b>Adjournment</b>   | <b>Speaker (s) :</b> Ms. Alison Sherman, School Board Chair                       |
| XV.    | <b>Attachments</b>   |   |

- I. Recognition: The School Board recognized Jenna Phelps and Samuel Young, who have served on the school board this year, as the student representatives.
- II. Public Comment: No speakers
- III. Call to Order: The meeting was called to order at 6:14 p.m.
- IV. Roll Call: Present: Katie Hockert, Pete Kelzenberg, Chris Lauer, Beverly Petrie, Annie Porbeni, Alison Sherman, Andrew Thelander
- V. Pledge of Allegiance
- VI. Approval of Agenda: Motion made by Sherman and second by Porbeni, Carried 7-0.
- VII. Student Report: The united council has selected the flags to hang along the perimeter of the cafeteria and the music during passing time has been successful. Students are preparing for the last days of school and the senior class is excited preparing for graduation day.
- VIII. Superintendent Report: Prior to the board meeting, the board attended an open house for the Alternative Learning Center (ALC) space at the Oak Park Learning Center for the 2024-25 school year. Dr. Efe Agbamu, Assistant Superintendent, will begin on July 1, 2024. Her office will be located at the Oak Park Learning Center along with some of the district office staff. The board discussed the purchase of land for the new Andersen Elementary school during a closed session followed by possible action on the agreement.
- IX. Chair Report: The board recognized the community and tax payers for helping meet the needs of our students.
- X. Consent Agenda: A. School Board Meeting Minutes, April 23, 2024; B. School Board Meeting Minutes, May 14, 2024; C. Payment of Invoices - May 11-14, 2024, Treasurer's Report and Gifts and Donations, April 2024; D. Policy 410-Family and Medical Leave Annual Review; E. Rutherford Elementary Pavement Installation; F. Community Education Casual Wages; G. Memorandum of Agreement (MOA) St. Croix Education Association; H. Memorandum of Agreement (MOA) St. Croix Paraprofessional Association; I. Memorandum of Agreement (MOA) Regarding Sponsorship of Employee Immigration Application; J. Severance Agreements; K. Human Resources Personnel Report. Motion by Thelander and second by Petrie, Carried 7-0.
- XI. Strategic Direction A: Ensure the Learning Process is Adaptable to Meet Individual Student Needs, Foster a Safe, Welcoming and Inclusive Environment for All Staff and Students. Nothing to report.
- XII. Strategic Direction B: Foster a Safe, Welcoming and Inclusive Environment for All Staff and Students. Nothing to report.
- XIII. Strategic Direction C: Utilize Systems and Align Resources in an Efficient Manner to Support Learning.
  - A. Report: Contract and Terms and Conditions Updates. The board received an overview of the nutrition services agreement, technical support terms and conditions and the coordinators/specialists/supervisor (CSS) terms and conditions.
  - B. Action: 2023-2025 Nutrition Services Agreement. The new contract covers the period of July 1, 2023, through June 30, 2025, and includes some changes to steps and family medical insurance. It also adds longevity pay in both years of the contract. The salary schedule increases 4% in year 1 and 4.5% in year 2. Motion by Hockert and second by Thelander, carried 7-0.
  - C. Action: 2023-2025 Coordinator/Supervisors/Specialists Terms and Conditions. The new terms cover the period of July 1, 2023, through June 30, 2025, and include changes to family medical insurance and provide an increase in the district's contribution to the health care savings plan. They also update holidays, replace emergency leave with discretionary leave, and increase non-duty days. Under the new terms, the salary schedule increases 2% in year 1 and 4.5% in year 2 with steps and longevity in both years. Motion by Sherman and second by Lauer, carried 7-0.
  - D. Action: 2023-2025 Technical Support Terms and Conditions. The terms cover the period from July 1, 2023, through June 30, 2025, and include changes to family medical insurance. They also update holidays for year-round staff, revise the vacation accrual

schedule and add discretionary leave for staff who otherwise do not earn vacation time off. Under the new terms, the salary schedule increases 2% in year 1 and 4.5% in year 2 with steps and longevity in both years. Motion by Kelzenberg and second by Porbeni, carried 7-0.

- E. Action: Resolution Non-Renewing Probationary Teaching Contract. Motion by Sherman and second by Petrie, carried 7-0.
- F. Report: First Reading Policies; 420 - Blood Borne Pathogens and Infectious Diseases in Staff and Students, 507 - Corporal Punishment and Prone Restraint, 508 - Extended School Year for Certain Students with Individualized Education Programs. These policies will come to the board for a second reading and approval at a future meeting.
- G. Action: Revoke Policies; Policy 430 - Political Activities, Policy 503.1 - Attendance and Student Mobility, Policy 510.1 - Participation of Non-Public School Students in Co-Curricular Activities, Policy 512.1 - Student Production of Goods and Service, Policy 512.2 - Public Performances by Students, Policy 515.1 - Student Progress Records. Motion by Sherman and second by Kelzenberg, carried 7-0.

XIV. Strategic Direction D: Develop Strong Partnerships with the Communities We Serve. Nothing to report.

A. Report: Legislative Update. Some of the items highlighted in the recent legislative session are updates to the READ Act, including additional funding to support teacher training and the purchase of curriculum. New requirements for graduation in the areas of mental health education and health classes, as well as a delay in the civics graduation requirement, a new student cell phone use policy and changes in how and when school boards can fill vacant seats. A detailed legislative session summary is online at [AMSD.org](http://AMSD.org).

B. Report: Bond Update. The board received an update on the work underway for the new elementary schools in Lake Elmo and Bayport, as well as renovations at Oak-Land Middle School.

XV. Closed Session: Pursuant to Minn. Stat. § 13D.05, subd. 3(c)(3), which allows the Board to go into closed session to develop or consider an offer to purchase or sell real property. Motion by Sherman to adjourn to closed session at 7:14 p.m. and second by Kelzenberg, carried 7-0. Present: Hockert, Kelzenberg, Lauer, Petrie, Porbeni, Sherman, Thelander, Dr. Funk, Mark Drommerhausen. Motion to move to open session by Petrie at 7:30 p.m. and second by Thelander, carried 7-0.

XVI. Action: Resolution authorizing the school district to purchase 10 acres of land in Baytown Township. The land, which is adjacent to Barkers Alps Park in Bayport, will be home to a new elementary school in Bayport. Motion by Sherman and second by Thelander, carried 7-0.

XVII. Adjourn

A. The meeting adjourned at 7:33 p.m.

Respectfully submitted, Beverly Petrie, Board Clerk

- I. Call to Order: The meeting was called to order at 6:05 p.m.
- II. Roll Call: Present: Katie Hockert, Pete Kelzenberg, Chris Lauer, Beverly Petrie, Annie Porbeni, Andrew Thelander; Absent: Alison Sherman
- III. Pledge of Allegiance
- IV. Approval of Agenda: Motion made by Thelander and second by Lauer; Carried 6-0.
- V. Consent Agenda: A. Payment of Invoices - May 25, 2024 - June 7, 2024; Motion to approve by Petrie and second by Kelzenberg; carried 6-0.
- VI. Strategic Direction A: Ensure the Learning Process is Adaptable to Meet Individual Student Needs, Foster a Safe, Welcoming and Inclusive Environment for All Staff and Students. Nothing to report.
  - A. Q-Comp Annual Report. The Alternative Teacher Professional Pay System (ATPPS, commonly known as Q Comp) is designed to provide additional support and opportunities for teachers to grow and develop their skills.
- VII. Strategic Direction B: Foster a Safe, Welcoming and Inclusive Environment for All Staff and Students.
  - A. Cell Phone Discussion Timeline. Recent legislation requires districts to adopt a policy on students' possession and use of cellphones in school by March 15, 2025.
- VIII. Strategic Direction C: Utilize Systems and Align Resources in an Efficient Manner to Support Learning.
  - A. Report: Long Term Facility Maintenance (LTFM) 10-Year Plan. The purpose of this report is to provide a comprehensive list of projects that qualify for LTFM funding. To qualify for a 2024 payable property tax levy, the 2025 Ten Year Plan must be adopted and submitted to the Department of Education.
  - B. Action: Resolution Approving NE Metro 916 LTFM Budget. As a member of Northeast Metro 916, we are responsible for a portion of their facility's maintenance costs. Funding for the projects comes from a local non-voter approved levy. Our share of the annual costs for NE Metro 916 will be \$46,544. Motion to approve by Thelander and second by Hockert; carried 6-0.
  - C. Report: Budget Update. School Board members reviewed the fiscal year 2024-25 preliminary budget. Some of the factors that influence the preliminary budget include enrollment, contractual settlements, legislative adjustments, bond ratings and inflation. A preliminary budget will be presented for approval at the June 25 board meeting.
  - D. Action: Principal Contract Master Agreement; The new contract covers the period of July 1, 2023 through June 30, 2025. The agreement includes changes to family medical insurance, increases longevity pay to \$1,000 at 5 years and \$2,000 at 10 years, and increases the 403b cap. It also aligns elementary and middle school assistant principals on the same lane. The salary schedule increases 4% in year 1 (effective for half of the year) and 4.5% in year 2. Motion to approve by Porbeni and second by Lauer; carried 6-0.
  - E. Report: First Reading New Policies; 502 - Search of Student Lockers, Desks, Person Possessions, and Student's Process 507.5 - School Resource Officers; 514 - Bullying Prohibition Policy; 530 - Immunization Requirements; 535 - Service Animals in Schools. These policies will come to the board for a second reading and approval at a future meeting.
  - F. Report: Second Reading Policies: 420 - Blood Borne Pathogens and Infectious Diseases in Staff and Students; 507 - Corporal Punishment and Prone Restraint; 508 - Extended School Year for Certain Students with Individualized Education Programs. There have been no changes to these policies since the first reading at the May 25 board meeting.
  - G. Public Comment on policies. No speakers
  - H. Action: Policies: 420 - Blood Borne Pathogens and Infectious Diseases in Staff and Students; 507 - Corporal Punishment and Prone Restraint; 508 - Extended School Year

for Certain Students with Individualized Education Programs; Motion to approve by Petrie and second by Porbeni; carried 6-0.

- IX. Strategic Direction D: Develop Strong Partnerships with the Communities We Serve. Nothing to report.
- X. Adjourn
  - A. The meeting adjourned at 8:06 p.m.

Respectfully submitted, Beverly Petrie, Board Clerk

## EXPENDITURE APPROVAL FORM Fiscal Year 2023-2024

**Instructions:** This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$175,000.00

**REQUESTED BY:** John Perry     **DATE:** June 25, 2024

### DESCRIPTION OF REQUEST

School board approval for \$260,684.82 for all PowerSchool Suite products for the 2024-2025 school year.

### FINANCIAL IMPACT

**\$260,684.82**

**Budget(s) Impacted:** 100% Technology- Levy

#### Is This a One-Time Expenditure?

- Yes, once implemented there will be no ongoing costs
- No, it will need to be funded indefinitely (annually)
- No, it will need to be funded for Fiscal Years 2020-?

#### Is there an off-setting revenue source(s)?

- Yes     List Source(s):
- No     Tech Levy

## Sales Quote - This is Not An Invoice

Prepared By: Renee Shelor  
 Customer Name: Stillwater School District 834  
 Contract Term: 12 Months  
 Start Date: 1-JUL-2024  
 End Date: 30-JUN-2025  
 Billing Frequency: Annually

Customer Contact: John Perry  
 Title: Director of Learning Technology  
 Address: 1875 Greeley Street South  
 City: Stillwater  
 State/Province: Minnesota  
 Zip Code: 55082  
 Phone #: (651)351-8414

| Product Description  | Quantity | Unit     | Extended Price |               |
|--|----------|----------|----------------|---------------|
| <b>Initial Term 1-JUL-2024 - 30-JUN-2025</b>                 |          |          |                |               |
| <b>License and Subscription Fees</b>                         |          |          |                |               |
| PowerSchool SIS Hosted Subscription                          | 8,400.00 | Students | USD 45,864.00  |               |
| PowerPack: Subscription SaaS                                 | 8,400.00 | Students | USD 15,960.00  |               |
| Perform Sync District  | 1.00     | Each     | USD 2,260.52   |               |
| PowerSchool SIS Hosting SSL Certificate                      | 1.00     | Each     | USD 490.66     |               |
| Perform Teacher and Principal                                | 1.00     | Students | USD 15,070.17  |               |
| PD+ Subscription   | 8,400.00 | Students | USD 5,208.00   |               |
| Professional Learning  | 8,300.00 | Students | USD 15,106.00  |               |
| Platform Hosted  | Hoonuit  | 8,300.00 | Students       | USD 15,687.00 |
| PowerSchool Ecollect Forms                                   | 8,400.00 | Students | USD 10,248.00  |               |
| Student Analytics Hosted                                     | Hoonuit  | 8,300.00 | Students       | USD 23,738.00 |
| PowerSchool Enrollment Registration                          | 8,400.00 | Students | USD 16,800.00  |               |
| Analytics and Insights MTSS                                  | Hoonuit  | 8,300.00 | Students       | USD 0.00      |
| Risk Analysis Hosted Subscription                            | Hoonuit  | 8,300.00 | Students       | USD 6,640.00  |
| PowerSchool PM Assessment and Advanced Reporting Core+       | 8,400.00 | Students | USD 28,728.00  |               |
| Analytics and Insights Talent and Business Operations Hosted | Hoonuit  | 8,300.00 | Students       | USD 15,687.00 |
| PowerSchool Performance Matters SSC Recurring                | 16.00    | Each     | USD 7,359.68   |               |
| Professional Learning LMS Integration Schoology              | 1.00     | Each     | USD 0.00       |               |
| PowerSchool Enrollment Additional Language - Spanish         | 1.00     | Each     | USD 1,226.64   |               |

License and Subscription Totals: **USD 226,073.67**

**Quote Total**

|                              |                                 |
|------------------------------|---------------------------------|
| <b>Initial Term</b>          | <b>1-JUL-2024 - 30-JUN-2025</b> |
| <b>Amount To Be Invoiced</b> | <b>USD 226,073.67</b>           |

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at [https://www.powerschool.com/MSA\\_Mar2024/](https://www.powerschool.com/MSA_Mar2024/), as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Stillwater School District 834

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Job Title:

Date: 18-JAN-2024

Date:

PO Number: \_\_\_\_\_

Prepared By: Kerrie Stroud  
 Customer Name: Stillwater School District 834  
  
 Contract End Date: 30-JUN-2026  
  
 Subscription Period: 1-JUL-2024 through 30-JUN-2025

Customer Contact: Shae Green  
 Title: Project Assistant Learning & Innovation  
 Address: 1875 Greeley Street South  
 City: Stillwater  
 State/Province: Minnesota  
 Zip Code: 55082  
 Phone #: (651) 351-8439

| Product Description                           | Quantity | Unit     | Extended Price |
|---|----------|----------|----------------|
| Subscription Period: 1-JUL-2024 - 30-JUN-2025 |          |          |                |
| License and Subscription Fees                 |          |          |                |
| Schoology LMS Subscription                    | 4,709.00 | Students | USD 34,611.15  |

License and Subscription Totals: **USD 34,611.15**

| Subscription Period Total    |                                 |
|------------------------------|---------------------------------|
| <b>Subscription Period</b>   | <b>1-JUL-2024 - 30-JUN-2025</b> |
| <b>Amount To Be Invoiced</b> | <b>USD 34,611.15</b>            |

This is a courtesy notification to Customer of the pricing for the subscription period set forth above. During the term of the contract, Customer will receive pricing notifications before the start of each annual subscription period. Pricing notifications are provided as a courtesy to Customer and does not require any signature or any other action on Customer's part. Upon expiration of the total contract term, Customer may be asked to enter into a new PowerSchool agreement or another mutually agreed-upon agreement to renew the contract. Customer is responsible for providing PowerSchool with a purchase order if a purchase order is required for Customer's internal purposes. Customer agrees that purchase orders are for its own internal purposes, and no other.

## EXPENDITURE APPROVAL FORM Fiscal Year 2023-2024

**Instructions:** This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$175,000.00

**REQUESTED BY:** John Perry     **DATE:** June 25, 2024

### DESCRIPTION OF REQUEST

School board approval for \$210,045.50 for all Network Security Contract Renewals through Computer Integration Technologies (CIT) for the 2024-2025 school year.

### FINANCIAL IMPACT

**\$210,045.50**

**Budget(s) Impacted:** 100% Technology- Levy

**Is This a One-Time Expenditure?**

- Yes, once implemented there will be no ongoing costs
- No, it will need to be funded indefinitely (annually)
- No, it will need to be funded for Fiscal Years 2020-?

**Is there an off-setting revenue source(s)?**

- Yes     List Source(s):
- No     Tech Levy

## KnowBe4 Renewal

Quote #030542 v1



### Prepared For:

Stillwater Area Public Schools  
John Perry  
1875 Greeley St S  
Stillwater, MN 55082-6079  
P: (651) 425-9081  
E: perryj@stillwaterschools.org

### Prepared by:

CIT  
Joy Anderson  
2375 Ventura Drive  
Woodbury, MN 55125-3930  
P: (651) 255-5749  
E: joy.anderson@cit-net.com

### Date Issued:

06.10.2024

### Date Expires:

07.19.2024

## Service Descriptions

### Agreement Summary

KnowBe4 renewal for 1300 users. 9/1/24-6/30/2025

### Annual KnowBe4

| Description  | Qty  | Recurring | Ext. Recurring |
|--|------|-----------|----------------|
| Simulated Phishing\Cybersecurity Awareness Training                    | 1300 | \$13.20   | \$17,160.00    |
| <b>For the period beginning July 1, 2024 and ending June 30, 2025.</b> |      |           |                |
| Annual Subtotal:   |      |           | \$17,160.00    |

| Annual Expenses Summary | Amount      |
|-------------------------|-------------|
| Annual KnowBe4          | \$17,160.00 |
| Annual Total:           | \$17,160.00 |

| Payment Options                      | Payments | Interval | Amount      |
|--------------------------------------|----------|----------|-------------|
| ProActive Managed Services Agreement |          |          |             |
| 1 Year                               | 1        | Annual   | \$17,160.00 |

| Summary of Selected Payment Options          | Amount      |
|--|-------------|
| ProActive Managed Services Agreement: 1 Year |             |
| Total of Recurring Payments                  | \$17,160.00 |

Please do not pay from quote; taxes, shipping, handling and other fees may apply. Not all items are available for refund or exchange and must be approved by CIT prior to product return. Customers may need to work directly with manufacturers for item returns.

Each of the parties hereto has caused this Schedule to be duly executed by their authorized representatives on the date expressed below. The terms of this project proposal ("Schedule") by and between Computer Integration Technologies, Inc., ("CIT") and Customer are part of, and are hereby incorporated into, the Master Service Agreement executed by CIT and Customer.

**Acceptance**

**CIT**

**Stillwater Area Public Schools**

*Joy Anderson*

Joy Anderson

**Signature / Name**

06/10/2024

**Date**

John Perry

**Signature / Name**

**Date**

**Initials**

# CIT Managed SEIM Renewal Quote # 030590

Date Issued: 06.10.2024

Date Expires: 08.27.2024

## Prepared For

Stillwater Area Public Schools

John Perry

1875 Greeley St S

Stillwater, MN 55082-6079

(651) 425-9081

perryj@stillwaterschools.org



## Prepared By

CIT

Joy Anderson

2375 Ventura Drive

Woodbury, MN 55125-3930

(651) 255-5749

joy.anderson@cit-net.com

## SIEM - Annual Fee

| Description   | Recurring  | Qty  | Ext. Rec.   |
|---|------------|------|-------------|
| <b>July 1st 2024- June 30th 2025</b>  |            |      |             |
| CWFFNW10 0-30D-247-NP CIT SIEM - 30 Day Retention - 24/7 CW SOC (Over 100 Users) - Non-Profit | \$66.00    | 1200 | \$79,200.00 |
| CWFFNW-2U-Maint CIT SIEM Physical Sensor Annual Maintenance - 2U Form Factor                  | \$4,800.00 | 1    | \$4,800.00  |
| Annual Subtotal:  |            |      | \$84,000.00 |

## Agreement Selection - Installation & Setup Services

| Description  | Price  | Qty | Ext. Price |
|--|--------|-----|------------|
| CIT23SVFF 12 Month Agreement - Installation & Setup Services | \$0.00 | 1   | \$0.00     |
| Subtotal:  |        |     | \$0.00     |

## Quote Summary

| Description   | Amount |
|---|--------|
| Agreement Selection - Installation & Setup Services | \$0.00 |
| Total:  | \$0.00 |

## Annual Recurring Summary

| Description       | Amount      |
|-------------------|-------------|
| SIEM - Annual Fee | \$84,000.00 |
| Annual Total:     | \$84,000.00 |





# Annual SOC Renewal Quote # 030803

Date Issued: 06.10.2024  
Date Expires: 09.08.2024

### Prepared For

Stillwater Area Public Schools  
John Perry  
1875 Greeley St S  
Stillwater, MN 55082-6079  
(651) 425-9081  
perryj@stillwaterschools.org



### Prepared By

Computer Integration Technologies, Inc.  
Joy Anderson  
2375 Ventura Drive  
Woodbury, MN 55125-3930  
(651) 255-5749  
joy.anderson@cit-net.com

## CIT SOC Services

| Description  | Recurring        | Qty | Ext. Rec.   |
|--|------------------|-----|-------------|
| <b>July 1st 2024- June 30th 2025</b>   |                  |     |             |
| CIT23SVSO<br>CIT Monthly SOC Hours (11 hours per month)<br>C                       | \$224.00         | 132 | \$29,568.00 |
| CIT23SVSE<br>CIT Monthly Security Analyst Hours (30 minute bi-weekly calls)<br>CSV | \$275.00         | 12  | \$3,300.00  |
|  | Annual Subtotal: |     | \$32,868.00 |

## Agreement Selection - Installation & Setup Services

| Description  | Price     | Qty | Ext. Price |
|--|-----------|-----|------------|
| CIT23SVFF 12 Month Agreement - Installation & Setup Services | \$0.00    | 1   | \$0.00     |
|  | Subtotal: |     | \$0.00     |

## Quote Summary

| Description   | Amount |
|---|--------|
| Agreement Selection - Installation & Setup Services | \$0.00 |
| Total:  | \$0.00 |

## Annual Recurring Summary

| Description      | Amount      |
|------------------|-------------|
| CIT SOC Services | \$32,868.00 |
| Annual Total:    | \$32,868.00 |



## vCISO Services- Annual Renewal Quote # 030540

Date Issued: 06.10.2024

Date Expires: 08.22.2024

### Prepared For

Stillwater Area Public Schools

John Perry

1875 Greeley St S

Stillwater, MN 55082-6079

(651) 425-9081

perryj@stillwaterschools.org



### Prepared By

CIT

Joy Anderson

2375 Ventura Drive

Woodbury, MN 55125-3930

(651) 255-5749

joy.anderson@cit-net.com

## vCISO - Annual

| Description                                       | Qty | Recurring | Ext. Recurring |
|---|-----|-----------|----------------|
| vCISO Annual Security Services - Annual Agreement | 208 | \$250.00  | \$52,000.00    |
| (4 hours/week, 52 weeks)                          |     |           |                |
| July 1, 2024 and ending June 30, 2025.            |     |           |                |

Annual Subtotal: \$52,000.00

## Annual Recurring Summary

| Description    | Amount      |
|----------------|-------------|
| vCISO - Annual | \$52,000.00 |
| Annual Total:  | \$52,000.00 |

*By signing this quote, it is assumed that CIT will proceed with placing orders for the recommended products and services. Quoted prices are based upon market pricing at the time of the quote. Due to fluctuating market conditions, pricing for third-party hardware, services, and related products are subject to change due to the market pricing in effect at the time of delivery. CIT will make commercially reasonable efforts to communicate with the customer for material price increases prior to delivery.*

*Beyond the standard configuration and deployment of the tool/service, additional configuration, tuning will be billed T&M.*

*In addition to billable travel time, customers will be responsible for reimbursing all travel-related expenses, including but not limited to transportation, accommodation, meals, and incidentals, in accordance with the agreed-upon terms outlined in the project contract.*

*Each of the parties hereto has caused this Schedule to be duly executed by their authorized representatives on the date expressed below. The terms of this project proposal ("Schedule") by and between Computer Integration Technologies, Inc., ("CIT") and Customer are part of, and are hereby incorporated into, the Master Service Agreement executed by CIT and Customer.*



## Auvik Renewal Quote # 030609

Date Issued: 06.10.2024

Date Expires: 08.28.2024

### Prepared For

Stillwater Area Public Schools  
John Perry  
1875 Greeley St S  
Stillwater, MN 55082-6079  
(651) 425-9081  
perryj@stillwaterschools.org



### Prepared By

CIT  
Joy Anderson  
2375 Ventura Drive  
Woodbury, MN 55125-3930  
(651) 255-5749  
joy.anderson@cit-net.com

## Customer Profile

| Description  | Qty |
|--|-----|
| KNE Firewalls, Managed Switches, Routers, Wireless Controllers | 218 |

## Managed Services

| Description  | Qty | Recurring        | Ext. Recurring |
|--|-----|------------------|----------------|
| <b>January 1st, 2025- June 30th, 2025</b>                  |     |                  |                |
| CIT Managed Services 2024 (Auvik Only) (Per KNE)           | 218 | \$60.00          | \$13,080.00    |
| <b>Device True-Up- July 1st, 2024- December 31st, 2025</b> |     |                  |                |
| Auvik True-Up (130 KNE)                                    | 130 | \$60.00          | \$7,800.00     |
|  |     | Annual Subtotal: | \$20,880.00    |

## Annual Recurring Summary

| Description      | Amount      |
|------------------|-------------|
| Managed Services | \$20,880.00 |
| Annual Total:    | \$20,880.00 |

## Payment Options

| Description               | Payments | Interval      | Amount             |
|---------------------------|----------|---------------|--------------------|
| Managed Service Agreement |          |               |                    |
| <b>1 Year Commitment</b>  | <b>1</b> | <b>Annual</b> | <b>\$20,880.00</b> |

## Summary of Selected Payment Options

| Description   | Amount             |
|---|--------------------|
| <b>Managed Service Agreement: 1 Year Commitment</b> |                    |
| <b>Total of Recurring Payments</b>                  | <b>\$20,880.00</b> |

*Please do not pay from quote; taxes, shipping, handling and other fees may apply.*

*The 12 Month Agreement will automatically be renewed at a 5% rate increase on each annual anniversary. The 36 Month Agreement will automatically be renewed at the end of the 36 months with an annual agreement at a 10% rate increase. Each following anniversary will be automatically renewed with a 5% rate increase.*

*To prevent automatic renewal, the customer or CIT must provide notice at least 60 days prior to the renewal date, or a new agreement must be signed.*

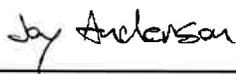
*In addition to billable travel time, customers will be responsible for reimbursing all travel-related expenses, including but not limited to transportation, accommodation, meals, and incidentals, in accordance with the agreed-upon terms outlined in the project contract.*

*The inclusion of Knowbe4 licensing assumes that the customer does not currently have or previously had an active agreement with Knowbe4 for the previous 18 months. In the event that this has been the case, Knowbe4 licenses will not be included in the agreement.*

*Each of the parties hereto has caused this Schedule to be duly executed by their authorized representatives on the date expressed below. The terms of this project proposal ("Schedule") by and between Computer Integration Technologies, Inc., ("CIT") and Customer are part of, and are hereby incorporated into, the Master Service Agreement executed by CIT and Customer.*

CIT

Stillwater Area Public Schools

Signature:   
Name: Joy Anderson  
Title: Senior Customer Relationship Manager  
Date: 06/10/2024

Signature: \_\_\_\_\_  
Name: John Perry  
Date: \_\_\_\_\_

# Vulnerability Management- Tenable.io Quote # 030792

Date Issued: 06.10.2024  
Date Expires: 09.05.2024

## Prepared For

Stillwater Area Public Schools  
John Perry  
1875 Greeley St S  
Stillwater, MN 55082-6079  
(651) 425-9081  
perryj@stillwaterschools.org



## Prepared By

CIT  
Joy Anderson  
2375 Ventura Drive  
Woodbury, MN 55125-3930  
(651) 255-5749  
joy.anderson@cit-net.com

## Security Service Description

### Setup - Tenable.io

CIT will configure assist with deployment of Nessus Agents on workstations and servers (dependent on purchased licenses).  
CIT will configure regular scan schedules to ensure devices are scanned regularly  
All vulnerability scanning times will be configured and performed on agreed to times and dates.  
CIT will schedule built-in vulnerability reports to customer.

## Product License

| Description   | Qty              | Price              | Ext. Price             |
|---|------------------|--------------------|------------------------|
| <b>July 1st, 2024- June 30th, 2025</b>                                  |                  |                    |                        |
| Tenable.io- EDU (12 Month License) - Servers                            | 65               | \$17.50            | \$1,137.50             |
| <del>Tenable.io- EDU (12 Month License) - Workstations - Optional</del> | <del>1060*</del> | <del>\$17.00</del> | <del>\$18,020.00</del> |
|   |                  | Subtotal:          | \$1,137.50             |

## CIT Setup Fees

| Long Description           | Ext. Price           |
|----------------------------|----------------------|
| CIT Setup Fee - Tenable iO | \$2,000.00           |
|                            | Subtotal: \$2,000.00 |

## Quote Summary

| Description     | Amount     |
|-----------------|------------|
| Product License | \$1,137.50 |
| CIT Setup Fees  | \$2,000.00 |
| Total:          | \$3,137.50 |

By signing this quote, it is assumed that CIT will proceed with placing orders for the recommended products and services. Quoted prices are based upon market pricing at the time of the quote. Due to fluctuating market conditions, pricing for third-party hardware, services, and related products are subject to change due to the market pricing in effect at the time of delivery. CIT will make commercially reasonable efforts to communicate with the customer for material price increases prior to delivery.

Each of the parties hereto has caused this Schedule to be duly executed by their authorized representatives on the date expressed below. The terms of this project proposal ("Schedule") by and between Computer Integration Technologies, Inc., ("CIT") and Customer are part of, and are hereby incorporated into, the Master Service Agreement executed by CIT and Customer.

Please do not pay from quote; taxes, shipping, handling and other fees may apply. Not all items are available for refund or exchange and must be approved by CIT prior to product return. Customers may need to work directly with manufacturers for item returns.

CIT

Stillwater Area Public Schools

Signature: Joy Anderson  
Name: Joy Anderson  
Title: Senior Customer Relationship Manager  
Date: 06/10/2024

Signature: \_\_\_\_\_  
Name: John Perry  
Date: \_\_\_\_\_

| ISD#  | ISD                                     | 2020    | 2021    | 2022    | 2023    |
|-------|---|---------|---------|---------|---------|
| 10001 | Aitkin Public School District           | 9,492   | 9,560   | 9,837   | 9,764   |
| 10002 | Hill City Public School District        | 1,616   | 1,634   | 1,572   | 1,593   |
| 10004 | McGregor Public School District         | 3,922   | 4,032   | 4,094   | 4,055   |
| 10011 | Anoka-Hennepin Public School District   | 247,394 | 242,501 | 248,441 | 253,142 |
| 10012 | Centennial Public School District       | 34,775  | 35,321  | 36,156  | 36,526  |
| 10013 | Columbia Heights Public School District | 27,904  | 27,933  | 28,285  | 27,637  |
| 10014 | Fridley Public School District          | 17,319  | 17,772  | 17,728  | 17,633  |
| 10015 | St. Francis Area Schools                | 33,744  | 34,395  | 34,599  | 34,690  |
| 10016 | Spring Lake Park Public Schools         | 34,933  | 35,350  | 35,662  | 36,379  |
| 10022 | Detroit Lakes Public School District    | 18,163  | 18,217  | 18,492  | 18,125  |
| 10023 | Frazee-Vergas Public School District    | 6,992   | 7,013   | 7,062   | 6,990   |
| 10025 | Pine Point Public School District       | 277     | 275     | 276     | 272     |
| 10031 | Bemidji Public School District          | 38,981  | 39,221  | 40,403  | 39,173  |
| 10032 | Blackduck Public School District        | 3,978   | 4,048   | 3,819   | 3,979   |
| 10036 | Kelliher Public School District         | 1,041   | 1,062   | 1,031   | 1,046   |
| 10038 | Red Lake Public School District         | 5,509   | 5,488   | 5,488   | 5,324   |
| 10047 | Sauk Rapids-Rice Public Schools         | 24,667  | 24,753  | 23,948  | 24,882  |
| 10051 | Foley Public School District            | 9,549   | 9,533   | 9,388   | 9,535   |
| 10075 | St. Clair Public School District        | 2,544   | 2,550   | 2,575   | 2,505   |
| 10077 | Mankato Public School District          | 69,713  | 70,201  | 72,183  | 72,347  |
| 10081 | Comfrey Public School District          | 1,064   | 1,052   | 1,063   | 1,027   |
| 10084 | Sleepy Eye Public School District       | 5,137   | 5,110   | 5,077   | 5,110   |
| 10085 | Springfield Public School District      | 3,230   | 3,207   | 3,205   | 3,166   |
| 10088 | New Ulm Public School District          | 19,810  | 19,796  | 19,850  | 19,608  |
| 10091 | Barnum Public School District           | 3,899   | 3,987   | 4,005   | 4,001   |
| 10093 | Carlton Public School District          | 4,448   | 4,535   | 4,458   | 4,567   |
| 10094 | Cloquet Public School District          | 14,738  | 14,927  | 15,085  | 14,851  |
| 10095 | Cromwell-Wright Public School           | 1,817   | 1,852   | 1,772   | 1,874   |
| 10097 | Moose Lake Public School District       | 5,869   | 5,728   | 5,986   | 5,845   |
| 10099 | Esko Public School District             | 5,487   | 5,580   | 5,726   | 5,651   |
| 10108 | Central Public School District          | 8,697   | 8,779   | 8,716   | 9,006   |
| 10110 | Waconia Public School District          | 22,370  | 22,329  | 22,722  | 23,591  |
| 10111 | Watertown-Mayer Public School District  | 10,743  | 11,021  | 11,042  | 11,124  |

|       |  |         |         |         |         |
|-------|--|---------|---------|---------|---------|
| 10112 | Eastern Carver County Public Schools     | 62,206  | 63,785  | 64,601  | 68,975  |
| 10113 | Walker-Hackensack-Akeley School District | 7,569   | 7,715   | 7,783   | 7,817   |
| 10115 | Cass Lake-Bena Public Schools            | 4,602   | 4,684   | 4,609   | 4,685   |
| 10116 | Pillager Public School District          | 5,683   | 5,850   | 5,788   | 5,979   |
| 10118 | Northland Community Schools              | 4,566   | 4,649   | 4,614   | 4,802   |
| 10129 | Montevideo Public School District        | 7,477   | 7,437   | 7,594   | 7,270   |
| 10138 | North Branch Public Schools              | 20,964  | 21,442  | 22,203  | 22,216  |
| 10139 | Rush City Public School District         | 6,724   | 6,698   | 7,004   | 6,910   |
| 10146 | Barnesville Public School District       | 4,713   | 4,747   | 4,824   | 4,703   |
| 10150 | Hawley Public School District            | 4,688   | 4,716   | 4,878   | 4,743   |
| 10152 | Moorhead Public School District          | 48,025  | 48,183  | 49,815  | 48,733  |
| 10162 | Bagley Public School District            | 5,815   | 5,881   | 5,944   | 5,895   |
| 10166 | Cook County Public Schools               | 5,593   | 5,593   | 5,587   | 5,638   |
| 10173 | Mountain Lake Public Schools             | 2,922   | 2,970   | 3,031   | 3,118   |
| 10177 | Windom Public School District            | 6,179   | 6,274   | 6,389   | 6,146   |
| 10181 | Brainerd Public School District          | 44,920  | 46,079  | 46,834  | 46,312  |
| 10182 | Crosby-Ironton Public School District    | 10,611  | 10,857  | 10,998  | 10,828  |
| 10186 | Pequot Lakes Public Schools              | 10,949  | 11,291  | 11,574  | 11,617  |
| 10191 | Burnsville Public School District        | 71,881  | 71,945  | 71,621  | 73,006  |
| 10192 | Farmington Public School District        | 37,595  | 38,002  | 38,144  | 41,707  |
| 10194 | Lakeville Public School District         | 60,904  | 63,280  | 64,391  | 65,409  |
| 10195 | Randolph Public School District          | 2,520   | 2,503   | 2,482   | 2,497   |
| 10196 | Rosemount-Apple Valley-Eagan             | 163,048 | 163,960 | 163,513 | 165,608 |
| 10197 | West St. Paul-Mendota Heights-Eagan      | 45,326  | 45,469  | 45,984  | 46,148  |
| 10199 | Inver Grove Heights Schools              | 29,262  | 29,119  | 29,200  | 29,620  |
| 10200 | Hastings Public School District          | 31,887  | 31,705  | 31,366  | 32,247  |
| 10203 | Hayfield Public School District          | 4,608   | 4,629   | 4,660   | 4,536   |
| 10204 | Kasson-Mantorville School District       | 10,674  | 10,784  | 11,013  | 11,399  |
| 10206 | Alexandria Public School District        | 31,644  | 32,210  | 33,118  | 32,653  |
| 10213 | Osakis Public School District            | 4,076   | 4,071   | 4,156   | 4,106   |
| 10227 | Chatfield Public Schools                 | 5,134   | 5,171   | 5,259   | 5,250   |
| 10229 | Lanesboro Public School District         | 1,784   | 1,822   | 1,838   | 1,842   |
| 10238 | Mabel-Canton Public School District      | 2,346   | 2,376   | 2,389   | 2,360   |
| 10239 | Rushford-Peterson Public Schools         | 4,135   | 4,157   | 4,188   | 4,157   |

|       |                                       |         |         |         |         |
|-------|---------------------------------------|---------|---------|---------|---------|
| 10241 | Albert Lea Public School District     | 23,568  | 23,388  | 23,565  | 23,511  |
| 10242 | Alden-Conger Public School District   | 1,523   | 1,510   | 1,519   | 1,461   |
| 10252 | Cannon Falls Public School District   | 7,968   | 7,994   | 8,108   | 7,867   |
| 10253 | Goodhue Public School District        | 3,193   | 3,219   | 3,264   | 3,167   |
| 10255 | Pine Island Public School District    | 6,961   | 7,086   | 7,240   | 7,144   |
| 10256 | Red Wing Public School District       | 19,804  | 19,886  | 20,190  | 19,913  |
| 10261 | Ashby Public School District          | 1,467   | 1,480   | 1,491   | 1,500   |
| 10264 | Herman-Norcross School District       | 872     | 871     | 881     | 881     |
| 10270 | Hopkins Public School District        | 68,594  | 67,562  | 66,448  | 68,567  |
| 10271 | Bloomington Public School District    | 89,974  | 89,424  | 87,775  | 91,503  |
| 10272 | Eden Prairie Public School District   | 60,677  | 59,807  | 59,059  | 61,089  |
| 10273 | Edina Public School District          | 43,121  | 43,050  | 42,269  | 43,914  |
| 10276 | Minnetonka Public School District     | 42,181  | 42,564  | 41,871  | 42,721  |
| 10277 | Westonka Public School District       | 19,857  | 19,567  | 19,385  | 20,331  |
| 10278 | Orono Public School District          | 12,711  | 12,554  | 12,415  | 13,209  |
| 10279 | Osseo Public School District          | 154,837 | 152,593 | 152,233 | 154,692 |
| 10280 | Richfield Public School District      | 43,553  | 43,200  | 42,710  | 44,912  |
| 10281 | Robbinsdale Public School District    | 104,686 | 102,250 | 100,563 | 104,294 |
| 10282 | St. Anthony-New Brighton Schools      | 11,033  | 10,851  | 11,913  | 11,668  |
| 10283 | St. Louis Park Public School District | 48,252  | 47,506  | 47,104  | 47,604  |
| 10284 | Wayzata Public School District        | 73,197  | 72,545  | 71,701  | 74,015  |
| 10286 | Brooklyn Center School District       | 9,891   | 9,643   | 9,422   | 9,950   |
| 10294 | Houston Public School District        | 2,827   | 2,831   | 2,876   | 2,789   |
| 10297 | Spring Grove School District          | 2,109   | 2,115   | 2,143   | 2,060   |
| 10299 | Caledonia Public School District      | 6,050   | 6,047   | 6,154   | 5,896   |
| 10300 | La Crescent-Hokah School District     | 8,371   | 8,338   | 8,607   | 8,393   |
| 10306 | Laporte Public School District        | 1,716   | 1,777   | 1,816   | 1,789   |
| 10308 | Nevis Public School District          | 2,655   | 2,722   | 2,813   | 2,806   |
| 10309 | Park Rapids Public School District    | 12,366  | 12,660  | 12,936  | 12,863  |
| 10314 | Braham Public School District         | 6,035   | 6,136   | 6,169   | 6,166   |
| 10317 | Deer River Public School District     | 5,443   | 5,431   | 5,407   | 5,464   |
| 10318 | Grand Rapids Public School District   | 27,576  | 27,609  | 27,412  | 27,904  |
| 10330 | Heron Lake-Okabena School District    | 1,495   | 1,503   | 1,502   | 1,469   |
| 10332 | Mora Public School District           | 11,007  | 11,212  | 11,212  | 11,425  |

|       |                                       |        |        |        |        |
|-------|---------------------------------------|--------|--------|--------|--------|
| 10333 | Ogilvie Public School District        | 3,420  | 3,480  | 3,499  | 3,549  |
| 10345 | New London-Spicer School District     | 9,289  | 9,348  | 9,531  | 9,194  |
| 10347 | Willmar Public School District        | 26,962 | 27,065 | 28,054 | 27,227 |
| 10356 | Lancaster Public School District      | 852    | 846    | 847    | 822    |
| 10361 | International Falls School District   | 9,177  | 9,127  | 8,706  | 8,915  |
| 10362 | Littlefork-Big Falls School District  | 1,479  | 1,479  | 1,366  | 1,451  |
| 10363 | South Koochiching School District     | 1,279  | 1,278  | 1,177  | 1,261  |
| 10378 | Dawson-Boyd Public School District    | 2,838  | 2,827  | 2,813  | 2,795  |
| 10381 | Lake Superior Public School District  | 13,490 | 13,717 | 13,974 | 13,487 |
| 10390 | Lake of The Woods School District     | 3,385  | 3,398  | 3,247  | 3,403  |
| 10391 | Cleveland Public School District      | 2,627  | 2,649  | 2,715  | 2,681  |
| 10402 | Hendricks Public School District      | 983    | 974    | 969    | 994    |
| 10403 | Ivanhoe Public School District        | 1,265  | 1,245  | 1,220  | 1,228  |
| 10404 | Lake Benton Public School District    | 1,378  | 1,363  | 1,332  | 1,334  |
| 10413 | Marshall Public School District       | 15,593 | 15,487 | 15,753 | 15,784 |
| 10414 | Minneota Public School District       | 2,500  | 2,492  | 2,486  | 2,466  |
| 10415 | Lynd Public School District           | 979    | 972    | 971    | 1007   |
| 10423 | Hutchinson Public School District     | 18,575 | 18,746 | 19,104 | 20,894 |
| 10424 | Lester Prairie Public School District | 3,093  | 3,117  | 3,168  | 3,096  |
| 10432 | Mahnomen Public School District       | 3,784  | 3,792  | 3,768  | 3,686  |
| 10435 | Waubun-Ogema-White Earth Public       | 3,333  | 3,353  | 3,367  | 3,310  |
| 10441 | Marshall County Central Schools       | 1,905  | 1,912  | 1,953  | 1,861  |
| 10447 | Grygla Public School District         | 950    | 945    | 932    | 963    |
| 10458 | Truman Public School District         | 2,234  | 2,213  | 2,218  | 2,161  |
| 10463 | Eden Valley-Watkins School District   | 4,782  | 4,854  | 4,950  | 4,862  |
| 10465 | Litchfield Public School District     | 11,473 | 11,523 | 11,702 | 11,473 |
| 10466 | Dassel-Cokato Public School District  | 10,489 | 10,564 | 10,694 | 10,551 |
| 10473 | Isle Public School District           | 3,292  | 3,345  | 3,447  | 3,397  |
| 10477 | Princeton Public School District      | 21,221 | 21,424 | 22,182 | 22,149 |
| 10480 | Onamia Public School District         | 5,441  | 5,553  | 5,601  | 5,638  |
| 10482 | Little Falls Public School District   | 17,705 | 17,729 | 17,782 | 17,678 |
| 10484 | Pierz Public School District          | 5,433  | 5,446  | 5,491  | 5,468  |
| 10485 | Royalton Public School District       | 3,993  | 3,995  | 4,014  | 4,042  |
| 10486 | Swanville Public School District      | 1,778  | 1,787  | 1,828  | 1,824  |

|       |  |         |         |         |         |
|-------|--|---------|---------|---------|---------|
| 10487 | Upsala Public School District            | 2,051   | 2,061   | 2,094   | 2,092   |
| 10492 | Austin Public School District            | 29,379  | 29,737  | 29,851  | 30,059  |
| 10495 | Grand Meadow Public School District      | 1,933   | 1,948   | 1,964   | 1,935   |
| 10497 | Lyle Public School District              | 1,111   | 1,119   | 1,125   | 1,100   |
| 10499 | LeRoy-Ostrander Public Schools           | 1,988   | 2,030   | 2,042   | 1,997   |
| 10500 | Southland Public School District         | 3,256   | 3,245   | 3,275   | 3,239   |
| 10505 | Fulda Public School District             | 2,452   | 2,429   | 2,453   | 2,393   |
| 10507 | Nicollet Public School District          | 2,507   | 2,528   | 2,581   | 2,455   |
| 10508 | St. Peter Public School District         | 15,412  | 15,443  | 15,976  | 16,349  |
| 10511 | Adrian Public School District            | 2,303   | 2,313   | 2,348   | 2,484   |
| 10514 | Ellsworth Public School District         | 933     | 933     | 952     | 940     |
| 10518 | Worthington Public School District       | 16,823  | 16,739  | 16,946  | 16,393  |
| 10531 | Byron Public School District             | 8,870   | 9,132   | 9,506   | 9,348   |
| 10533 | Dover-Eyota Public School District       | 4,247   | 4,300   | 4,378   | 4,256   |
| 10534 | Stewartville Public School District      | 9,539   | 9,744   | 9,812   | 10,058  |
| 10535 | Rochester Public School District         | 135,602 | 136,646 | 139,658 | 137,594 |
| 10542 | Battle Lake Public School District       | 4,091   | 4,098   | 4,121   | 4,190   |
| 10544 | Fergus Falls Public School District      | 19,795  | 19,721  | 19,748  | 19,831  |
| 10545 | Henning Public School District           | 3,025   | 3,048   | 3,057   | 3,056   |
| 10547 | Parkers Prairie Public School District   | 2,992   | 3,024   | 3,031   | 3,004   |
| 10548 | Pelican Rapids Public School District    | 7,634   | 7,642   | 7,685   | 7,709   |
| 10549 | Perham-Dent Public School District       | 11,559  | 11,711  | 11,800  | 11,812  |
| 10550 | Underwood Public School District         | 2,449   | 2,482   | 2,496   | 2,500   |
| 10553 | New York Mills Public School District    | 3,844   | 3,860   | 3,900   | 3,825   |
| 10561 | Goodridge Public School District         | 841     | 823     | 836     | 804     |
| 10564 | Thief River Falls Public School District | 13,514  | 13,327  | 13,812  | 13,268  |
| 10577 | Willow River Public School District      | 3,373   | 3,464   | 3,520   | 3,505   |
| 10578 | Pine City Public School District         | 10,741  | 10,909  | 11,343  | 11,469  |
| 10581 | Egerton Public School District           | 2,392   | 2,357   | 2,362   | 2,343   |
| 10592 | Climax-Shelly Public Schools             | 768     | 782     | 767     | 765     |
| 10593 | Crookston Public School District         | 9,194   | 9,030   | 9,164   | 8,952   |
| 10595 | East Grand Forks Public School District  | 10,590  | 10,531  | 10,620  | 10,325  |
| 10599 | Fertile-Beltrami Public School District  | 2,790   | 2,766   | 2,819   | 2,741   |
| 10600 | Fisher Public School District            | 1,005   | 992     | 1,000   | 966     |

|       |   |         |         |         |         |
|-------|---|---------|---------|---------|---------|
| 10601 | Fosston Public School District            | 3,656   | 3,614   | 3,653   | 3,565   |
| 10621 | Mounds View Public School District        | 80,104  | 78,732  | 77,663  | 81,108  |
| 10622 | North St. Paul-Maplewood Oakdale Public   | 83,419  | 82,900  | 82,068  | 84,485  |
| 10623 | Roseville Public School District          | 58,239  | 57,287  | 56,378  | 57,728  |
| 10624 | White Bear Lake Public School District    | 65,587  | 64,625  | 64,421  | 66,764  |
| 10625 | St. Paul Public School District           | 311,527 | 307,706 | 303,176 | 310,997 |
| 10630 | Red Lake Falls Public School District     | 2,189   | 2,196   | 2,216   | 2,170   |
| 10635 | Milroy Public School District             | 651     | 645     | 648     | 647     |
| 10640 | Wabasso Public School District            | 2,506   | 2,488   | 2,499   | 2,503   |
| 10656 | Faribault Public School District          | 31,318  | 31,236  | 31,697  | 31,090  |
| 10659 | Northfield Public School District         | 29,235  | 29,285  | 29,134  | 30,111  |
| 10671 | Hills-Beaver Creek School District        | 1,991   | 1,998   | 2,028   | 1,947   |
| 10676 | Badger Public School District             | 1,099   | 1,095   | 1,138   | 1,101   |
| 10682 | Roseau Public School District             | 6,680   | 6,647   | 6,682   | 6,568   |
| 10690 | Warroad Public School District            | 6,079   | 6,072   | 5,791   | 6,111   |
| 10695 | Chisolm Public School District            | 5,573   | 5,545   | 5,519   | 5,491   |
| 10696 | Ely Public School District                | 4,820   | 4,754   | 4,744   | 4,765   |
| 10698 | Floodwood Public School District          | 1,474   | 1,471   | 1,467   | 1,471   |
| 10700 | Hermantown Public School District         | 11,876  | 12,193  | 12,475  | 12,716  |
| 10701 | Hibbing Public School District            | 17,385  | 17,264  | 16,822  | 17,228  |
| 10704 | Proctor Public School District            | 12,689  | 12,624  | 12,706  | 12,611  |
| 10707 | Nett Lake Public School District          | 319     | 319     | 319     | 322     |
| 10709 | Duluth Public School District             | 94,639  | 93,281  | 94,497  | 94,352  |
| 10712 | Mountain Iron-Buhl Public School District | 4,571   | 4,474   | 4,475   | 4,601   |
| 10716 | Belle Plaine Public School District       | 9,787   | 9,829   | 9,865   | 9,933   |
| 10717 | Jordan Public School District             | 10,211  | 10,314  | 10,283  | 10,648  |
| 10719 | Prior Lake-Savage Schools                 | 46,491  | 47,322  | 47,227  | 48,428  |
| 10720 | Shakopee Public School District           | 49,574  | 49,471  | 50,562  | 51,639  |
| 10721 | New Prague Area Schools                   | 20,300  | 20,535  | 25,427  | 20,904  |
| 10726 | Becker Public School District             | 12,168  | 12,383  | 12,565  | 12,521  |
| 10727 | Big Lake Public School District           | 19,573  | 20,248  | 20,683  | 20,649  |
| 10728 | Elk River Public School District          | 79,235  | 80,751  | 84,247  | 86,424  |
| 10738 | Holdingford Public School District        | 4,956   | 5,003   | 5,047   | 5,002   |
| 10739 | Kimball Public School District            | 4,635   | 4,681   | 4,805   | 4,656   |

|       |   |         |         |         |         |
|-------|---|---------|---------|---------|---------|
| 10740 | Melrose Public School District          | 8,596   | 8,650   | 8,686   | 8,596   |
| 10741 | Paynesville Public School District      | 5,985   | 6,057   | 6,218   | 6,176   |
| 10742 | St. Cloud Public School District        | 102,307 | 102,854 | 105,348 | 105,365 |
| 10743 | Sauk Centre Public School District      | 8,083   | 8,180   | 8,253   | 8,197   |
| 10745 | Albany Public School District           | 9,370   | 9,459   | 9,552   | 9,473   |
| 10748 | Sartell-St. Stephen School District     | 20,770  | 20,890  | 21,214  | 21,400  |
| 10750 | Rocori Public School District           | 12,799  | 12,905  | 13,087  | 12,946  |
| 10756 | Blooming Prairie Public School District | 4,097   | 4,102   | 4,205   | 4,060   |
| 10761 | Owatonna Public School District         | 30,167  | 30,125  | 31,334  | 30,339  |
| 10763 | Medford Public School District          | 3,208   | 3,234   | 3,302   | 3,182   |
| 10768 | Hancock Public School District          | 1,490   | 1,476   | 1,456   | 1,479   |
| 10771 | Chokio-Alberta Public School District   | 1,189   | 1,167   | 1,151   | 1,170   |
| 10775 | Kerkhoven-Murdock-Sunburg               | 2,914   | 2,938   | 2,968   | 2,897   |
| 10777 | Benson Public School District           | 5,663   | 5,743   | 5,782   | 5,605   |
| 10786 | Bertha-Hewitt Public School District    | 3,763   | 3,760   | 3,787   | 3,788   |
| 10787 | Browerville Public School District      | 3,795   | 3,791   | 3,803   | 3,813   |
| 10801 | Browns Valley Public School District    | 746     | 737     | 750     | 706     |
| 10803 | Wheaton Area Public School District     | 2,115   | 2,087   | 2,107   | 1,971   |
| 10811 | Wabasha-Kellogg Public School District  | 5,239   | 5,310   | 5,350   | 5,247   |
| 10813 | Lake City Public School District        | 8,734   | 8,778   | 8,951   | 9,066   |
| 10815 | Prinsburg Public School District        | 782     | 781     | 794     | 769     |
| 10818 | Verndale Public School District         | 1,681   | 1,682   | 1,671   | 1,692   |
| 10820 | Sebeka Public School District           | 3,015   | 3,009   | 3,025   | 3,019   |
| 10821 | Menahga Public School District          | 4,096   | 4,160   | 4,217   | 4,217   |
| 10829 | Waseca Public School District           | 12,229  | 12,224  | 12,351  | 12,038  |
| 10831 | Forest Lake Public School District      | 49,286  | 49,563  | 49,918  | 50,678  |
| 10832 | Mahtomedi Public School District        | 14,254  | 14,271  | 14,193  | 14,536  |
| 10833 | South Washington County School District | 107,984 | 111,284 | 113,887 | 114,937 |
| 10834 | Stillwater Area Public School District  | 66,628  | 68,041  | 68,141  | 69,269  |
| 10836 | Butterfield Public School District      | 1,194   | 1,179   | 1,190   | 1,173   |
| 10837 | Medelia Public School District          | 3,400   | 3,380   | 3,418   | 3,392   |
| 10840 | St. James Public School District        | 6,652   | 6,609   | 6,634   | 6,564   |
| 10846 | Breckenridge Public School District     | 4,888   | 4,763   | 4,755   | 4,765   |
| 10850 | Rothsay Public School District          | 1,055   | 1,042   | 1,047   | 1,043   |

|       |   |        |        |        |        |
|-------|---|--------|--------|--------|--------|
| 10852 | Campbell-Tintah Public School District  | 711    | 692    | 680    | 639    |
| 10857 | Lewiston-Altura Public School District  | 4,084  | 4,068  | 4,060  | 4,055  |
| 10858 | St. Charles Public School District      | 6,094  | 6,098  | 6,150  | 6,170  |
| 10861 | Winona Area Public School District      | 38,402 | 37,840 | 38,453 | 39,105 |
| 10876 | Annandale Public School District        | 10,859 | 10,958 | 11,210 | 11,129 |
| 10877 | Buffalo-Hanover-Montrose Public School  | 34,441 | 34,374 | 36,153 | 36,272 |
| 10879 | Delano Public School District           | 12,104 | 12,342 | 12,729 | 13,195 |
| 10881 | Maple Lake Public School District       | 5,182  | 5,226  | 5,322  | 5,231  |
| 10882 | Monticello Public School District       | 22,874 | 23,234 | 23,844 | 23,415 |
| 10883 | Rockford Public School District         | 10,071 | 9,910  | 10,815 | 11,253 |
| 10885 | St. Michael-Albertville School District | 24,992 | 25,998 | 27,493 | 28,424 |
| 10891 | Canby Public School District            | 3,397  | 3,327  | 3,277  | 3,490  |
| 10911 | Cambridge-Isanti Public School District | 31,695 | 32,365 | 33,207 | 33,493 |
| 10912 | Milaca Public School District           | 12,017 | 12,178 | 12,358 | 12,342 |
| 10914 | Ulen-Hitterdal Public School District   | 1,591  | 1,608  | 1,632  | 1,587  |
| 12071 | Lake Crystal-Wellcome Memorial          | 6,163  | 6,151  | 6,187  | 6,039  |
| 12125 | Triton School District                  | 6,879  | 6,873  | 6,957  | 6,959  |
| 12134 | United South Central School District    | 6,879  | 6,873  | 5,783  | 5,840  |
| 12135 | Maple River School District             | 5,765  | 5,745  | 5,783  | 5,685  |
| 12137 | Kingsland Publi School District         | 5,165  | 5,160  | 5,175  | 5,150  |
| 12142 | St. Louis County School District        | 17,488 | 17,691 | 17,268 | 17,585 |
| 12143 | Waterville-Elysian-Morristown Public    | 6,373  | 6,400  | 6,497  | 6,503  |
| 12144 | Chisago Lakes School District           | 22,324 | 22,602 | 23,040 | 22,785 |
| 12149 | Minnewaska School District              | 9,711  | 9,799  | 10,024 | 9,817  |
| 12155 | Wadena-Deer Creek School District       | 7,972  | 8,000  | 7,968  | 8,015  |
| 12159 | Buffalo Lake-Hector-Steward Public      | 3,877  | 3,851  | 3,868  | 3,781  |
| 12164 | Dilworth-Glyndon-Felton                 | 6,593  | 6,638  | 6,940  | 6,769  |
| 12165 | Hinckley-Finlayson School District      | 6,908  | 7,044  | 7,173  | 7,099  |
| 12167 | Lakeview School District                | 2,603  | 2,576  | 2,560  | 2,591  |
| 12168 | NRHEG School District                   | 5,192  | 5,187  | 5,239  | 5,111  |
| 12169 | Murray County Central School District   | 4,650  | 4,612  | 4,696  | 4,599  |
| 12170 | Staples-Motley School District          | 10,088 | 10,174 | 10,310 | 10,424 |
| 12171 | Kittson Central School District         | 1,828  | 1,801  | 1,852  | 1,761  |
| 12172 | Kenyon-Wanamingo School District        | 5,449  | 5,507  | 5,594  | 5,473  |

|       |  |        |        |        |        |
|-------|--|--------|--------|--------|--------|
| 12174 | Pine River-Backus School District        | 7,808  | 7,999  | 8,013  | 8,114  |
| 12180 | MACCRAY School District                  | 4,668  | 4,648  | 4,737  | 4,712  |
| 12184 | Luverne Public School District           | 7,223  | 7,176  | 7,314  | 7,110  |
| 12190 | Yellow Medicine East                     | 6,435  | 6,341  | 6,232  | 6,350  |
| 12198 | Fillmore Central                         | 4,909  | 4,963  | 4,989  | 4,965  |
| 12215 | Norman County East School District       | 2,029  | 2,021  | 2,070  | 2,002  |
| 12310 | Sibley East School District              | 7,604  | 7,741  | 7,932  | 7,837  |
| 12311 | Clearbrook-Gonvick School District       | 2,866  | 2,901  | 2,924  | 2,959  |
| 12342 | West Central Area                        | 5,231  | 5,299  | 5,310  | 5,594  |
| 12358 | Tri-County School District               | 1,970  | 1,955  | 1,997  | 1,895  |
| 12364 | Belgrade-Brooten-Elrosa Public School    | 4,125  | 4,151  | 4,212  | 4,139  |
| 12365 | G. F. W.                                 | 5,939  | 5,928  | 6,019  | 5,871  |
| 12396 | A.C.G.G. Public School District          | 5,724  | 5,729  | 5,821  | 5,612  |
| 12397 | Le Sueur-Henderson School District       | 7,580  | 7,580  | 7,704  | 7,622  |
| 12448 | Martin County West School District       | 4,299  | 4,285  | 4,339  | 4,251  |
| 12534 | Bird Island-Olivia-Lake Lillian Public 5 | 4,802  | 4,787  | 4,821  | 4,703  |
| 12536 | Granada Huntley East Chain               | 1,714  | 1,691  | 1,724  | 1,710  |
| 12580 | East Central School District             | 6,504  | 6,375  | 6,825  | 6,752  |
| 12609 | Win-E-Mac School District                | 3,250  | 3,240  | 3,246  | 3,179  |
| 12683 | Greenbush-Middle River School District   | 2,554  | 2,547  | 2,591  | 2,536  |
| 12687 | Howard Lake-Waverly-Winsted              | 9,437  | 9,634  | 9,863  | 9,875  |
| 12689 | Pipestone Area School District           | 7,443  | 7,333  | 7,283  | 7,287  |
| 12752 | Fairmont Area School District            | 12,481 | 12,429 | 12,555 | 12,241 |
| 12753 | Long Prairie-Grey Eagle School District  | 8,887  | 8,945  | 9,015  | 8,981  |
| 12754 | Cedar Mountain School District           | 2,356  | 2,331  | 2,364  | 2,328  |
| 12769 | Morris Area School District              | 7,675  | 7,429  | 7,503  | 7,757  |
| 12805 | Zumbrota-Mazeppa School District         | 7,232  | 7,500  | 7,629  | 7,479  |
| 12835 | Janesville-Waldorf-Pemberton School      | 4,976  | 5,021  | 5,106  | 5,230  |
| 12853 | Lac qui Parle Valley School District     | 6,277  | 6,280  | 6,316  | 6,179  |
| 12854 | Ada-Borup Public School District         | 2,569  | 2,552  | 3,993  | 3,887  |
| 12856 | Stephen-Argyle Central Schools           | 1,763  | 1,747  | 1,771  | 1,686  |
| 12859 | Glencoe-Silver Lake School District      | 12,817 | 12,866 | 13,013 | 12,862 |
| 12884 | Red Rock Central School District         | 3,201  | 3,214  | 3,225  | 3,132  |
| 12886 | Glenville-Emmons School District         | 2,389  | 2,398  | 2,398  | 2,376  |

|        |  |         |         |         |         |
|--------|--|---------|---------|---------|---------|
| 12888  | Clinton-Graceville-Beardsley           | 2,397   | 2,417   | 2,473   | 2,452   |
| 12889  | Lake Park Audubon School District      | 5,668   | 5,711   | 5,727   | 5,644   |
| 12890  | Renville County West School District   | 4,069   | 4,050   | 4,076   | 3,964   |
| 12895  | Jackson County Central School District | 7,736   | 7,743   | 7,806   | 7,707   |
| 12897  | Redwood Area School District           | 8,071   | 8,042   | 8,052   | 8,008   |
| 12898  | Westbrook-Walnut Grove Schools         | 2,772   | 2,775   | 2,799   | 2,693   |
| 12899  | Plainview-Elgin-Millville              | 8,000   | 8,092   | 8,163   | 8,032   |
| 12902  | RTR Public Schools                     | 3,382   | 3,349   | 3,328   | 3,331   |
| 12903  | Ortonville Public Schools              | 3,501   | 3,536   | 3,549   | 3,428   |
| 12904  | Tracy Area Public School District      | 4,945   | 4,905   | 4,927   | 4,901   |
| 12905  | Tri-City United School District        | 13,561  | 13,814  | 14,128  | 14,069  |
| 12906  | Red Lake County Central Public Schools | 1,991   | 1,987   | 2,018   | 1,977   |
| 12907  | Round Lake-Brewster Public Schools     | 1,608   | 1,601   | 1,628   | 1,559   |
| 12908  | Brandon-Evansville Public Schools      | 3,643   | 3,680   | 3,727   | 3,661   |
| 12909  | Rock Ridge Public Schools              | 18,806  | 18,052  | 17,775  | 18,676  |
| 20323  | Franconia Public School District       | 260     | 265     | 271     | 268     |
| 30006  | South St. Paul Public School District  | 20,514  | 20,317  | 20,254  | 20,296  |
| 112860 | Blue Earth Area Public Schools         | 7,780   | 7,712   | 7,642   | 7,740   |
| 300001 | Minneapolis Public School District     | 429,956 | 426,047 | 425,096 | 433,631 |



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## Population Certificate

Be it resolved by the School Board of Independent School District 834 that the 2024 estimated population of the School District be set at 69,269. This figure will be submitted to the State Demographer for use in all appropriate funding formulas.

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Alison Sherman, Board Chair

Date

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Beverly Petrie, Board Clerk

Date

**Joint Powers Agreement for Food Services  
Between Stillwater Area School District ISD 834  
and Independent School District No. 832 - Mahtomedi**

**THIS AGREEMENT**, is made and entered into by and between Independent School District No. 832, Mahtomedi Public Schools, "Contractor" and Independent School District No. 834, Stillwater Area Public Schools, "Provider."

**WHEREAS**, the parties to this Agreement desire to make available to each party the administrative and financial benefits of cooperative purchasing and selling with respect to common items or services used by the parties; and

**WHEREAS**, the parties to this Agreement wish to combine their purchasing powers in order to secure the most favorable terms and conditions on the purchase of equipment, materials, services and supplies;

**WHEREAS**, the parties to this Agreement desire to enter into a Joint Powers Agreement to facilitate the purchase of goods and services as described below, pursuant to Minn. Stat. § 471.59, as amended, which authorizes political subdivisions to enter into an agreement to exercise jointly the governmental powers and functions each has individually

**THEREFORE**, in consideration of the mutual promises and covenants contained herein, and intending to be mutually bound hereby, it is hereby agreed, by and between the parties hereto as follows:

**1. Scope of Contract**

Provider shall perform consulting, management and food services operations for the Contractor. Provider shall comply with the applicable provisions of the National School Lunch Act, and United States Department of Agriculture ("USDA") regulations set forth in 7 C.F.R. § 210, and all other applicable laws, rules and regulations of federal, state and local authorities.

**2. Food Service**

A. Provider shall serve on such days and at such times as requested by the District:

- a) Lunches which meet the requirements prescribed by the USDA and which provide the daily nutritional and calorie needs of children from elementary to high school age;

- b) Milk; and
- c) Such other food as may be agreed upon by the parties.

B. Provider shall cooperate with Contractor in promoting nutrition education aspects of the food service operation, in the Contractor's efforts to coordinate those aspects with classroom instruction at all student levels, and in providing nutrition education materials to classes as requested by Contractor.

C. The food service facilities shall be available at all hours for social or school events as required by Contractor; provided, however, that Contractor shall not use or allow the food service facilities to be used in such a manner or at such hours so as to impede or interfere with Provider's ability to perform its obligations hereunder. If Contractor is going to use kitchen an employee from the Provider with a Certified Food Protection Manager must be present and paid at the expense of the Contractor.

D. Contractor shall prepare any notice to parents or guardians containing the eligibility guidelines for federal free and reduced priced meal programs, as well as a description of how the anonymity of the students receiving meals under the programs shall be protected. Contractor shall retain signature authority on the State Agency School Authority application agreement(s), free and reduced price policy statement and the claims for reimbursement.

### **3. Facilities and Equipment**

A. Contractor shall make available to Provider all facilities required for operation of the food service, completely equipped and ready to operate. Contractor retains ownership of all such facilities, including any kitchen equipment and small wares.

B. Contractor shall make all equipment repairs and replacements and shall furnish equipment maintenance service for the premises utilized under this Agreement.

C. Provider shall be responsible for the care and cleaning of all equipment and the food preparation, storage and service counter areas to the satisfaction of the Contractor. Following meal service, the cleaning of the dining area, tables and chairs, and cleaning walls, floors, windows, and lights fixtures, shall be the responsibility of the Contractor. Contractor will put away deliveries on non-school days and remove trash as needed.

D. Provider shall be responsible for the sanitary handling of garbage and trash as necessary for the food service operations and placement of trash in the building to a location designated by Contractor. Contractor shall be responsible for the removal of trash and garbage from the school building sites.

#### **4. Health Certification**

Provider shall comply with all federal, state and local laws and regulations governing the preparation, handling and serving of food, and shall procure on behalf of Contractor and keep in effect all licenses, permits and food handlers' cards as are required by law and shall comply with any posting requirements. Provider shall pay for all such required licenses, permits, food handlers' cards and health certifications and bill Contractor. Contractor will apply and pay for kitchen licenses provided by MNDH. Contractor is responsible to correct any citations from the health department as related to equipment and building.

#### **5. Personnel**

A. Provider shall employ all necessary employees to properly staff the food service operations at Contractor's school sites. It is understood and agreed that all staff assigned by Provider to Contractor's school sites are Provider's employees and shall not, for any purposes, be considered employees of Contractor. Provider shall be responsible for hiring, firing, supervision and discipline of its employees who are assigned to the Contractor's school sites. Provider shall ensure that it meets all of its obligations to provide insurance for its employees, including but not limited to workers compensation insurance, and that any claims made by Provider's employees assigned to Contractor's school sites shall be made to Provider's insurance carriers under Provider's insurance policies.

B. Provider shall maintain an adequate supervisory staff of its employees at Contractor's school sites to assist and supervise its employees in the provision of food service under this Agreement. Provider shall provide administrative, dietetic, purchasing, and personnel advice and supervision, including an on-site manager at each school.

C. Contractor will post job openings on the district website and assist in recruiting as requested by Provider.

#### **6. Purchasing**

Provider is empowered under this Agreement to make purchases through the competitive bidding process, where the award is made to the lowest responsible

bidder. When making a joint purchase, Contractor and Provider shall consult to ensure that requirements of both affected districts are included, and the specifications for the equipment, materials, services and supplies that meet the needs of both districts are included. After bids or other solicitations for joint purchases have been received by Provider, Provider shall execute purchasing document with the vendor on behalf of the Contractor. Contractor shall make payment directly to the contract vendor according to the established procedures of Contractor. Each district shall be separately accountable for its own expenditures of public funds made hereunder. No district shall assume responsibility for the accountability of funds expended by the other district.

For the 2024-25 and 2025-26 school years, Contractor shall purchase the food and supplies necessary for its food service operation based upon the competitive bid already accepted by Provider. Provider shall enter into an agreement with the contract vendor chosen for the 2024-25 and 2025-26 school years to permit Contractor to purchase based upon these accepted bids.

**7. Term of Agreement and Disposition of Property upon Expiration of the Joint Powers Agreement**

This Joint Powers Agreement shall be effective from July 1, 2024 through June 30, 2026, with the option to renew the Agreement for two additional year terms. Each option to renew may be exercised by written notice to Provider by May 1 of the initial contract term or the renewal term. The parties agree that they shall work cooperatively and jointly to resolve any issues which arise during the performance of this Agreement. The parties further agree that any changes made to the Agreement shall be documented in writing. Upon expiration of the Agreement, any supplies or property acquired by Contractor as a result of the Joint Powers Agreement shall remain the property of Contractor.

**8.** Contractor shall pay Provider an annual administrative fee of One Hundred Forty Thousand Dollars (\$140,000.00) for 2024-25 and One Hundred Forty-Four Thousand Two Hundred Dollars (\$144,200.00) for 2025-26 distributed equally in ten (10) installments (September through June), within ten (10) days after receipt of an invoice from Provider. This fee reflects the costs to Provider in operating and managing the program. In addition, Provider shall invoice Contractor for the actual costs in salaries, benefits and costs associated with employee contract for employees assigned to Contractor's school sites. No other costs associated with this Agreement shall be passed along to Contractor unless specifically agreed upon in writing by the parties.

**9. Notices**

Any notices to or communication with ISD 832 for purposes of this Agreement shall be sent to:

Tim Erickson  
Director of Finance and Operations  
Mahtomedi Public Schools  
1520 Mahtomedi Avenue  
Mahtomedi, Minnesota  
55115

Any notices to or communication with ISD 834 for purposes of this Agreement shall be sent to:

Ms. Marie Schrul  
Executive Director of Finance  
Stillwater Area Public Schools  
1875 South Greeley Street  
Stillwater, Minnesota  
55082

**IN WITNESS WHEREOF**, ISD No. 832 and ISD No. 834 have executed this Agreement by the signatures below and have approved this Agreement by their respective school boards, on the dates written below.

  
\_\_\_\_\_ Date: May 23, 2024  
Independent School District No. 832

\_\_\_\_\_ Date: \_\_\_\_\_  
Independent School District No. 834

# School Nutrition Programs Renewal of Joint Agreement

School Year 2025

A school food authority (SFA) and Site may mutually agree to renew a joint agreement for up to four (4) one-year periods after the end of the original one-year joint agreement.

Stillwater Area Public Schools ISD 834 (SFA)  
1000004047 Cyber-Linked Interactive Child Nutrition System (CLiCS) sponsor ID  
number and Marine Village School (site)  
9000020980 CLiCS Site ID number agree to renew the original School Nutrition  
programs joint agreement, which ended June 30, 2024, for the period of  
July 1, 2024 through June 30, 2025 (not to exceed one year).

The total number of times that the original joint agreement has been renewed, including this renewal, is  
1 (may not exceed four).

The terms of the original joint agreement remain in effect during this renewal, except for any adjustment to the original contract terms as described here:

Payments from parents will be accepted online only. Adult prices will be adjusted to match ISD 834 prices.

SFA and Site have caused this agreement to be executed by their duly authorized representatives:

**SFA** Stillwater Area Public Schools ISD #834  
Marie Schrul Executive Director of Finance  
Authorized Representative Title of Authorized Representative  
Telephone 651.351.8321  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**Site** Marine Village School  
Kimberly Kokx MVS Principal  
Authorized Representative Title of Authorized Representative  
Telephone (651) 477-0380  
Signature Kimberly Kokx Date 5/29/24

## **Stillwater Area School District ISD #834 and Marine Village School 2024-25 & 2025-26**

This Agreement dated July 1, 2024 between Marine Village School, (hereinafter called MVS) and Stillwater Area Public Schools ISD 834 (hereinafter called ISD 834) authorizes that the ISD 834 shall be retained by MVS to provide meals for the period of July 1, 2024 through June 30, 2026, in accordance with the following conditions:

### **Meal Requirements and Meal Service**

1. ISD 834 will provide breakfast, lunch and extra milk. Meals will be available as offer vs serve as agreed upon.
2. All meals provided and claimed for reimbursement by the ISD 834 shall conform to the minimum meal pattern requirements of the U.S. Department of Agriculture (USDA) and rules for selling extra milk.
3. ISD 834 shall be liable for meals which do not meet meal pattern requirements or are spoiled or unwholesome at time of service.
4. Federally mandated on-site reviews will be conducted by ISD 834's Nutrition Services Admin Staff by February of each year. MVS and ISD 834 are required to follow the established Hazard Analysis Critical Control Point (HACCP) Plan to maintain the highest degree of food safety and sanitation.

### **Delivery and Ordering**

1. MVS shall provide a calendar of the days meals are required to ISD 834.

### **Health and Sanitation**

1. ISD 834 and MVS agree that the state and local health and sanitation requirements will be met at all times.
2. All food will be properly stored, prepared and served at appropriate temperatures and free of contamination in accordance with the Hazard Analysis Critical Control Point (HACCP) Plan.
3. MVS will apply for and pay for the MN Food & Beverage License yearly.

### **Equipment and Smallwares**

1. ISD 834 will order all necessary smallwares and bill to MVS.
2. MVS is responsible for the purchasing, upkeep and repairs of all kitchen equipment.

### **Record Keeping**

1. ISD 834 agrees to maintain all records applicable to this agreement for a period of three years after the end of the Federal fiscal year to which they pertain. This includes records of meal counts, menus, food purchases, quantities prepared and the use of USDA donated commodities.
2. MVS agrees that the books and records pertaining to the School Nutrition Program(s) will be made available to representatives of the Minnesota Department of Education - Food and Nutrition Service and the USDA, and the US General Accounting Office at any reasonable time and place.
3. ISD 834 will be responsible for processing the MVS's free and reduced price meal applications.
4. ISD 834 will be responsible for the mailing and notification letters to each household submitting an application. Procedures will be set up so that children approved for free and reduced price meals will not be discriminated against because of their inability to pay full student price of the meal.
5. ISD 834 staff will take daily counts using Primera Edge at the point of service of the number of

reimbursable free, reduced price, and paid meals served to eligible children, the number of adult meals served, the number of a la carte items sold and the extra one-half pints of milk used.

6. ISD 834 will be responsible for submitting claims to the Food and Nutrition Service, Minnesota Department of Education for meal reimbursements via clics and for maintaining all required records needed to meet its responsibilities under its School Nutrition Programs Agreement.

**Receipts and Billing**

1. Children and adult meal charges will follow that of ISD 834 meal charges.
2. The collection of money and/or the sale of meal/a la carte pre-payments to students and adults shall be the responsibility of ISD 834.
3. The money collected shall be deposited into ISD 834 revenue. All payments received under this Agreement and all expenditures made by ISD 834 in connection with this Agreement shall be paid from such fund.
4. Negative student balances will be reimbursed by MVS annually.
5. In the event the Nutrition Services program experiences an annual loss, MVS will reimburse ISD 834 the annual loss.

**Building Support and Supervision**

1. Student conduct and supervision will be the responsibility of MVS.
  - a. If a student conducts him/herself inappropriately, there will be a conference with the school principal to decide on an action plan.
2. MVS is responsible for custodial support as it relates to sweeping and mopping floors, cleaning café floors and tables as well as garbage removal in the kitchen and cafe.

**Expense reimbursement**

1. MVS will reimburse ISD 834 salary and benefits for Nutrition Services staff and other costs not covered by program reimbursements and meal charges.
2. ISD 834 shall be reimbursed by MVS for all small wares that are purchased.
3. ISD 834 shall be reimbursed by MVS for Primera Edge or another point of sale software cost.
4. ISD 834 shall be reimbursed for indirect support in the form of a supervisor, dietitian, clerical support, human resources, payroll and accounts payable staff in the amount of \$4,589.00 for 2024-2025 & \$4,727.00 for 2025-2026.

**Non-Performance Cancellation Rights/Renewal**

1. Either party may cancel this Agreement with thirty days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duty authorized representatives as of the day and year written above.

| Stillwater Area Public Schools ISD 834 | Marine Village School  |
|--|--|
| Name:<br>Ms. Marie Schrul              | Name:<br>Kimberly Kokx   |
| Signature:                             | Signature:<br> |
| Date:                                  | Date:<br>5/29/24   |
| Telephone:<br>651-351-8321             | Telephone:<br>651-477-0380 Ext 200   |

**Joint Agreement Between  
Stillwater Area School District ISD 834 and  
Northeast Metropolitan Intermediate School District ISD 916**

This Agreement, between Northeast Metropolitan Intermediate School District 916 (hereinafter called NEM 916) and Stillwater Area Public Schools #834 (hereinafter called ISD 834) authorizes that ISD 834 shall be retained by NEM 916 to provide food service as follows for the period of July 1, 2024 through June 30, 2025 and July 1, 2025 through June 30 2026 in accordance with the following conditions:

**I. MEAL REQUIREMENTS AND MEAL SERVICE**

- A. ISD 834 will provide the following: One (1) lunch entrée choice, which includes 1% milk, fruit and veggie. ISD 834 will also provide eating utensils, disposable supplies, condiments, and safe transportation containers. Lunches will be served according to ISD 834 school district calendar, and only on days when school is in session for ISD 834. If Pankalo has school on an ISD 834 non school day, meals will be provided from Pankalo with NEM 916 picking up the meals.
- B. Any 916 staff serving breakfast will need to attend a mandatory training provided by ISD 834 Nutrition Services.
- C. ISD 834 will provide breakfast items in bulk. This will include all components required by USDA for the School Breakfast Program.
- D. Meals will be delivered in bulk to be served family style.
- E. All meals provided and claimed for reimbursement by ISD 834 shall conform with the meal pattern requirements of the U.S. Department of Agriculture (USDA).
- F. ISD 834 shall be liable for meals which do not meet meal pattern requirements, or are spoiled or unwholesome at time of delivery.
- G. Set-up and clean up of the eating area will be the responsibility of NEM 916.

**II. DELIVERY, ORDERING**

- A. The lunches will be delivered to the ECFC building at an agreed upon time.
- B. NEM 916 shall notify ISD 834 daily, by email before 9:30 a.m. with the names of each student ordering lunch and the names of each student ordering milk.
- C. ISD 834 will be responsible for cleaning transport containers after lunch service.
- D. Empty transport containers must be returned to the designated location at the ECFC building by NEM 916 each day after lunch.

**III. HEALTH AND SANITATION**

- A. ISD 834 and NEM 916 agree that state and local health and sanitation requirements will be met at all times. All food will be properly sorted, prepared, packaged, and transported at appropriate temperatures and free of contamination.
- B. Site will hold a food and beverage license. Someone will need to be onsite for the two annual health inspections.

**IV. EQUIPMENT AND UTENSILS**

- A. The following disposable eating utensils will be furnished with each meal, as appropriate: food container, plastic fork, plastic spoon and napkin, and shall be the responsibility of ISD 834.

**V. RECORD KEEPING**

- A. ISD 834 will claim the meals for State and Federal Reimbursement.
- B. ISD 834 agrees to maintain all records applicable to this agreement for a period of three years after the end of the federal fiscal year to which they pertain. This

includes records of meal counts, menus, food purchases, quantities prepared and delivered, and the use of USDA donated commodities.

- C. ISD 834 agrees that the books and records pertaining to ISD 834 School Nutrition Program(s) will be made available to representatives of the Minnesota Department of Children, Families and Learning – Food and Nutrition Service, the USDA, and the U.S. General Accounting Office at any reasonable time and place.
- D. ISD 834 will be responsible for processing NEM 916 free and reduced price meal applications. Procedures will be set up between ISD 834 and NEM 916 so that children approved for free and reduced price meals will not be discriminated against because of their inability to pay the full student price of the meal.
- E. ISD 834 shall record the number of reimbursable free, reduced price, and paid meals served to eligible children, the number of adult meals served and the extra one-half pints of milk sold. ISD 834 will accurately record and report these counts. ISD 834 will be responsible for submitting claims to the Food and Nutrition Service, Minnesota Department of Children, Families and Learning for meal reimbursements and for maintaining all required records needed to meet its responsibilities under its School Nutrition Programs Agreement.

#### **VI. STUDENT AND ADULT CHARGES**

- A. Children and adult charges will be whatever ISD 834 is.
- B. In the event ISD 834 lunch and milk prices increase during the school year, NEM 916 lunch charges would be raised at the same rate and be the same as ISD 834 prices.

#### **VII. RECEIPTS AND BILLING**

- A. The collection of money shall be done through ISD 834 approved system. Parent payment should be made online.
- B. The money collected shall be deposited into ISD 834 nonprofit Food Service fund. All payments received under this Agreement and all expenditures made by ISD 834 in connection with this Agreement shall be paid from such fund.
- C. Any negative balances at the end of the year will be the responsibility of 916.

#### **VIII. NON-PERFORMANCE OR CANCELLATION RIGHTS**

Either party may cancel this Agreement with thirty (30) days written notice.

IX.

| Preparation Kitchen Assigned:             | Receiving Site:  |
|---|--|
| Name:<br>Stillwater Middle School         | Name:<br>Northeast Metropolitan Intermediate School District 916 |
| Address:<br>523 West Marsh Street         | Address:<br>1111 Holcombe Street West                            |
| City, State, Zip:<br>Stillwater, MN 55082 | City, State, Zip:<br>Stillwater, MN 55082                        |
| Telephone:<br>(651) 351-6910/6923         | Telephone:<br>(651) 351-4036                                     |
| Manager:<br>Annie Tennant                 | Manager:   |

IN WITNESS WHEREOF, \_\_\_\_\_ the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year written above.

|   |   |
|---|---|
| School Food Authority:<br>Stillwater Area Public Schools ISD 834  | School:<br>Northeast Metropolitan Intermediate School District 916  |
| By:<br>Ms. Marie Schrul<br>Executive Director of Finance<br>1875 South Greeley Street<br>Stillwater, MN 55082 | By:<br>Mark Kumlien<br>Executive Director of Finance<br>Northeast Metropolitan Intermediate School District 916<br>2540 County Road F East<br>White Bear Lake, MN 55110 |
| Signature:  | Signature:<br>  |
| Date:   | Date:<br>6/6/24   |
| Telephone:<br>(651) 351-8321  | Telephone:<br>(651) 415-5650  |

# School Nutrition Programs Renewal of Joint Agreement

School Year 2025

A school food authority (SFA) and Site may mutually agree to renew a joint agreement for up to four (4) one-year periods after the end of the original one-year joint agreement.

Stillwater Area Public Schools ISD 834 (SFA)  
1000004047 Cyber-Linked Interactive Child Nutrition System (CLiCS) sponsor ID  
number and Pankalo Education Center (site)  
9000016327 CLiCS Site ID number agree to renew the original School Nutrition  
programs joint agreement, which ended June 30, 2024, for the period of  
July 1, 2024 through June 30, 2025 (not to exceed one year).

The total number of times that the original joint agreement has been renewed, including this renewal, is  
1 (may not exceed four).

The terms of the original joint agreement remain in effect during this renewal, except for any adjustment to the original contract terms as described here:

Custodians will accept deliveries on non school days.  
Adult prices will be adjusted to match ISD adult prices.

SFA and Site have caused this agreement to be executed by their duly authorized representatives:

SFA Stillwater Area Public Schools ISD #834

Marie Schrul Executive Director of Finance  
Authorized Representative Title of Authorized Representative

Telephone (651) 351-8321

Signature \_\_\_\_\_ Date \_\_\_\_\_

Site Pankalo Education Center

Mark Kumlien Title of Authorized Representative  
Authorized Representative

Telephone (651) 415-5650

Signature Mark Kumlien Date 6/6/24

**Stillwater Area Public Schools ISD #834**  
**and**  
**Pankalo 916 Program**  
**2024-2025 and 2025-2026**

This Agreement dated July 1, 2024 between Pankalo 916 Program, (hereinafter called Pankalo) and Stillwater Area Public Schools ISD 834 (hereinafter called ISD 834) authorizes that the ISD 834 shall be retained by Pankalo to provide meals for the period of July 1, 2024 through June 30, 2026, in accordance with the following conditions:

**Meal Requirements and Meal Service**

1. ISD 834 will provide breakfast, lunch and extra milk. Meals will be available as offer vs serve as agreed upon.
2. All meals provided and claimed for reimbursement by the ISD 834 shall conform to the minimum meal pattern requirements of the U.S. Department of Agriculture (USDA) and rules for selling extra milk.
3. ISD 834 shall be liable for meals which do not meet meal pattern requirements or are spoiled or unwholesome at time of service.
4. Federally mandated on-site reviews will be conducted by ISD 834's Nutrition Services Admin staff by February of each year. Pankalo and ISD 834 are required to follow the established Hazard Analysis Critical Control Point (HACCP) Plan to maintain the highest degree of food safety and sanitation.

**Delivery and Ordering**

1. Pankalo shall provide a calendar of the days meals as required to ISD 834.

**Health and Sanitation**

1. ISD 834 and Pankalo agree that the state and local health and sanitation requirements will be met at all times.
2. All food will be properly stored, prepared, and served at appropriate temperatures and free of contamination in accordance with the Hazard Analysis Critical Control Point (HACCP) Plan.

**Equipment and Smallwares**

1. ISD 834 will purchase all necessary smallwares at the expense of Pankalo.
2. Pankalo is responsible for the purchasing, upkeep and repairs of all kitchen equipment.

### **Record Keeping**

1. ISD 834 agrees to maintain all records applicable to this agreement for a period of three years after the end of the Federal fiscal year to which they pertain. This includes records of meal counts, menus, food purchases, quantities prepared, and the use of USDA donated commodities.
2. Pankalo agrees that the books and records pertaining to the School Nutrition Program(s) will be made available to representatives of the Minnesota Department of Education — Food and Nutrition Service and the USDA, and the US General Accounting Office at any reasonable time and place.
3. ISD 834 will be responsible for processing the Pankalo's free and reduced price meal applications.
4. ISD 834 will be responsible for the mailing and notification letters to each household submitting an application. Procedures will be set up so that children approved for free and reduced-price meals will not be discriminated against because of their inability to pay the full student price of the meal.
5. ISD 834 staff will take daily counts at the point of service using Primero Edge of the number of reimbursable free, reduced price, and paid meals served to eligible children, the number of adult meals served, and any a la carte sold including the extra one-half pints of milk used.
6. ISD 834 will be responsible for submitting claims to the Food and Nutrition Service, Minnesota Department of Education for meal reimbursements via clics and for maintaining all required records needed to meet its responsibilities under its School Nutrition Programs Agreement.

### **Receipts and Billing**

1. Children and adult meal charges will follow that of ISD 834 meal charges.
2. The collection of money and/or the sale of meal pre-payments to students and adults shall be the responsibility of ISD 834.
3. The money collected shall be deposited into ISD 834 revenue. All payments received under this Agreement and all expenditures made by ISD 834 in connection with this Agreement shall be paid from such fund.
4. Negative student balances will be reimbursed by Pankalo annually.
5. In the event the food service program experiences an annual loss, Pankalo will reimburse ISD 834 the annual loss.

### **Building Support and Supervision**

1. Student conduct and supervision will be the responsibility of Pankalo.
  - a. If a student conducts him/herself inappropriately, there will be a conference with the school principal to decide on an action plan.
2. Pankalo is responsible for custodial support as it relates to cleaning in the kitchen and café.

**Expense reimbursement**

1. Pankalo will reimburse ISD 834 salary and benefits for kitchen and cafeteria staff and other costs not covered by program reimbursements and meal charges.
2. ISD 834 shall be reimbursed by Pankalo for all small wares that are purchased.
3. ISD 834 shall be reimbursed by Pankalo for Primero Edge or another point of sale software cost.
4. ISD 834 shall be reimbursed for indirect support in the form of a supervisor, dietitian, clerical support, human resources, payroll and accounts payable staff in the amount of \$4,589.00 for 2024-2025 and \$4,727.00 for 2025-2026.

**Non-Performance Cancellation Rights/Renewal**

1. Either party may cancel this Agreement with thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year written above.

| Stillwater Area Public Schools ISD 834 | Pankalo Education Center  |
|--|---|
| Name:<br>Ms. Marie Schrul              | Name:<br>Mark Kumlien   |
| Signature:                             | Signature:  |
| Date:                                  | Date:       |
| Telephone:<br>651-351-8321             | Telephone:<br>651-415-5650  |

# School Nutrition Programs

## Agreement for Vended Meals Provided by a School Food Authority

**School Year 2024-25 & 2025-26**

This agreement is for a School Food Authority (SEA) that participates in School Nutrition Programs (SNP) to obtain reimbursable SNP meals from another SFA, which is referred to in this contract as the "Vendor." An *Agreement for Vended Meals Provided by a School Food Authority* must be completed each school year that the Vendor will provide meals to the SFA. This agreement template may not be used to obtain SNP meals from a commercial vendor.

Meal charges are based on the Vendor recouping at least the estimated costs of providing the meals or snacks. If actual costs are not available, the charge may be based on the total federal reimbursement that could be received for the meal or snack including the value of USDA Foods if applicable.

Competitive quotes are not needed when SNP meals will be obtained from another SFA. The Vendor and SFA may directly negotiate meal prices without additional, competitive quotes.

### I. Purpose and Term

"School Food Authority or "SFA" means the school food authority that will receive the meals and claim the meals for SNP reimbursements under the SFA's agreement with the Minnesota Department of Education (MDE). "Vendor" means the school food authority that will provide the SNP meals.

**This contract between School Food Authority (SFA):** New Heights School  
SFA's Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number: 1000004744 and Vendor:  
**Stillwater Area School District ISD 834**

SFA's Cyber-Linked Interactive Child Nutrition System (CUCS) Sponsor Identification Number: 1000004744 authorizes that the Vendor will provide meals, snacks or milk in accordance with this agreement and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II of this contract.

**The contract is effective for the period of:** 07/01/2024 through 6/30/2026.

Vendor will provide meals to SFA site(s) listed below or on an attached list.

| Site Name          | Site Address                                | CLiCS Number (if known) |
|--------------------|---|-------------------------|
| New Heights School | 614 Mulberry St. W.<br>Stillwater, MN 55082 | 1000004744              |

SFA will notify Vendor SFA with 60 days' notice of changes to sites.

If all sites do not receive the same types of meals, describe differences between sites here:

**II. Meal Requirements**

A. Vendor will provide meals, snacks and/or milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 (check all programs that apply):

- Lunches meeting National School Lunch Program requirements,\* 7 Code of Federal Regulations (CFR) 210.
- Breakfasts meeting School Breakfast Program requirements, 7 CFR 220.
- Snacks meeting Afterschool Care Snacks requirements, 7 CFR 210.
- Milk meeting Special Milk Program requirements, 7 CFR 215 / Minnesota Kindergarten Milk Program.
- Other (describe):

B. Vendor will provide meals to SFA in the following manner:

- Unitized meals.
- Bulk quantities accompanied by written instructions regarding the planned portion size for each food component.

C. Vendor will also provide (check all that apply):

- Eating Utensils.
- Condiments.
- Paper Items.
- Extra Milk.
- Transportation Containers.
- Other, describe.

### III. Meal Charges and Billing

- A. SFA will pay the following fixed prices for meals that meet program requirements and are delivered in accordance with the agreement. The fixed prices are the total amount due from SFA for each meal type; Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

Meal charges are based on the use of all commercial foods. Meal prices have *not* been reduced to reflect the value of SFA's USDA Foods. SFA will receive credit for its USDA Foods entitlement value as described in Section V.

Lunch will be charged at the USDA free rate for corresponding school year. Breakfast foods will be sent in bulk and charged at cost plus 20% admin fee.

Meals (check one):  include milk  do not include milk

If applicable, describe other charges such as for extra milk, adult meals, and adjustments to meals to accommodate special dietary needs:

We will charge \$0.55 for all milk sold without a reimbursable meal. Milk served with breakfast as part of a reimbursable meal will be charged at \$0.40/each. Adult meals should be ordered ahead of time and will be charged at ISD 834 prices. Special diet meals will be charged at \$2.00/meal in addition to the reimbursement rate to cover the extra cost of these foods. Site can order a la carte items to sell and will be charged at cost plus 20% admin mark up.

Vendor SFA will bill SFA as described (include frequency of billing):

SFA will pay a yearly administration fee to vendor SFA to cover costs associated with Nutrition Services Admin staff and Stillwater accounts payable staff. The fee for SY 24/25 will be \$4589.00 and the fee for SY 25/26 will be \$4727.00. The admin fee will be split over a 10 month billing cycle. Monthly billing will be over 10 months, September 2024 thru June 2025 and September 2025 thru June 2026.

**NOTE:** Neither the Minnesota Department of Education (MDE) nor USDA assumes any liability for meal payments.

### IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute or modify food or beverage items as requested by SFA for students with medical or special dietary needs as specified by SFA. SFA is responsible to obtain and maintain any documentation required for SFA to claim program reimbursements.

If Vendor incurs additional costs for substitutions specified by SFA that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs. Neither SFA nor Vendor may charge any additional amounts to students who qualify for substitutions.

- A. Substitutions or Modifications for Students with Disability-Federal Requirement

Vendor will provide substitutions or modifications to meals, as specified by SFA, for students with a disability that restricts their diet so that they are unable to consume the regular program meals. SFA is responsible to obtain the *Special Diet Statement* for the student that is required for SFA to claim program reimbursement for the meals.

B. Lactose-Reduced Milk for Students with Lactose Intolerance - State Requirement

Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124.D.114 for lactose-intolerant students whose parents have submitted written requests: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. SFA is responsible to maintain the written requests on file.

C. Meal Substitutions for Students without Disability (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions that are within the meal pattern on a case-by-case basis for Students who *do not have a disability* but who have special dietary needs. SFA will specify the required substitutions to Vendor.

D. Non-Dairy Fluid Milk Substitutes (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more *non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk* to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. SFA will maintain the written requests that are required to claim program reimbursement for non-dairy fluid milk substitutes.

## V. USDA Foods

SFA's USDA Foods entitlement value for the school year is \$4,341.00. SFA will permit MDE to transfer SFA's entitlement value for the school year to Vendor. Vendor will credit SFA for SFA's USDA Foods based on SFA's entitlement value.

Vendor will provide credits for USDA Foods to SFA at this frequency (check one):

On the monthly invoice, in the set monthly credit amount based on SFA's entitlement value shown above divided by SFA's number of operating months.

**SFA's number of operating months:** based on 2024-2025 and 2025-2026 school calendar

Monthly credit that will be provided by Vendor (total entitlement divided by the number of operating months): \$434.10/month times 10 months for year 24/25. TBD for school year 25/26.

Other frequency

At the end of the contract year.

## VI. **Ordering and Delivering**

A. SFA or sites will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for SFA or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by e-mail, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information: Site will order meals by 9am daily for 11am pickup. No meals will be provided if ISD has no school.

B. Vendor will deliver meals as described. Include time(s) for each site.

(For each meal service, indicate time that meal will be delivered or picked up by SFA. If more than one site, indicate for each site.) Describe here, or reference here to attached information:

Vendor will deliver up meals to designated site by 11:30 am daily.

C. Responsibility for transport containers:

(Indicate whether Vendor or SFA will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or SFA/Site to return transport containers. If there is more than one site, indicate any differences between sites.)

Describe here, or reference here to attached information: See attached

D. Other: **See Attached**

## VII. **Recordkeeping and Availability of Records**

A. Vendor agrees to maintain full and accurate records, which are required for SFA to claim reimbursements through School Nutrition Programs. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; 3) daily number of meals furnished, by type of meal.

B. Vendor and SFA agree that books and records pertaining to Vendor SFA's food service fund will be made available to SFA upon request and agrees to retain all records for inspection and audit by representatives of SFA, MDE, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except that in circumstances where audit findings have not been resolved the records must be retained beyond the three-year period until resolution of the audit.

## VIII. **Health and Sanitation**

A. All food will be properly stored, prepared, packaged and transported free of contamination and at

appropriate temperatures.

B. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

## **IX. SFA Control of Food Service**

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies.

SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from MDE.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure that the food service operation is in conformance with SFA's agreement with MDE to participate in SNP.
- D. Maintain all applicable health certifications for SFA site(s).
- E. Monitor vended meals to ensure the food service is in conformance with program regulations.

## **X. Termination**

Either party may terminate this contract for cause by notice in writing as described:

(The number of days required for notice of termination, not to exceed 60 days, must be stated.)

The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience. Termination must be requested a minimum of 30 days in advance.

## **XI. Additional Provisions at Option of SFA and Vendor**

Describe additional provisions here, or reference here to additional attached nonfinancial provisions:

See Attached

**Agreement for Vended Meals Provided by a School Food Authority**

**Signatures**

**SFA Name:** New Heights

**School Authorized Representative:** Thomas Kearney

**Title:** New Heights Principal

**Signature of Authorized Representative:** \_\_\_\_\_

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

*Thomas Kearney*

*June 3, 2024*

**Vendor Name:** Stillwater Area School District ISD 834

**Authorized Representative:** Ms. Marie Schrul

**Title:** Executive Director of Finance

**Signature of Authorized Representative:** \_\_\_\_\_

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



**ALPS (Alliance for Liability and Property Services)**  
**Stillwater Area Public Schools #834**  
 Member Cost Comparison

| Coverage Description   | Additional Description                     | 2023-2024               | 2024-2025               | % Change     |
|--|--|-------------------------|-------------------------|--------------|
| <b>Fixed Costs:</b>  |  |                         |                         |              |
| Package (includes Property, General Liability, Auto Liability & Physical Damage, Crime, Excess Liability, EBL, Law, Abuse) | includes actuarial debit/credit in [ ] (1) | \$132,057.89<br>[10.0%] | \$145,238.69<br>[10.0%] |              |
| Excess Property  |  | \$354,229.77            | \$502,306.24            |              |
| Boiler & Machinery   |  | \$10,310.00             | \$13,194.00             |              |
| Pollution Liability  |  | \$20,170.08             | \$26,431.82             |              |
| RPA/Gallagher Risk Management Services Fee   |  | \$27,252.00             | \$28,615.00             |              |
| Gallagher Bassett Services Claims Administration Fee   |  | \$10,920.00             | \$12,036.00             |              |
| Gallagher Bassett Services Loss Control Fee  |  | \$1,120.00              | \$1,200.00              |              |
| Operations Cost  |  | \$13,253.00             | \$11,770.00             |              |
| Cyber Liability  |  | \$43,792.00             | \$42,668.86             |              |
| <b>Total Fixed Cost</b>  |  | <b>\$613,104.74</b>     | <b>\$783,460.61</b>     | <b>27.8%</b> |

|   |  |                         |                         |              |
|---|--|-------------------------|-------------------------|--------------|
| <b>Variable Costs:</b>                              |  |                         |                         |              |
| Loss Fund - Package                                 | includes actuarial debit/credit in [ ] (1) | \$165,857.00<br>[10.0%] | \$185,127.00<br>[10.0%] |              |
| Loss Fund - Corridor                                |  | N/A                     | \$10,732.00             |              |
| <b>P&amp;C Contribution on a Maximum Cost Basis</b> |  | <b>\$778,961.74</b>     | <b>\$979,319.61</b>     | <b>25.7%</b> |

| <b>Statistical Information</b>                       |              |                     |                     |              |
|--|--------------|---------------------|---------------------|--------------|
| Total Insurable Values                               | includes APD | \$617,601,882       | \$770,394,260       | 24.7%        |
| Students   |              | 8,266               | 8,266               | 0.0%         |
| All Vehicles   |              | 16                  | 16                  | 0.0%         |
| <b>P&amp;C Contribution on a Maximum Cost Basis:</b> |              | <b>\$778,961.74</b> | <b>\$979,319.61</b> | <b>25.7%</b> |

(1) Please note the actuarial debit/credit system for the 2024/2025 renewal is based upon your districts exposures as well as the previous 5 years of loss history (excluding the current year).

(2) 2024 Member Specific Deductibles:  
 Cyber Liability: \$50,000

## **Background**

On July 1, 2014, Stillwater Area Public Schools joined the property, casualty and liability insurance program known as the “Alliance for Liability and Property Services” (ALPS). The purpose of the program is to purchase insurance coverage with other Minnesota school districts in order to obtain lower rates by using group buying power and a self-retention pool to cover the lower dollar claims.

The insurance industry has experienced many natural disasters over the past few years, including hurricanes, flooding, wildfires, tornadoes, and hail. Severe convective storms are the #1 loss industry leader for property insurance. Inflation has leveled off, however, increases in equipment and materials are still a factor.

Changes to the district’s property (higher total insured values) along with property rate increases due to the market/claims have impacted the overall insurance renewal rates for 2024-25.

## **Recommendation**

A motion and a second to approve the Alliance for Liability and Property Services (ALPS) 2024-25 insurance renewal in the amount of \$979,319.61.



# Field Trip / Overnight Athletic Team Trip Pre-Approval Form

**PLEASE REVIEW FIELD TRIP PROCEDURES/REQUIREMENTS ON BACK OF FORM PRIOR TO SUBMITTING FOR APPROVAL.**

Teacher/Coach/Advisor: Angela Mitchell Cell Phone #: (651) 398-5556

In conjunction with (team/class/organization): The Stillwater Choir

Educational/Trip Purpose: Choir Tour- Seattle, WA

Itinerary details must be attached

Destination: Seattle, WA

Destination Address/Phone: various- see itinerary  
(Address, City, State) (Phone number)

Departure from school Date: 4/23 Return to school Date: 4/27

Depart from school Time: 4:00 p.m. Arrival to destination Time: 9:00 p.m.

Departure from destination Time: noon Return to school Time: 5:00 p.m.

Number of: Students/Team Members: (Attach List) TBD

Directors/Coaches: 2 Names: Angela Mitchell, Katelyn Sawatzke

Chaperones\*: 4-6 Names: TBD, Sonia Esch, Jason Dell, Annie Gulbransen

\* All chaperones must have a completed and approved criminal background check.

Mode of Travel (see back for more info): Coach, Air

Lodging Information (if overnight): TBD  
(Hotel Name, Address, City, State) (Phone number)

Safety/Security Plans Reviewed Students sign a behavior contract- travel company  
(Date and manner in which information provided)

Discipline & Chemical Policy & Rules Reviewed Students will sign a behavior contract.  
(Date and manner in which information provided)

Estimated Cost \$ \_\_\_\_\_  
Transportation \$ \_\_\_\_\_  
Housing \$ \_\_\_\_\_  
Fees \$ \_\_\_\_\_  
Supplies \$ \_\_\_\_\_  
\_\_\_\_\_  
(other)

**Total Cost \$ \_\_\_\_\_**  
**Student Cost \$ 1850 District Cost \$ 0**  
**Funding Source (i.e. grant, prof. dev., etc.): self + fundraisers**

Teacher/Coach Signature: [Signature] May 22  
(Date)

Department Chair/Athletic Director Approval: [Signature] May 22  
(Date)

Building Administration Approval: [Signature] 5/22/24  
(Date)

[Signature]  
(Date)

**FOR OVERNIGHT FIELD TRIPS AND ATHLETIC TEAM TRIPS ONLY**  
District Administrative Approval: \_\_\_\_\_  
(Date)

(New Hires, Resignations, Retirements, Terminations, Leave Requests)

**RETIREMENT/RESIGNATION/RELEASE**

| <b>NAME</b>        | <b>STATUS</b>            | <b>ASSIGNMENT</b>   | <b>GROUP</b>                       | <b>EFFECTIVE DATE</b> |
|--------------------|--------------------------|---|------------------------------------|-----------------------|
| Abdillahi, Zakaria | Released                 | Preschool Assistant, 17.5 hours/week<br>Early Childhood Family Center                 | Community Ed<br>Leads & Assistants | May 23, 2024          |
| Banks, Kelly       | Resignation              | .6 FTE School Psychologist<br>Andersen Elementary                                     | SCEA                               | May 31, 2024          |
| Christensen, Erik  | Resignation              | Paraprofessional, 7.0 hours/day<br>Lake Elmo Elementary                               | SCPA                               | May 30, 2024          |
| Damirgi, Dunia     | Resignation              | Paraprofessional, 4.0 hours/week<br>Early Childhood Family Center                     | SCPA                               | May 23, 2024          |
| Gauker, Rebecca    | Retirement<br>(21 Years) | 1.0 FTE Science Teacher<br>Stillwater Area High School                                | SCEA                               | May 31, 2024          |
| Hernandez, Juanita | Resignation              | Cafeteria Employee, 4.75 hours/day<br>Oak-Land Middle School                          | Cafeteria                          | May 30, 2024          |
| Hubbard, David     | Resignation              | Paraprofessional, 11.0 hours/week<br>Brookview Elementary                             | SCPA                               | May 30, 2024          |
| Lueck, Dawn        | Resignation              | Director of Schools<br>Central Services   | Directors                          | June 30, 2024         |
| Mankowski, Calvin  | Resignation              | Paraprofessional, 6.5 hours/week<br>Stonebridge Elementary                            | SCPA                               | May 30, 2024          |
| McCarthy, Tami     | Released                 | Cafeteria Employee, 6.0 hours/day<br>Mahtomedi Middle School                          | Cafeteria                          | May 30, 2024          |
| Millar, Sandra     | Resignation              | Paraprofessional, 12.0 hours/week<br>Early Childhood Family Center                    | SCPA                               | May 30, 2024          |
| Mealey, Kathleen   | Released                 | Preschool Assistant, 17.5 hours/week<br>Early Childhood Family Center                 | Community Ed<br>Leads & Assistants | May 30, 2024          |
| Perry, John        | Resignation              | Director of Learning Technology & Design<br>Central Services                          | Directors                          | June 30, 2024         |
| Rodriguez, Maritza | Resignation-Rescinded    | Hispanic Student, Family & Comm. Engagement Specialist<br>Stillwater Area High School | Tech Support                       | May 30, 2024          |
| Roque, Alicia      | Resignation              | Paraprofessional, 6.5 hours/day<br>Oak-Land Middle School                             | SCPA                               | May 30, 2024          |
| Solinsky, Isabelle | Resignation              | FT Community Ed Assistant, 6.5 hours/day<br>Stonebridge Elementary                    | Community Ed<br>Leads & Assistants | May 30, 2024          |
| Sturgis, Sara      | Resignation              | 1.0 FTE LSN<br>Afton-Lakeland, Brookview & Lake Elmo Elementary                       | SCEA                               | May 3, 2024           |

**HIRES/REHIRE**

| <b>NAME</b>                   | <b>ASSIGNMENT</b>   | <b>SALARY PLACEMENT/ HOURLY RATE</b> | <b>REASON</b>         | <b>GROUP</b> | <b>EFFECTIVE DATE</b>             |
|-------------------------------|---|--------------------------------------|-----------------------|--------------|-----------------------------------|
| Broadwater, Troy              | Summer Grounds Crew<br>District Wide  | \$15.50 / hour                       | 2023-2024<br>Staffing | Custodial    | May 16, 2024 - September 30, 2024 |
| Burow, Angela                 | 1.0 FTE LTS Occupational Therapist<br>Lake Elmo & Stillwater Area High School | \$86,553.00                          | Replacement           | SCEA         | August 13, 2024 - June 4, 2025    |
| Cramlet, Emily<br>Rehired     | 1.0 FTE Elementary Education Teacher<br>Rutherford Elementary                 | \$60,420.00                          | 2024-2025<br>Staffing | SCEA         | August 13, 2024                   |
| Gerber, Anne                  | .4 FTE Speech Pathologist<br>Lake Elmo Elementary                             | \$90,148.00                          | Replacement           | SCEA         | August 13, 2024                   |
| Gregg, Colleen                | Paraprofessional, 12.0 hours/week<br>Lily Lake Elementary                     | \$18.00 / hour                       | 2024-2025<br>Staffing | SCPA         | August 26, 2024                   |
| Hawke, Ashley Ryan<br>Rehired | .8 FTE Art Teacher<br>Afton-Lakeland & Stonebridge Elementary                 | \$82,583.00                          | Replacement           | SCEA         | August 13, 2024                   |
| Hustad, Lori                  | Custodian VI, 8.0 hours / day<br>Early Childhood Family Center                | \$23.79 / hour                       | Replacement           | Custodial    | May 29, 2024                      |
| Jewett, Kari                  | Summer Success Substitute Teacher<br>Oak-Land Middle School                   | \$37.64 / hour                       | 2023-2024<br>Staffing | SCEA         | June 5, 2024 - August 1, 2024     |
| Larson, Katherine             | Summer Success Teacher  | \$37.64 / hour                       | 2023-2024             | SCEA         | June 5, 2024 - August 1, 2024     |

(New Hires, Resignations, Retirements, Terminations, Leave Requests)

|                               |  |                | Staffing              |               |                                    |
|-------------------------------|--|----------------|-----------------------|---------------|------------------------------------|
| LeValley, Kevin               | Oak-Land Middle School<br>Head Wrestling Coach                   | \$8,120.00     | Replacement           | Co-Curricular | August 1, 2024                     |
| McEvoy, Carson                | Stillwater Area High School<br>1.0 FTE School Psychologist       | \$101,338.00   | Replacement           | SCEA          | August 13, 2024                    |
| Mitchell, Lauren              | Stonebridge Elementary<br>Cross Country Coach                    | \$1,827.00     | Replacement           | Co-Curricular | August 13, 2024                    |
| Palmen, Emily                 | Oak-Land Middle School<br>1.0 FTE Grade 7 Immersion Teacher      | \$58,095.00    | 2024-2025<br>Staffing | SCEA          | August 13, 2024                    |
| Saunders, Benjamin<br>Rehired | Oak-Land Middle School<br>1.0 FTE Science Teacher                | \$82,328.00    | Replacement           | SCEA          | August 19, 2024                    |
| Shilts, Torey                 | Stillwater Area High School<br>Custodian VI, 8.0 hours / day     | \$23.79 / hour | Replacement           | Custodial     | June 3, 2024                       |
| Simmons, Eric                 | Stillwater Area High School<br>Director of Technology            | \$158,316      | Replacement           | Directors     | July 1, 2024                       |
| Skyberg, Maren                | Central Services<br>1.0 FTE Art Teacher                          | \$90,148.00    | Replacement           | SCEA          | August 13, 2024                    |
| Sontgerath, Elodie            | Lake Elmo & Rutherford Elementary<br>1.0 FTE ML Teacher          | \$98,427.00    | Replacement           | SCEA          | August 13, 2024                    |
| Stringer, Brett               | Oak-Land Middle School<br>Assistant Principal                    | \$131,922.00   | Replacement           | Principals    | July 1, 2024                       |
| Tayson, Heidi                 | Brookview & Lake Elmo Elementary<br>1.0 FTE Counselor            | \$68,732.60    | Replacement           | SCEA          | August 13, 2024                    |
| Thole, Sadie                  | Stillwater Area High School<br>1.0 FTE Special Education Teacher | \$65,783.00    | Replacement           | SCEA          | August 13, 2024                    |
| Tschida, Gregory              | Lake Elmo Elementary<br>Custodian VI, 8.0 hours / day            | \$23.79 / hour | Replacement           | Custodial     | June 24, 2024                      |
| Vander Linden, Luke           | Brookview Elementary<br>Summer Grounds Crew                      | \$15.50 / hour | 2023-2024<br>Staffing | Custodial     | June 16, 2024 - September 30, 2024 |
|                               | District Wide  |                |                       |               |                                    |

**LEAVES OF ABSENCE**

| NAME               | STATUS  | ASSIGNMENT   | GROUP                              | EFFECTIVE DATE                      |
|--------------------|---------|--|------------------------------------|-------------------------------------|
| Halbakken, Michael | Approve | Custodian VI, 8.0 hours/day<br>Stillwater Area High School                 | Custodial                          | June 12, 2024 - July 24, 2024       |
| Hendrickson, Amy   | Approve | Interim Community Ed Site Lead, 8.0 hours/day<br>Afton-Lakeland Elementary | Community Ed<br>Leads & Assistants | May 22, 2024 - June 24, 2022        |
| Rose, Kathryn      | Approve | 1.0 FTE Science Teacher<br>Stillwater Area High School                     | SCEA                               | August 19, 2024 - December 23, 2024 |
| Tverberg, Kasie    | Approve | Assistant Principal<br>Oak-Land Middle School                              | Principals                         | May 7, 2024 - June 30, 2024         |

**ASSIGNMENT CHANGES**

| NAME                       | FROM  | TO  | REASON                | GROUP                              | EFFECTIVE DATE  |
|----------------------------|---|---|-----------------------|------------------------------------|-----------------|
| Cox, Nate                  | Principal - Elementary<br>Lily Lake Elementary                          | POSA - Activities<br>Stillwater Area High School                              | Replacement           | Principals                         | July 8, 2024    |
| Gahlon, Amanda             | Paraprofessional, 6.0 hours/day<br>Stillwater Area High School          | Secretary - Athletic/Activities, 8.0 hours/day<br>Stillwater Area High School | Replacement           | Tech Support                       | July 1, 2024    |
| Gutiérrez Mancia, Reimundo | Custodian VI, 8.0 hours/day<br>Stillwater Area High School              | Custodian VI, 8.0 hours/day<br>Lily Lake Elementary                           | Replacement           | Custodial                          | June 12, 2024   |
| Hendrickson, Amy           | Interim Site Lead, 8.0 hours/day<br>Afton-Lakeland                      | FT Community Ed Assistant, 6.25 hours/day<br>Afton-Lakeland Elementary        | 2023-2024<br>Staffing | Community Ed<br>Leads & Assistants | May 30, 2024    |
| Lavergne, Amber            | Secretary - Instruction Support Svcs, 8.0 hours/day<br>Central Services | Admin. Asst to the Chief of Staff, 8.0 hours/day<br>Central Services          | Replacement           | Tech Support                       | June 3, 2024    |
| Nelson, Linda              | Health Care Specialist, 6.5 hours/day<br>District Wide Float            | 1.0 FTE LSN<br>Afton-Lakeland, Brookview & Lake Elmo Elementary               | Replacement           | SCEA                               | August 13, 2024 |
| Rodriguez, Maritza         | Hispanic Stud, Fam & Comm. Engagement Spec.                             | Hispanic Stud, Fam & Comm. Engagement Spec.                                   | Replacement           | Tech Support                       | August 19, 2024 |

(New Hires, Resignations, Retirements, Terminations, Leave Requests)

|                   |   |  |                       |      |                 |
|-------------------|---|--|-----------------------|------|-----------------|
|                   | Stillwater Area High School                                 | Lake Elmo Elementary                                     |                       |      |                 |
| Rohde, Jason      | 8 FTE Art Teacher<br>Stillwater Area High School            | 1.0 FTE Art Teacher<br>Stillwater Area High School       | 2024-2025<br>Staffing | SCEA | August 19, 2024 |
| Schmalz, Wendy    | 1.0 FTE Elementary Education Teacher<br>Andersen Elementary | Preschool Teacher, 7.0 hours/day<br>Brookview Elementary | Replacement           | SCEA | August 19, 2024 |
| Vollrath, Breanna | Coordinator - L & I Assessment<br>Central Services          | 1.0 FTE English Teacher<br>Oak-Land Middle School        | Replacement           | SCEA | August 13, 2024 |

**ADDITIONAL ASSIGNMENTS**

| NAME                  | Position   | Reason                | Group                              | EFFECTIVE DATE                  |
|-----------------------|--|-----------------------|------------------------------------|---------------------------------|
| Aarness, Brenda       | ESY Teacher<br>Oak-Land Middle School                          | 2023-2024<br>Staffing | SCEA                               | July 10, 2024 - August 1, 2024  |
| Adamle, Mary          | Counselor - Summer Support<br>Oak-Land Middle School           | 2023-2024<br>Staffing | SCEA                               | June 10, 2024 - August 16, 2024 |
| Bonin, Laura          | ESY Teacher<br>Oak-Land Middle School                          | 2023-2024<br>Staffing | SCEA                               | July 10, 2024 - August 1, 2024  |
| Byrne, Lauren         | Social Worker - Summer Support<br>District Wide                | 2023-2024<br>Staffing | SCEA                               | June 10, 2024 - August 16, 2024 |
| Carlson, Heather      | ESY Teacher<br>Oak-Land Middle School                          | 2023-2024<br>Staffing | SCEA                               | July 10, 2024 - August 1, 2024  |
| Dahlberg, Bridgette   | Counselor - Summer Support<br>Stillwater Middle School         | 2023-2024<br>Staffing | SCEA                               | June 10, 2024 - August 16, 2024 |
| Flanders-Turman, Dana | ESY Teacher<br>Oak-Land Middle School                          | 2023-2024<br>Staffing | SCEA                               | July 10, 2024 - August 1, 2024  |
| Ford, Cristin         | ESY Teacher<br>Oak-Land Middle School                          | 2023-2024<br>Staffing | SCEA                               | July 10, 2024 - August 1, 2024  |
| Gerlach, Morgan       | Community Ed Assistant, 8.0 hours/day<br>Rutherford Elementary | 2023-2024<br>Staffing | Community Ed<br>Leads & Assistants | May 31, 2024 - August 16, 2024  |
| Hamernick, Amy        | ESY Teacher<br>Oak-Land Middle School                          | 2023-2024<br>Staffing | SCEA                               | July 10, 2024 - August 1, 2024  |
| Hass, Hannah          | Community Ed Assistant, 5.5 hours/day<br>Lake Elmo Elementary  | 2023-2024<br>Staffing | Community Ed<br>Leads & Assistants | May 31, 2024 - August 16, 2024  |
| Hemmele, Eric         | Counselor - Summer Support<br>Stillwater Middle School         | 2023-2024<br>Staffing | SCEA                               | June 10, 2024 - August 16, 2024 |
| Hoffman, Melissa      | ESY Teacher<br>Oak-Land Middle School                          | 2023-2024<br>Staffing | SCEA                               | July 10, 2024 - August 1, 2024  |
| Kane, Jaclyn          | ESY Teacher<br>Oak-Land Middle School                          | 2023-2024<br>Staffing | SCEA                               | July 10, 2024 - August 1, 2024  |
| Kapfer, Stephanie     | Summer Success LSN<br>Oak-Land Middle School                   | 2023-2024<br>Staffing | SCEA                               | July 15, 2024 - August 1, 2024  |
| Kitten, Mick          | Due Process Secretary - Summer Support<br>Oak Park             | 2023-2024<br>Staffing | SCEA                               | June 10, 2024 - August 16, 2024 |
| Luby, Roberta         | ESY Teacher<br>Oak-Land Middle School                          | 2023-2024<br>Staffing | SCEA                               | July 10, 2024 - August 1, 2024  |
| Mateer, Amanda        | ESY Teacher<br>Oak-Land Middle School                          | 2023-2024<br>Staffing | SCEA                               | July 10, 2024 - August 1, 2024  |
| McAllister, Jon       | ESY Teacher<br>Oak-Land Middle School                          | 2023-2024<br>Staffing | SCEA                               | July 10, 2024 - August 1, 2024  |
| McCormick, Andrea     | Social Worker - Summer Support<br>District Wide                | 2023-2024<br>Staffing | SCEA                               | June 10, 2024 - August 16, 2024 |
| McLaughlin, Karla     | ESY Teacher<br>Oak-Land Middle School                          | 2023-2024<br>Staffing | SCEA                               | July 10, 2024 - August 1, 2024  |
| McRunnel, Steven      | ESY Teacher<br>Oak-Land Middle School                          | 2023-2024<br>Staffing | SCEA                               | July 10, 2024 - August 1, 2024  |
| Michelson, Lisa       | ESY Teacher<br>Oak-Land Middle School                          | 2023-2024<br>Staffing | SCEA                               | July 10, 2024 - August 1, 2024  |

(New Hires, Resignations, Retirements, Terminations, Leave Requests)

|                       |  |                       |      |                                 |
|-----------------------|--|-----------------------|------|---------------------------------|
| Molin Englund, Kindra | ESY Teacher<br>Oak-Land Middle School                  | 2023-2024<br>Staffing | SCEA | July 10, 2024 - August 1, 2024  |
| Myers, Nicole         | HCS - Summer Support<br>Oak Park                       | 2023-2024<br>Staffing | SCEA | June 10, 2024 - August 16, 2024 |
| Olson, Andrew         | Summer Grounds Crew<br>District Wide                   | 2023-2024<br>Staffing | SCEA | June 5, 2024 - August 16, 2024  |
| Overton, Kristin      | Counselor - Summer Support<br>Oak-Land Middle School   | 2023-2024<br>Staffing | SCEA | June 10, 2024 - August 16, 2024 |
| Phillips, Kari        | Summer Success Teacher<br>Oak-Land Middle School       | 2023-2024<br>Staffing | SCEA | July 15, 2024 - August 1, 2024  |
| Pronina, Inna         | Summer Grounds Crew<br>District Wide                   | 2023-2024<br>Staffing | SCEA | June 10, 2024 - August 15, 2024 |
| Schmalz, Kevin        | ESY Teacher<br>Oak-Land Middle School                  | 2023-2024<br>Staffing | SCEA | July 10, 2024 - August 1, 2024  |
| Stephenson, Jessica   | Social Worker - Summer Support<br>District Wide        | 2023-2024<br>Staffing | SCEA | June 10, 2024 - August 16, 2024 |
| Villeneuve, Diana     | ESY Teacher<br>Oak-Land Middle School                  | 2023-2024<br>Staffing | SCEA | July 10, 2024 - August 1, 2024  |
| Winters, Katie        | ESY Teacher<br>Oak-Land Middle School                  | 2023-2024<br>Staffing | SCEA | July 10, 2024 - August 1, 2024  |
| Wohlers, Alicia       | Counselor - Summer Support<br>Stillwater Middle School | 2023-2024<br>Staffing | SCEA | June 10, 2024 - August 16, 2024 |
| Wolfe, Brandon        | ML Teacher - Summer Support<br>District Wide           | 2023-2024<br>Staffing | SCEA | June 10, 2024 - August 16, 2024 |
| Yates, Carrie         | ML Teacher - Summer Support<br>District Wide           | 2023-2024<br>Staffing | SCEA | June 10, 2024 - August 16, 2024 |



Expect  
**More.**

# 2023-2024 End of Year Recap

*Presented to the School Board  
June 25, 2024*



# Class of 2024

Nearly 700 students received diplomas during the high school's **148th** commencement exercise

- More than 50 students graduated from the St. Croix Valley Area Learning Center throughout the year
- 8 seniors took part in our Special Education graduation ceremony
- 8 members of the Native American Student Alliance were honored in a special graduation ceremony
- 26 students graduated from the AVID program



Expect  
**More.**

# 2023 Bond



*Replacing Lake Elmo Elementary*



*Replacing Andersen Elementary*



*Expanding and remodeling Oak-Land Middle School*



*Improving safety and security district-wide and the high school*



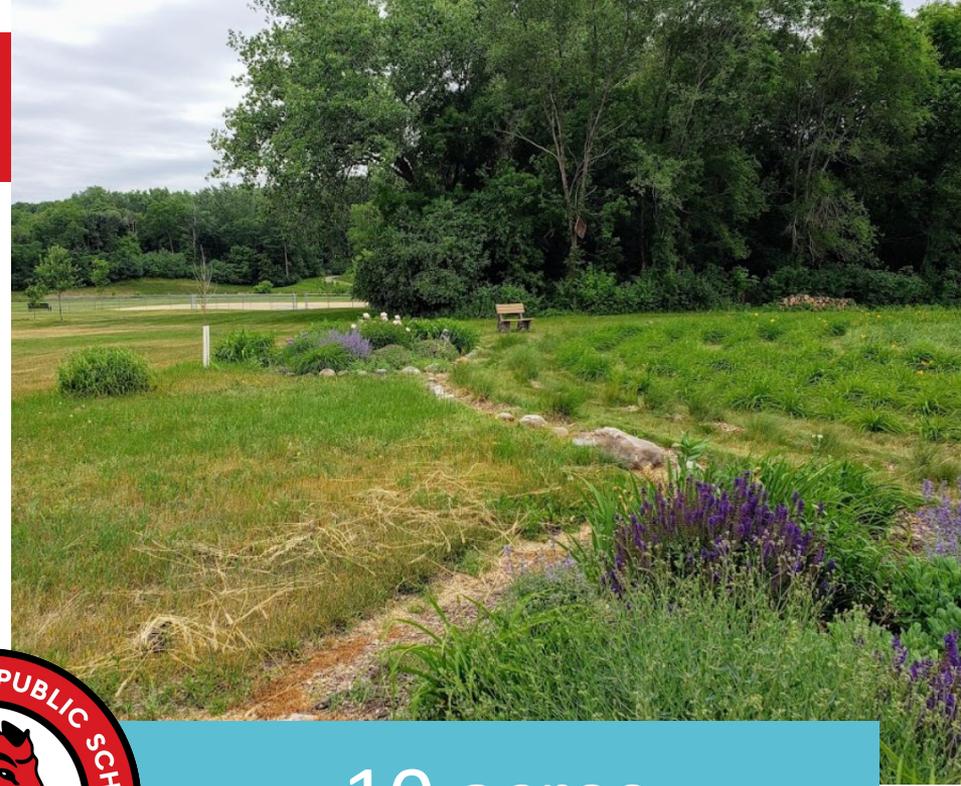
Expect  
**More.**

# Land Purchased



47 acres

Corner of Lake Elmo Avenue  
and 10th St. N. in Lake Elmo



10 acres

Adjacent to Barker's Alps Park

*Partner with city of Bayport for use  
of the park's fields and green space*

# Elementary Curriculum



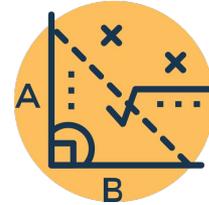
## Science

- Rolled out new curriculum K-5
- Provided professional development for all teachers



## Literacy

- Provided LETRS training to 73 teachers



## Math

- Identified misalignment with standards, particularly in grade 5



Expect  
**More.**

# Systems Alignment

Adapting to better support the needs of our students:

## Calendar

- Approved an earlier start calendar for 25-26
  - Aligns with natural breaks
  - Aligns with students' natural rhythm
  - Provides more instructional time before testing

## Start Times

- Approved new school start/end times 25-26
  - Provides later start for secondary students
  - Aligns with medical evidence, educational research
  - Supports mental health initiatives

## High School Schedule

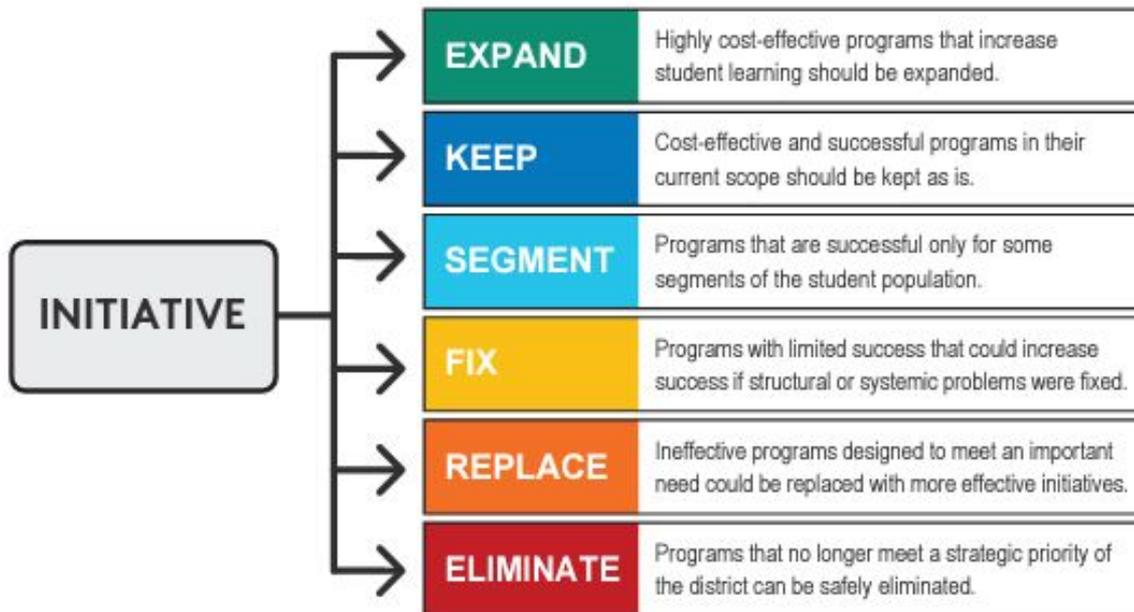
- Considered alternative schedules to:
  - Expand elective opportunities
  - Provide flexibility and time for students; staff
  - Address students' mental health needs



Expect  
**More.**

# Priority Based Budgeting

## Budget Options in Districts Utilizing A-ROI



Expect  
**More.**



# OUR FOCUS

Literacy

Equity & Inclusion

Social Emotional Learning  
& Mental Health

# Literacy



Expect **More.**

# Equity and Inclusion



Expect  
**More.**

# Social/Emotional Learning



## Building Assets, Reducing Risks

**Currently:** High school, Oak-Land, Afton-Lakeland, Brookview, Lake Elmo | **Next year:** Stillwater Middle

- Focuses on students' strengths
- Discusses the needs of ALL students (equity minded)
- Uses data as a guide to supports students' needs
- Builds relationships between students, teachers, families
- Families are an integral part of the BARR program

# Elementary Special Programs



Amigos Unidos

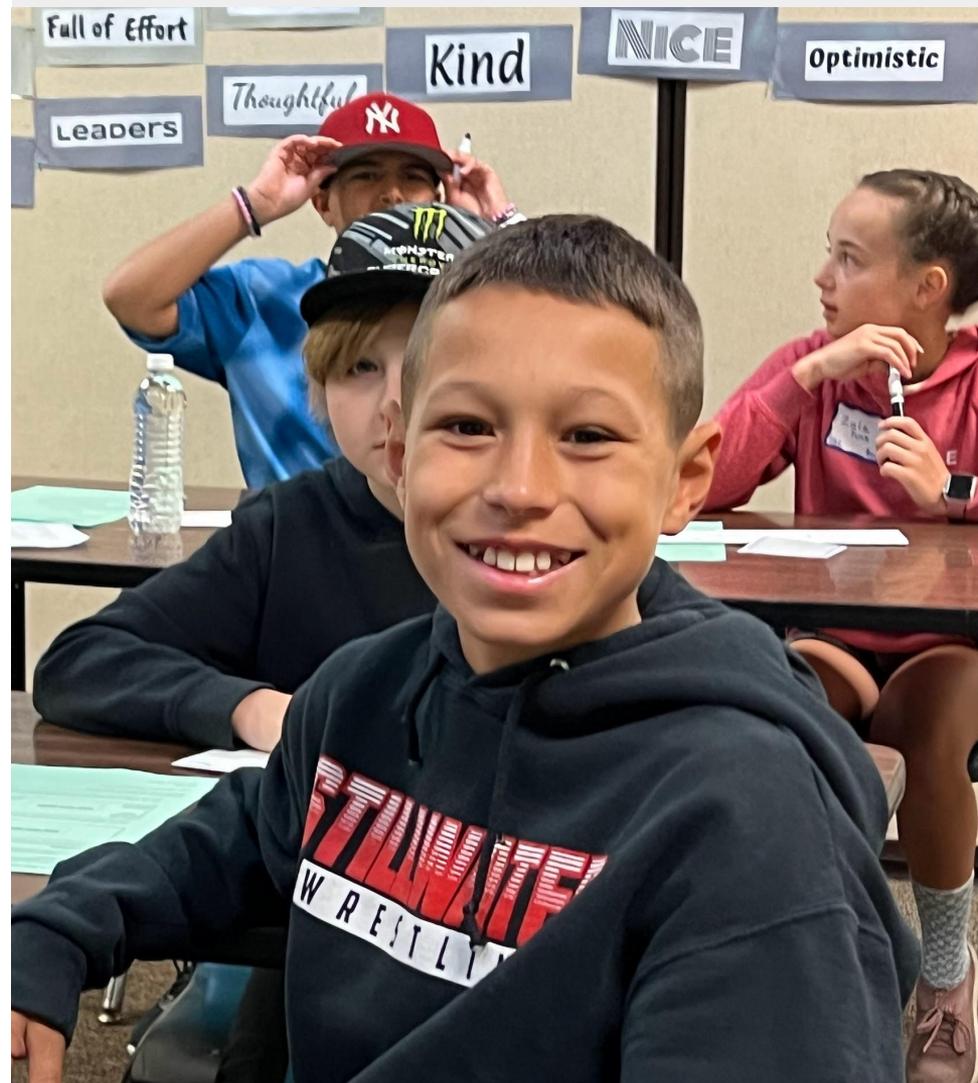


Gifted

# Professional Development



# Looking Ahead to 2024-2025





Expect  
**More.**

# **Fiscal Year 2024-25 Preliminary Budget**

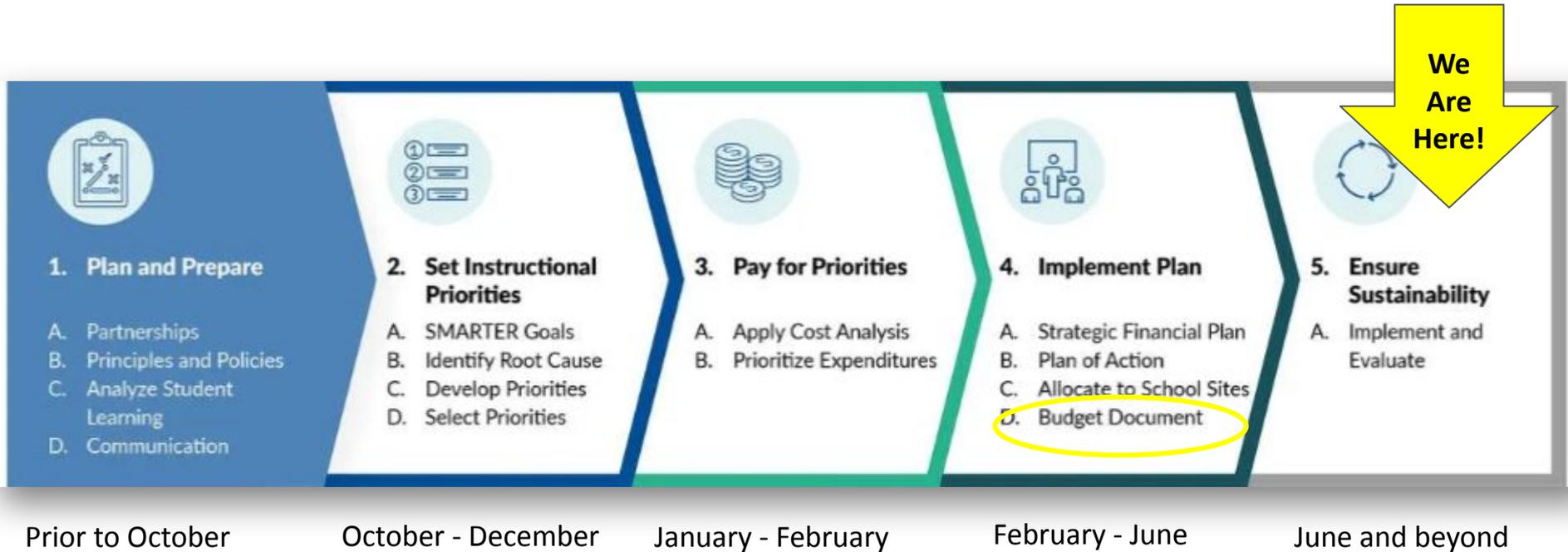
Presented to the School Board  
Marie Schrul  
Executive Director of Finance  
June 25, 2024

# 2024-25 Preliminary Budget: Influencing Factors

- **Priority-Based Budgeting** framework – aligning resources to strategic plan priorities
- Fiscal year-end **projected vs. actual** revenue & expenditures **impact fund balance**
- **Enrollment** fluctuations impact revenue, class size and building capacity
- Contractual settlements
- **Legislative adjustments** (impacting revenue or expenditure formulas)
- Bond ratings
- **Funding that is one-time only**, or expires after a given time period



# Priority-Based Budgeting (PBB) Framework



# 2024-25 Preliminary General Fund Budget

|   | Revised Budget<br>2023-24 | Preliminary Budget<br>2024-25 |
|---|---------------------------|-------------------------------|
| Revenue   | \$142,701,205             | \$149,339,664                 |
| Less: Expenditures  | <u>144,364,075</u>        | <u>150,186,343</u>            |
| Balance   | (1,662,870)               | (846,679)                     |
| Add: Use of Restricted fund balance for<br>planned capital projects | <u>1,662,870</u>          | <u>846,679</u>                |
| <b>BALANCED BUDGET</b>  | <b>\$0</b>                | <b>\$0</b>                    |

- 2023-24: use of Restricted fund balance from the following sources: Operating Capital (for planned capital projects)
- 2024-25: use of Restricted fund balance from the following sources: Operating Capital (for planned capital projects, including a wireless network project)



# 2024-25 General Fund Revenue

| Revenue Source                    | Revised Budget<br>2023-24 | Preliminary Budget<br>2024-25 | Difference         |
|-----------------------------------|---------------------------|-------------------------------|--------------------|
| Property Taxes/Levy               | \$39,221,141              | \$44,014,182                  | \$4,793,041        |
| State Aids & Credits              | 95,780,326                | 97,556,640                    | 1,776,314          |
| Federal – Grants & Title Programs | 2,861,792                 | 3,724,990                     | 863,198            |
| Federal – ESSER/ARP               | 727,810                   | 0                             | (727,810)          |
| Other                             | 4,110,136                 | 4,043,852                     | (66,284)           |
| <b>Total General Fund Revenue</b> | <b>\$142,701,205</b>      | <b>\$149,339,664</b>          | <b>\$6,638,459</b> |



# 2024-25 General Fund Expenditures

| Program Expenditure Category           | Revised Budget<br>2023-24 | Preliminary Budget<br>2024-25 | Difference         |
|--|---------------------------|-------------------------------|--------------------|
| Administration                         | \$3,794,720               | \$3,893,752                   | \$99,032           |
| District Support Services              | 7,970,673                 | 8,717,961                     | 747,288            |
| Regular & Vocational Instruction       | 58,637,381                | 60,897,208                    | 2,259,827          |
| Special Education Instruction          | 26,510,182                | 27,782,974                    | 1,272,792          |
| Instructional Support Services         | 9,224,386                 | 9,139,416                     | (84,970)           |
| Pupil Support Services                 | 5,852,439                 | 6,089,376                     | 236,937            |
| Transportation (Pupil Support)         | 11,675,808                | 11,663,498                    | (12,310)           |
| Sites & Buildings                      | 19,883,686                | 20,992,158                    | 1,108,472          |
| Fiscal & Other Fixed Costs             | 814,800                   | 1,010,000                     | 195,200            |
| <b>Total General Fund Expenditures</b> | <b>\$144,364,075</b>      | <b>\$150,186,343</b>          | <b>\$5,822,268</b> |



# 2024-25 General Fund Expenditures

| Expenditure Category        | Revised Budget 2023-24 | Inflation & Other Adj 2024-25 | Priority-Based Budgeting Adj 2024-25 | Preliminary Budget 2024-25 | Difference (FY24 vs. FY25) |
|-----------------------------|------------------------|-------------------------------|--------------------------------------|----------------------------|----------------------------|
| Salaries                    | \$69,393,238           | \$4,233,956                   | (\$689,760)                          | \$72,937,434               | \$3,544,196                |
| Benefits                    | 34,891,710             | 921,457                       | (366,310)                            | 35,446,857                 | 555,147                    |
| Purchased Services          | 24,575,931             | 2,052,884                     | (722,199)                            | 25,906,616                 | 1,330,685                  |
| Supplies, Materials & Other | 15,503,196             | 398,740                       | (6,500)                              | 15,895,436                 | 392,240                    |
| <b>Total Expenditures</b>   | <b>\$144,364,075</b>   | <b>\$7,607,037</b>            | <b>(\$1,784,769)</b>                 | <b>\$150,186,343</b>       | <b>\$5,822,268</b>         |



# 2024-25 Revenue & Expenditure Summary

| Fund                         | 7/1/24<br>Projected<br>Fund Balance | 2024-25<br>Projected<br>Revenue | 2024-25<br>Projected<br>Expenditures | Net Change in<br>Fund Balance | 6/30/25<br>Projected Fund<br>Balance |
|------------------------------|-------------------------------------|---------------------------------|--------------------------------------|-------------------------------|--------------------------------------|
| <b>General Fund</b>          | \$9,463,322                         | \$149,339,664                   | \$150,186,343                        | (\$846,679)                   | \$8,616,643                          |
| <b>Food Service</b>          | 2,736,437                           | 7,087,758                       | 7,095,588                            | (7,830)                       | 2,728,607                            |
| <b>Community Service</b>     | 227,538                             | 8,750,054                       | 8,917,263                            | (167,209)                     | 60,329                               |
| <b>Building Construction</b> | 116,870,722                         | 652,000                         | 36,958,781                           | (36,306,781)                  | 80,563,941                           |
| <b>Debt Service</b>          | 2,448,730                           | 17,521,879                      | 16,749,471                           | 772,408                       | 3,221,138                            |
| <b>Custodial</b>             | 59,174                              | 7,000                           | 7,000                                | 0                             | 59,174                               |
| <b>Total All Funds</b>       | <b>\$131,805,923</b>                | <b>\$183,358,355</b>            | <b>\$219,914,446</b>                 | <b>(\$36,556,091)</b>         | <b>\$95,249,832</b>                  |

- Projection information as of June 9, 2024
- Use of fund balance is from Restricted fund balance sources only

## 7/1/24 Projected Fund Balance:

Non-spendable, Restricted, Assigned & Committed \$7.9m  
 Unassigned 1.6m or 1.1%  
**Total \$9.5m**

# 2024-25 Budget Timeline

|                 |  |
|-----------------|--|
| <b>Dec 19</b>   | <b>School Board Meeting:</b> School board certifies 2023 Levy Payable 2024                         |
| <b>Feb 15</b>   | Initial date for 2024-25 enrollment projections  |
| <b>Feb 20</b>   | <b>School Board Meeting:</b> Priority-Based Budgeting Update: 2024-25 Investments                  |
| <b>Feb 20</b>   | <b>School Board Meeting:</b> 2024-25 Preliminary Budget Guidelines and Assumptions                 |
| <b>Mar 15</b>   | Schools receive 2024-25 staffing allocations   |
| <b>April 23</b> | <b>School Board Meeting:</b> 2024-25 Preliminary Budget Update                                     |
| <b>April 30</b> | Schools and programs receive 2024-25 budget allocations  |
| <b>June 11</b>  | <b>School Board Study Session:</b> 2024-25 Preliminary Budget Update                               |
| <b>June 25</b>  | <b>School Board Meeting:</b> 2024-25 Preliminary Budget presented to the School Board for approval |



# Recommendation

To approve the 2024-25 Preliminary Budget  
as presented





# Questions

EXTRACT OF MINUTES OF MEETING OF  
SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT #834  
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of School Board of Independent School District No. 834 State of Minnesota, was held on \_\_\_\_\_ 2024, at \_\_\_\_\_ clock p.m., for the purpose, in part, of approving the Stillwater Area Public School District No. 834 long term facility maintenance revenue ten-year plan.

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

RESOLUTION APPROVING STILLWATER AREA PUBLIC SCHOOL  
DISTRICT NO. 834'S LONG TERM FACILITY MAINTENANCE REVENUE  
TEN YEAR PLAN

BE IT RESOLVED by the School Board of Independent School District No. 834, State of Minnesota, as follows:

The school board of Stillwater Area Public School District No. 834 has approved a long-term facility maintenance revenue ten-year plan for its facilities for the 2025-2026 school year in the amount of \$ 10,784,370. The various components of this program budget are attached as EXHIBIT A hereto and are incorporated herein by reference. Said budget is hereby approved.

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

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
COUNTY OF Washington

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 834, State of Minnesota, hereby attest that the preceding information is accurate.

WITNESS MY HAND officially as such Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Clerk

Independent School District No. 834



## EXPENDITURE APPROVAL FORM

### Fiscal Year 2024-2025

**Instructions:** This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$175,000.

**REQUESTED BY:** Mark Drommerhausen, Director of Operations

**DATE:** June 25, 2024

### DESCRIPTION OF REQUEST

**Health and Safety**

|                  |  |                  |
|------------------|--|------------------|
| Finance Category |  |                  |
| 347              | Physical Hazards                         | \$75,000         |
| 349              | Other Hazardous Materials                | \$75,000         |
| 352              | Environmental Health & Safety Management | \$200,000        |
| 358              | Asbestos Removal and Encapsulation       | \$75,000         |
| 363              | Fire Safety                              | \$245,000        |
| 366              | Indoor Air Quality                       | \$50,000         |
|                  | <b>Total Health and Safety Projects</b>  | <b>\$720,000</b> |

**Deferred Maintenance Projects**

|                  |   |                     |
|------------------|---|---------------------|
| Finance Category |   |                     |
| 368              | Building Envelope                                       | \$2,083,600         |
| 369              | Building Hardware and Equipment                         | \$749,245           |
| 370              | Electrical  | \$764,975           |
| 379              | Interior Surfaces                                       | \$1,381,100         |
| 380              | Mechanical Systems                                      | \$2,128,500         |
| 381              | Plumbing  | \$888,100           |
| 382              | Professional Services and Salary                        | \$975,000           |
| 383              | Roof Systems  | \$50,000            |
| 384              | Site Projects   | \$1,043,850         |
|                  | <b>Total Deferred Capital Expense and Maintenance -</b> | <b>\$10,064,370</b> |

**Total FY26 LTFM Expenditures** **\$10,784,370**

### FINANCIAL IMPACT

The above description is a summary of the proposed FY26 Long-Term Facilities Maintenance (LTFM) Program projects. This is a preliminary plan that can be modified as needs and priorities change. The approval of the expenditures is required to complete the LTFM application.

**Budget(s) Impacted:** Fiscal Year 2025 Long-Term Facility Maintenance Budget total of \$10,784,370.

**Is This a One-Time Expenditure?**

- Yes**, once implemented there will be no ongoing costs
- No**, it will need to be funded indefinitely
- No**, it will need to be funded for Fiscal Years 2022-?

**Is there an off-setting revenue source(s)?**

- Yes** List Source(s): Long-Term Facilities Maintenance
- No**

### PROGRESS MONITORING

2026 Long-Term Facilities Maintenance Program







Division of School Finance  
400 NE Stinson Blvd.  
Minneapolis, MN 55413

## Fiscal Year (FY) 2026 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

ED-02477-010  
Due: July 31, 2024

**General Information:** Minnesota school districts, intermediate school districts, cooperative districts, joint powers applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes 2023, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2024. Submit to [Sarah C. Miller](mailto:Sarah.C.Miller@mde.state.mn.us) (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

### Identification Information

|   |                           |                 |
|---|---------------------------|-----------------|
| Name of District, Intermediate/Cooperative/Joint Powers | District Number and Type: | Date Submitted: |
|---|---------------------------|-----------------|

### Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2023, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2026 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2023, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11.
4. All actual expenditures to be reported in UFARS for FY 2026 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes 2023, section 123B.595, subd. 10, paragraph (a), clauses (1), (2) and (4) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2023, section 123B.595, subd. 11. **Effective FY 2025 and if applicable, provisions for a gender-neutral, single-user restroom are included in The LTFM plan (Finance Code 384 must be used with Course Code 684).**
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. 127A.41, subd. 3[2023]).
6. The district’s plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. 121A.335 [2023]). **The district’s ten-year plan does not include a request for a second-time project cost for: (1) replacement of an existing mechanical ventilation system to the current Minnesota State Mechanical Code/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines; or, (2) to provide a level of approximately 15 Cubic Feet per Minute (CFM) per person.**

### Certification of Statement of Assurances

|   |  |       |
|---|--|-------|
| Signature – <b>Must be signed</b> by Superintendent or Cooperative Unit Director: | Name – Superintendent or Cooperative Director (Please print) | Date: |
|---|--|-------|









Expect  
**More.**

# Director's Terms & Conditions

Presented to the School Board  
June 25, 2024

Kris Carlston  
Executive Director of Human Resources

# Updates to Terms & Conditions

- Salary Schedule
  - 2% year 1, steps increase effective 7/1/2023
  - 4.5% year 2 effective 7/1/2024, steps increase effective 7/1/2024
- Medical insurance - elimination of the gold plan, maintain current contribution percentage for 2024-2025, increase VEBA contribution to match deductible
- 403 b - increased to 4% with a cap of \$6,500
- Increase HCSP from \$2,500 to \$3,000
- Expanded annual professional stipend of \$1,000 to include superintendent's license and other professional certifications.





# Questions



**2024-2025 RESOLUTION FOR MEMBERSHIP  
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE  
Membership Renewal Form**

**This form must be completed once for each school in the district.**

**Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2024. Retain one copy for the school files.**

**RESOLVED**, that the Governing Board or Entity of Stillwater Area High School (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

**FURTHER RESOLVED**, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and to participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

**FURTHER RESOLVED**, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

***Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.***

***Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.***

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

**The following is taken from the MSHSL Constitution:**

**208.00 LOCAL CONTROL**

**208.01 Designated School Representatives**

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote.

**One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.**

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

**208.02 Designated Activity Representatives**

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

**208.03 Local Advisory Committee**

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

Stillwater Area High School

Name of School (Please Print)

**208.01 VOTE ON BEHALF OF THE HIGH SCHOOL**

Pete Kelzenberg

Matt Kraft

(Designated School Board Member – please print)

(Designated School Representative – please print)

kelzenberp@stillwaterschools.org

Kraftm@stillwaterschools.org

Email Address

Email Address

**208.02 ACTIVITY REPRESENTATIVES**

Beau LaBore

Sara Baumgard

(Boys Sports – please print)

(Girls Sports – please print)

Kristan Van Houten

Angela Mitchell

(Speech – please print)

(Music – please print)

**208.03 LOCAL ADVISORY COMMITTEE MEMBERS**

Pete Kelzenberg

Joseph Fredkove

(Board Member—please print)

(Student—please print)

Nick Giese

Angie Ryan

(Parent—please print)

(Faculty Member—please print)

michelr@stillwaterschools.org

(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: \_\_\_\_\_  
(Clerk/Secretary - Local Governing Board)

Print Name: \_\_\_\_\_  
(Superintendent or Head of School)

Signed: \_\_\_\_\_  
(Clerk/Secretary - Local Governing Board)

Signed: \_\_\_\_\_  
(Superintendent or Head of School)

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

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



**Extract of Minutes of  
Meeting of School Board of  
Independent School District No. 834 Stillwater, State of Minnesota**

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 834, Stillwater, State of Minnesota, was held in said school district on the 25th day of June, 2024, at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

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

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

BE IT RESOLVED by the School Board of Independent School District No. 834, State of Minnesota, as follows:

1. It is necessary for the school district to hold its general election for the purpose of electing three (3) school board members for terms of four (4) years each.
2. The general election is hereby called and elected to be held in conjunction with the state general election on Tuesday, the 5th day of November, 2024.
3. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for this general election are those polling places and precincts or parts of precincts located within the boundaries of the school district and which have been established by the cities or towns located in whole or in part within the school district. The voting hours at those polling places shall be the same as for the state general election.
4. The clerk is hereby authorized and directed to cause written notice of said general election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said special election. The notice shall include the date of said general election and the office to be voted on at said general election.

The clerk is hereby authorized and directed to cause notice of said general election to be published in the official newspaper of the district, for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election.

The clerk is hereby authorized and directed to cause notice of said general election to be posted at the administrative offices of the school district at least ten (10) days before the date of said election.

The notice of election so posted and published shall state the time of the election, the location of each polling place, and the offices to be filled as set forth in the form of ballot below.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said election and to cause two sample ballots to be posted in each polling place or combined polling place on election day. The sample ballot for a polling place or combined polling place shall reflect the offices, candidates and rotation sequence on the ballot used in that polling place.

The clerk is authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place or combined polling place on Election Day.

5. The clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this election, and generally to cooperate with election authorities conducting other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate election officials regarding preparation and distribution of ballots, election administration and cost sharing.

6. The clerk is further authorized and directed to cause or to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system.

GENERAL ELECTION BALLOT  
INDEPENDENT SCHOOL DISTRICT NO. 834  
STILLWATER AREA PUBLIC SCHOOLS

**NOVEMBER 5, 2024**

---

**INSTRUCTIONS TO VOTERS**

**To vote, completely fill in the oval(s) next to your choice(s) like this:**



---

**SCHOOL BOARD MEMBER  
VOTE FOR UP TO THREE**

---

- CANDIDATE V
  - CANDIDATE W
  - CANDIDATE X
  - \_\_\_\_\_  
write-in, if any
  - \_\_\_\_\_  
write-in, if any
  - \_\_\_\_\_  
write-in, if any
- 

7. Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

8. The clerk shall include on the ballot the names of the individuals who file or have filed affidavits of candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

9. If the school district will be contracting to print the ballots for this election, the clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall, if requested by the election official, furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit, or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

11. The clerk is hereby authorized and directed to provide for testing of the optical scan voting system within fourteen (14) days prior to the general election date. The clerk shall cause notice of the time and place of the test to be given at least two (2) days in advance by publishing the Notice of Testing once in the official newspaper and by causing the notice to be posted in the office of the county auditor, the administrative offices of the school district, and the office of any other local election official conducting the test.

12. The clerk is hereby authorized and directed to cause notice of the location of the counting center or the place where the ballots will be counted to be published in the official newspaper at least once during the week preceding the week of the general election and in the newspaper of widest circulation once on the day preceding the general election, or once the week preceding the general election if the newspaper is a weekly.

13. As required by Minnesota Statutes, Section 203B.121, the Board hereby establishes, or pursuant to that certain Joint Powers Agreement by and between the District and Washington County, Minnesota, dated as of December 17, 2019, directs Washington County to designate, a ballot board to process, accept and reject absentee ballots at school district elections not held on the day of a statewide election and generally to carry out the duties of a ballot board as provided by Minnesota Statutes, Section 203B.121 and other applicable laws. The ballot board must consist of a sufficient number of election judges trained in the handling of absentee ballots. The ballot board may include deputy county auditors and deputy city clerks who have received training in the processing and counting of absentee ballots. The clerk, the clerk's designee or Washington County is hereby authorized and directed to appoint the members of the ballot board. The clerk, the clerk's designee or Washington County shall establish, maintain and update a roster of members appointed to and currently serving on the ballot board and shall report to the Board from time to time as to its status. Each member of the ballot board shall be paid reasonable compensation for services rendered during an election at the same rate as other election judges; provided, however, if a staff member is already being compensated for regular duties, additional compensation shall not be paid for ballot board duties performed during that staff member's duty day.

14. The school district clerk shall make all Campaign Financial Reports required to be filed with the school district under Minnesota Statutes, Section 211A.02, available on the school district's website. The clerk must post the report on the school district's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The school district must make a report available on the school district's website for four years from the date the report was posted to the website. The clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

15. The school district clerk is hereby authorized and directed to take all necessary actions to ensure that this election is properly submitted to the electorate of the school district.

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 the same:

whereupon said resolution was declared duly passed and adopted.





**NOTICE OF FILING DATES FOR ELECTION  
TO THE SCHOOL BOARD**

**Independent School District No. 834 Stillwater,  
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.834 shall begin on July 30, 2024 and shall close at 5 o'clock p.m. on August 13, 2024.

The general election shall be held on Tuesday, November 5, 2024. It is necessary for the school district to hold its general election for the purpose of electing three (3) school board members for terms of four (4) years each.

Affidavits of Candidacy are available from the school district clerk, at 1875 South Greeley Street, Stillwater, MN. 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 next ensuing 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 o'clock p.m. on August 13, 2024.

Dated: June 24, 2024

BY ORDER OF THE SCHOOL BOARD

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Beverly Petrie  
School District Clerk

**STUDENTS**

| <b>POLICY TITLE</b>   | <b>POLICY NUMBER</b> | <b>ADOPTED</b>                           | <b>REVIEW FREQUENCY</b> |
|---|----------------------|--|-------------------------|
| <b>Search of Student Lockers, Desks, Personal Possessions, and Student's Person</b> | <b>502</b>           | <b>Adopted: 10-10-2019<br/>Reviewed:</b> | <b>Three Year</b>       |

I. PURPOSE

The purpose of this policy is to provide for a safe and healthful educational environment by enforcing the school district's policies against contraband.

II. GENERAL STATEMENT OF POLICY

A. Lockers and Personal Possessions within a Locker

Pursuant to Minnesota Statutes, school lockers are the property of the school district. At no time does the school district relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school officials must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials.

B. Desks

School desks are the property of the school district. At no time does the school district relinquish its exclusive control of desks provided for the convenience of students. Inspection of the interior of desks may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant.

C. Personal Possessions and Student's Person

The personal possessions of students and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

D. A violation of this policy occurs when students use lockers and desks for unauthorized purposes or to store contraband. A violation occurs when students carry contraband on their

person or in their personal possessions.

### III. DEFINITIONS

- A. “Contraband” means any unauthorized item possession of which is prohibited by school district policy and/or law. It includes, but is not limited to, weapons and “look-alikes,” alcoholic beverages, controlled substances and “look-alikes,” overdue books and other materials belonging to the school district, and stolen property.
- B. “Personal possessions” includes, but is not limited to, purses, backpacks, book bags, packages, and clothing.
- C. “Reasonable suspicion” means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official’s personal observation, a report from a student, parent or staff member, a student’s suspicious behavior, a student’s age and past history or record of conduct both in and out of the school context, or other reliable sources of information.
- D. “Reasonable scope” means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g., to prevent violence, serious and immediate risk of harm or destruction of evidence), and the age of the student.

### IV. PROCEDURES

- A. School officials may inspect the interiors of lockers and desks for any reason at any time, without notice, without student consent, and without a search warrant.
- B. School officials may inspect the personal possessions of a student and/or a student’s person based on a reasonable suspicion that the search will uncover a violation of law or school rules. A search of personal possessions of a student and/or a student’s person will be reasonable in its scope and intrusiveness.
- C. As soon as practicable after a search of personal possessions within a locker pursuant to this policy, the school officials must provide notice of the search to students whose possessions were searched unless disclosure would impede an ongoing investigation by police or school officials.
- D. Whenever feasible, a search of a person shall be conducted in private by a school official of the same sex. A second school official of the same sex shall be present as an observer during the search of a person whenever feasible.
- E. A strip search is a search involving the removal of coverings or clothing from private areas. Mass strip searches, or body cavity searches, are prohibited. Strip searches will be conducted only in circumstances involving imminent danger.

- F. A school official conducting any other search may determine when it is appropriate to have a second official present as an observer.
- G. This policy will be included in the student handbook and disseminated in any other way which school officials deem appropriate. The school district shall provide a copy of this policy to a student when the student is given use of a locker.

## V. DIRECTIVES AND GUIDELINES

School administration may establish reasonable directives and guidelines which address specific needs of the school district, such as use of tape in lockers, standards of cleanliness and care, posting of pin-ups and posters which may constitute sexual harassment, etc.

## VI. SEIZURE OF CONTRABAND

If a search yields contraband, school officials will seize the item and, where appropriate, turn it over to legal officials for ultimate disposition.

## VII. VIOLATIONS

A student found to have violated this policy and/or the directives and guidelines implementing it shall be subject to discipline in accordance with the school district's Student Discipline Policy, which may include suspension, exclusion, or expulsion, and the student may, when appropriate, be referred to legal officials.

## Legal References

U. S. Const., amend. IV  
Minn. Const., art. I, § 10  
Minn. Stat. § 121A.72 (Locker Searches)  
*New Jersey v. T.L.O.*, 469 U.S. 325, 105 S.Ct. 733, 83 L.Ed.2d 720 (1985)  
*G.C. v. Owensboro Public Schools*, 711 F.3d 623 (6th Cir. 2013)

**Cross References:** MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)  
MSBA/MASA Model Policy 501 (School Weapons)  
MSBA/MASA Model Policy 506 (Student Discipline)

**Students**

| POLICY TITLE             | POLICY NUMBER | ADOPTED | REVIEW FREQUENCY |
|--------------------------|---------------|---------|------------------|
| School Resource Officers | 507.5         |         | Annual           |

**I. PURPOSE**

The purpose of this policy is to establish the contractual duties and training requirements of a school resource officer.

**II. GENERAL STATEMENT OF POLICY**

The school district, upon securing the services of one or more school resource officers, is committed to establishing the qualifications and duties required of these officers. Any contract for the services of a school resources officer with the school district must meet the requirements of this policy.

**III. DEFINITIONS**

- A. "School" means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.
- B. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

**IV. CONTRACTUAL DUTIES**

- A. A school resource officer's contractual duties with the school district shall include:
  - 1. fostering a positive school climate through relationship building and open communication;
  - 2. protecting students, staff, and visitors to the school grounds from criminal activity;
  - 3. serving as a liaison from law enforcement to school officials;
  - 4. providing advice on safety drills;
  - 5. identifying vulnerabilities in school facilities and safety protocols;
  - 6. educating and advising students and staff on law enforcement topics; and,
  - 7. enforcement of criminal laws.
- B. The school district may contract with a school resource officer's employer for the officer to perform additional duties to those described in paragraph IV.A.
- C. A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.

- D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.

## V. TRAINING

- A. Except as provided for in paragraphs V.B., V.C., and V.D. below, beginning September 1, 2025, a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.
- B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.
- C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.
- D. An officer who is serving as a substitute school resource officer for fewer than 60 student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.
- E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

### ***Legal References:***

Minn. Stat. § 120A.05, subds. 9, 11, and 13 (Definitions)

Minn. Stat. § 120B.02, subd. 25 (General Powers of Independent School Districts – School Resource Officers)

Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

### ***Cross References:***

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

MSBA/MASA Model Policy 506 (Student Discipline)

**STUDENTS**

| POLICY TITLE                       | POLICY NUMBER | ADOPTED  | REVIEW FREQUENCY |
|------------------------------------|---------------|--|------------------|
| <b>Bullying Prohibition Policy</b> | <b>514</b>    | <b>Adopted: 05-12-2011<br/>Revised: 06-13-2019<br/>Revised: 06-11-2020<br/>Revised: 01-06-2022</b> | <b>Annually</b>  |

**I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited
1. on school premises, at school functions or activities, on school transportation;
  2. by the use of electronic technology and communications on the school premises, during the school functions or activities, on the school transportation, or on the school computers, networks, forums, and mailing lists; or
  3. by use of electronic technology and communications off the school premises to the extent such use substantially and materially disrupts student learning or the school environment.
- B. A school-aged child who voluntarily participates in a public school activity, such as a co curricular or extracurricular activity, is subject to the policy provisions applicable to the public school students participating in the activity.
- C. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student’s act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or

other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources. This policy also applies to sexual exploitation.

- D. Malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity as defined in Minnesota Statutes, chapter 363A is prohibited. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel.
- E. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- F. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- G. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- H. False accusations or reports of bullying against another student are prohibited.
- I. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy. The school district may take into account the following factors:
  - 1. The developmental ages and maturity levels of the parties involved;
  - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
  - 3. Past incidences or past or continuing patterns of behavior;
  - 4. The relationship between the parties involved; and
  - 5. The context in which the alleged incidents occurred.

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

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

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

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

K.

### III. DEFINITIONS

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

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyber bullying, malicious and sadistic conduct as defined in this policy, and sexual exploitation.

- B. "Cyber bullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device, to include impersonating someone else and sending out communications in such a capacity. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but no later than the next school day, unless circumstances are legitimately prohibitive.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
  1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
  2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
  3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "Malicious and sadistic conduct" means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.
- F. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- G. "Prohibited conduct" means bullying, cyber bullying, malicious and sadistic conduct, sexual exploitation, or retaliation or reprisal for asserting, alleging, reporting, or

providing information about such conduct or knowingly making a false report about prohibited conduct.

- H. “Remedial response” means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- I. “Student” means a student enrolled in a public school or a charter school.
- J.

#### IV. **REPORTING PROCEDURE**

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal’s designee, or the building supervisor (hereinafter the “building report taker”) is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.  
The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.
- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant’s or reporter’s future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district’s obligation to investigate, take appropriate action, and comply

with any legal disclosure obligations.

## **V. SCHOOL DISTRICT ACTION**

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

## **VI. RETALIATION OR REPRISAL**

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

tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

## VII. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance.
- B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following.
  - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
  - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
  - 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
  - 4. The incidence and nature of cyberbullying; and
  - 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

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

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

- 1. Engage all students in creating a safe and supportive school environment;
- 2. Partner with parents and other community members to develop and implement prevention and intervention programs;
- 3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;

4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
  5. Teach students to advocate for themselves and others;
  6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
  7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

## VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy must be conspicuously posted throughout each school building in the administrative offices of the school district and in the office of each school.
- C. This policy must be distributed to each school district or school employee and independent contractor at the time of hiring or contracting.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. Each school must develop a process for discussing this policy with students, parents of students, independent contractors, and school employees.
- G. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

## IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law.

### ***Legal References:***

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 121A.0312 (Malicious and Sadistic Conduct)  
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)

Minn. Stat. § 121A.69 (Hazing Policy)  
Minn. Stat. Ch. 124E (Charter School)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

***Cross References:***

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
    MSBA/MASA Model Policy 423 (Employee-Student Relationships)  
    MSBA/MASA Model Policy 501 (School Weapons Policy)  
    MSBA/MASA Model Policy 506 (Student Discipline)  
    MSBA/MASA Model Policy 507 (Corporal Punishment)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
    MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
    MSBA/MASA Model Policy 525 (Violence Prevention)  
    MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)  
    MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
    MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

**STUDENTS**

| POLICY TITLE                     | POLICY NUMBER | ADOPTED         | REVIEW FREQUENCY |
|----------------------------------|---------------|-----------------|------------------|
| <b>Immunization Requirements</b> | <b>530</b>    | <b>Adopted:</b> | <b>Annual</b>    |

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

**I. PURPOSE**

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

**II. GENERAL STATEMENT OF POLICY**

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

**III. STUDENT IMMUNIZATION REQUIREMENTS**

- A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student’s parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student’s first date of attendance, the student or the student’s parent or guardian shall provide to the designated school district administrator one of the following statements:
  - 1. a statement from a physician, advanced practice registered nurse, physician assistant, or a public clinic which provides immunizations (hereinafter “medical statement”), affirming that the student received the immunizations required by law, consistent with medically acceptable standards; or
  - 2. a medical statement affirming that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month and year each immunization was administered, consistent with medically acceptable standards.
- B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the medical statement. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.
- C. The parent or guardian of persons receiving instruction in a home school shall submit

one of the statements set forth in Section III.A. or III.B., above, or statement of immunization set forth in Section IV., below, to the superintendent of the school district by October 1 of the first year of their home schooling in Minnesota and the grade 7 and 12 year.

- D. When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.
- E. The school district may allow a student transferring into a school a maximum of 30 days to submit a statement specified in Section III.A. or III.B., above, or Section IV., below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.
- F. If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

#### **IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS**

Students will be exempt from the foregoing immunization requirements under the following circumstances.

- A. The parent or guardian of a minor student or an emancipated student submits a signed medical statement affirming that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or
- B. The parent or guardian of a minor student or an emancipated student submits his or her notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian or student.

#### **V. NOTICE OF IMMUNIZATION REQUIREMENTS**

- A. The school district will develop and implement a procedure to:
  - 1. notify parents and students of the immunization and exemption requirements by use of a form approved by the Department of Health;
  - 2. notify parents and students of the consequence for failure to provide required documentation regarding immunizations;
  - 3. review student health records to determine whether the required information has been provided; and
  - 4. make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's

parent or guardian of the conditions for re-enrollment.

[See Attachments A, B, C, and D.]

- B. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

## VI. IMMUNIZATION RECORDS

- A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority.
- B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student. Immunization data is private student data and disclosure of such data shall be governed by Policy 515 Protection and Privacy of Pupil Records.
- C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.
- D. Upon request of a public or private post-secondary educational institution, the designated school district administrator will assist in the transfer of the student's immunization file to the post-secondary educational institution.

## VII. OTHER

Within ~~60~~90 days of the commencement of each new school term, the school district will forward a report to the Commissioner of ~~Health~~ ~~the Department of Education~~ stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. ~~The school district also will forward a copy of all exemption statements received by the school district to the Commissioner of the Department of Health.~~

**Legal References:** Minn. Stat. § 13.32 (Educational Data)  
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)  
Minn. Stat. § 121A.17 (School Board Responsibilities)  
Minn. Stat. § 144.29 (Health Records; Children of School Age)  
Minn. Stat. § 144.3351 (Immunization Data)  
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)  
Minn. Stat. § 144.442 (Testing in Schools)  
Minn. Rules Parts 4604.0100-4604.1020 (Immunization)  
*McCarthy v. Ozark Sch. Dist.*, 359 F.3d 1029 (8th Cir. 2004)  
Op. Atty. Gen. 169-W (July 23, 1980)  
Op. Atty. Gen. 169-W (Jan. 17, 1968)

**Cross References:** MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

**STUDENTS**

| POLICY TITLE               | POLICY NUMBER | ADOPTED  | REVIEW FREQUENCY |
|----------------------------|---------------|----------|------------------|
| Service Animals in Schools | 535           | Adopted: | Annual           |

**I. PURPOSE**

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

**II. GENERAL STATEMENT OF POLICY**

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

**III. DEFINITIONS**

A. Service Animal

“service animal” is a dog (regardless of breed or size) or miniature horse that is individually trained to perform “work or tasks” for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual’s disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

B. A “handler” is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, “handler” means the person who cares for and supervises the animal on that individual’s behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

C. Work or Tasks

1. “Work or tasks” are those functions performed by a service animal.
2. Examples of “work or tasks” include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting

individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

**IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES**

- A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school- sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.
- B. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:
  1. Is the service animal required because of a disability; and
  2. What work or tasks is the service animal trained to perform.
- C. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.
- D. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

**V. REQUIREMENTS FOR ALL SERVICE ANIMALS**

- A. The service animal must be required for the individual with a disability.

- B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.
- C. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

## **VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL**

- A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. School district employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.
- B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.
- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

## **VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL**

- A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:
  - 1. Any of the requirements described in Part V., above, are not met.
  - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
  - 3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or
  - 4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.
- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

## **VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES**

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

- A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- B. Whether the handler has sufficient control of the miniature horse;
- C. Whether the miniature horse is housebroken; and
- D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

## **IX. ALLERGIES; FEAR OF ANIMALS**

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

## **X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS**

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

## **XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES**

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

## **XII. LIABILITY**

- A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.
- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

***Legal References:***

Section 504 of the Rehabilitation Act of 1973

28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136 (ADA Regulations)

20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)

Minn. Stat. § 256C.02 (Public Accommodations)

Minn. Stat. § 363A.19 (Discrimination Against Blind, Deaf, or Other Persons with Physical or Sensory Disabilities Prohibited)

Minn. Stat. § 609.226 (Harm Caused by Dog)

Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

***Cross References:***

MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)

MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

**STUDENTS**

| <b>POLICY TITLE</b>   | <b>POLICY NUMBER</b> | <b>ADOPTED</b>                           | <b>REVIEW FREQUENCY</b> |
|---|----------------------|--|-------------------------|
| <b>Search of Student Lockers, Desks, Personal Possessions, and Student's Person</b> | <b>502</b>           | <b>Adopted: 10-10-2019<br/>Reviewed:</b> | <b>Three Year</b>       |

I. PURPOSE

The purpose of this policy is to provide for a safe and healthful educational environment by enforcing the school district's policies against contraband.

II. GENERAL STATEMENT OF POLICY

A. Lockers and Personal Possessions within a Locker

Pursuant to Minnesota Statutes, school lockers are the property of the school district. At no time does the school district relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school officials must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials.

B. Desks

School desks are the property of the school district. At no time does the school district relinquish its exclusive control of desks provided for the convenience of students. Inspection of the interior of desks may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant.

C. Personal Possessions and Student's Person

The personal possessions of students and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

D. A violation of this policy occurs when students use lockers and desks for unauthorized purposes or to store contraband. A violation occurs when students carry contraband on their

person or in their personal possessions.

### III. ~~CANINE DETECTION~~

~~In order to maintain a safe and healthy educational environment, planned and generalized schoolwide canine detection procedure (commonly referred to as canine sniff) of student lockers, desks, vehicles when parked on school property, and school facilities and grounds may be conducted periodically in District 834. In addition, canine detection may also be utilized when an administrator has a specific suspicion that contraband is present on school property. The contraband the canine may detect includes drugs, bomb devices and firearms. Notification of canine detection will be provided annually prior to the start of the school year~~

### IV. DEFINITIONS

- A. “Contraband” means any unauthorized item possession of which is prohibited by school district policy and/or law. It includes, but is not limited to, weapons and “look-alikes,” alcoholic beverages, controlled substances and “look-alikes,” overdue books and other materials belonging to the school district, and stolen property.
- B. “Personal possessions” includes, but is not limited to, purses, backpacks, book bags, packages, and clothing.
- C. “Reasonable suspicion” means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official’s personal observation, a report from a student, parent or staff member, a student’s suspicious behavior, a student’s age and past history or record of conduct both in and out of the school context, or other reliable sources of information.
- D. “Reasonable scope” means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g., to prevent violence, serious and immediate risk of harm or destruction of evidence), and the age of the student.

### V. PROCEDURES

- A. School officials may inspect the interiors of lockers and desks for any reason at any time, without notice, without student consent, and without a search warrant.
- B. School officials may inspect the personal possessions of a student and/or a student’s person based on a reasonable suspicion that the search will uncover a violation of law or school rules. A search of personal possessions of a student and/or a student’s person will be reasonable in its scope and intrusiveness.
- C. As soon as practicable after a search of personal possessions within a locker pursuant to this policy, the school officials must provide notice of the search to students whose possessions were searched unless disclosure would impede an ongoing investigation by police or school

officials.

- D. Whenever feasible, a search of a person shall be conducted in private by a school official of the same sex. A second school official of the same sex shall be present as an observer during the search of a person whenever feasible.
- E. A strip search is a search involving the removal of coverings or clothing from private areas. Mass strip searches, or body cavity searches, are prohibited. Strip searches will be conducted only in circumstances involving imminent danger.
- F. A school official conducting any other search may determine when it is appropriate to have a second official present as an observer.
- G. This policy will be included in the student handbook and disseminated in any other way which school officials deem appropriate. The school district shall provide a copy of this policy to a student when the student is given use of a locker.

## VI. DIRECTIVES AND GUIDELINES

School administration may establish reasonable directives and guidelines which address specific needs of the school district, such as use of tape in lockers, standards of cleanliness and care, posting of pin-ups and posters which may constitute sexual harassment, etc.

## VII. SEIZURE OF CONTRABAND

If a search yields contraband, school officials will seize the item and, where appropriate, turn it over to legal officials for ultimate disposition.

## VIII. VIOLATIONS

A student found to have violated this policy and/or the directives and guidelines implementing it shall be subject to discipline in accordance with the school district's Student Discipline Policy, which may include suspension, exclusion, or expulsion, and the student may, when appropriate, be referred to legal officials.

## Legal References

U. S. Const., amend. IV  
Minn. Const., art. I, § 10  
Minn. Stat. § 121A.72 (Locker Searches)  
*New Jersey v. T.L.O.*, 469 U.S. 325, 105 S.Ct. 733, 83 L.Ed.2d 720 (1985)  
*G.C. v. Owensboro Public Schools*, 711 F.3d 623 (6th Cir. 2013)

**Cross References:** MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)  
MSBA/MASA Model Policy 501 (School Weapons)  
MSBA/MASA Model Policy 506 (Student Discipline)

**Students**

| POLICY TITLE             | POLICY NUMBER | ADOPTED | REVIEW FREQUENCY |
|--------------------------|---------------|---------|------------------|
| School Resource Officers | 507.5         |         | Annual           |

**I. PURPOSE**

The purpose of this policy is to establish the contractual duties and training requirements of a school resource officer.

**II. GENERAL STATEMENT OF POLICY**

The school district, upon securing the services of one or more school resource officers, is committed to establishing the qualifications and duties required of these officers. Any contract for the services of a school resources officer with the school district must meet the requirements of this policy.

**III. DEFINITIONS**

- A. "School" means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.
- B. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

**IV. CONTRACTUAL DUTIES**

- A. A school resource officer's contractual duties with the school district shall include:
  - 1. fostering a positive school climate through relationship building and open communication;
  - 2. protecting students, staff, and visitors to the school grounds from criminal activity;
  - 3. serving as a liaison from law enforcement to school officials;
  - 4. providing advice on safety drills;
  - 5. identifying vulnerabilities in school facilities and safety protocols;
  - 6. educating and advising students and staff on law enforcement topics; and,
  - 7. enforcement of criminal laws.
- B. The school district may contract with a school resource officer's employer for the officer to perform additional duties to those described in paragraph IV.A.
- C. A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.

- D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.

## V. TRAINING

- A. Except as provided for in paragraphs V.B., V.C., and V.D. below, beginning September 1, 2025, a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.
- B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.
- C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.
- D. An officer who is serving as a substitute school resource officer for fewer than 60 student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.
- E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

### ***Legal References:***

Minn. Stat. § 120A.05, subds. 9, 11, and 13 (Definitions)

Minn. Stat. § 120B.02, subd. 25 (General Powers of Independent School Districts – School Resource Officers)

Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

### ***Cross References:***

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

MSBA/MASA Model Policy 506 (Student Discipline)

**STUDENTS**

| POLICY TITLE                       | POLICY NUMBER | ADOPTED  | REVIEW FREQUENCY |
|------------------------------------|---------------|--|------------------|
| <b>Bullying Prohibition Policy</b> | <b>514</b>    | <b>Adopted: 05-12-2011<br/>Revised: 06-13-2019<br/>Revised: 06-11-2020<br/>Revised: 01-06-2022</b> | <b>Annually</b>  |

**I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

A. An act of bullying, by either an individual student or a group of students, is prohibited:

1. on school premises, at school functions or activities, on school transportation;
2. by the use of electronic technology and communications on the school premises, during the school functions or activities, on the school transportation, or on the school computers, networks, forums, and mailing lists; or
3. by use of electronic technology and communications off the school premises to the extent such use substantially and materially disrupts student learning or the school environment.

B. A school-aged child who voluntarily participates in a public school activity, such as a co curricular or extracurricular activity, is subject to the policy provisions applicable to the public school students participating in the activity.

C. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student’s act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or

other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources. This policy also applies to sexual exploitation.

- D. Malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity as defined in Minnesota Statutes, chapter 363A is prohibited. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel.
- E. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- F. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- G. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- H. False accusations or reports of bullying against another student are prohibited.
- I. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy. The school district may take into account the following factors:
  - 1. The developmental ages and maturity levels of the parties involved;
  - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
  - 3. Past incidences or past or continuing patterns of behavior;
  - 4. The relationship between the parties involved; and
  - 5. The context in which the alleged incidents occurred.

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

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

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

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

K.

### III. DEFINITIONS

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

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyber bullying, malicious and sadistic conduct as defined in this policy, and sexual exploitation.

- B. "Cyber bullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device, to include impersonating someone else and sending out communications in such a capacity. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but no later than the next school day, unless circumstances are legitimately prohibitive.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
  2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
  3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "Malicious and sadistic conduct" means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.
- F. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- G. "Prohibited conduct" means bullying, cyber bullying, malicious and sadistic conduct, sexual exploitation, or retaliation or reprisal for asserting, alleging, reporting, or

providing information about such conduct or knowingly making a false report about prohibited conduct.

- H. “Remedial response” means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- I. “Student” means a student enrolled in a public school or a charter school.
- J.

#### IV. **REPORTING PROCEDURE**

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal’s designee, or the building supervisor (hereinafter the “building report taker”) is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.  
The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.
- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant’s or reporter’s future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district’s obligation to investigate, take appropriate action, and comply

with any legal disclosure obligations.

## **V. SCHOOL DISTRICT ACTION**

- A. Within three school days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

## **VI. RETALIATION OR REPRISAL**

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

tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

## VII. TRAINING AND EDUCATION

- A. Consistent with its applicable policies and practices, the school district must discuss this policy with students, school personnel and volunteers and provide appropriate training for all school district personnel to prevent, identify, and respond to prohibited conduct. The school district must establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance.
- B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following.
  1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
  2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
  3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
  4. The incidence and nature of cyberbullying; and
  5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

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

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

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other

- remedial responses into the school environment;
  - 4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
  - 5. Teach students to advocate for themselves and others;
  - 6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
  - 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

#### VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. Article II, paragraph D, regarding malicious and sadistic conduct must be conspicuously posted throughout each school building in the administrative offices of the school district and in the office of each school.
- C. This policy shall be conspicuously posted in the administrative offices of the school and school district in summary form.
- D. This policy must be distributed to each school district or school employee and independent contractor, if the contractor regularly interacts with students, at the time of employment with the district or the school.
- E. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- F. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website, consistent with the district policies and practices.
- G. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

#### IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law.

#### ***Legal References:***

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)  
 Minn. Stat. § 120B.232 (Character Development Education)  
 Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)  
 Minn. Stat. § 121A.031 (School Student Bullying Policy)

Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)  
Minn. Stat. Ch. 124E (Charter School)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

***Cross References:***

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 423 (Employee-Student Relationships)  
MSBA/MASA Model Policy 501 (School Weapons Policy)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 507 (Corporal Punishment)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

**STUDENTS**

| POLICY TITLE                     | POLICY NUMBER | ADOPTED         | REVIEW FREQUENCY |
|----------------------------------|---------------|-----------------|------------------|
| <b>Immunization Requirements</b> | <b>530</b>    | <b>Adopted:</b> | <b>Annual</b>    |

**I. PURPOSE**

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

**II. GENERAL STATEMENT OF POLICY**

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

**III. STUDENT IMMUNIZATION REQUIREMENTS**

- A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student’s parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student’s first date of attendance, the student or the student’s parent or guardian shall provide to the designated school district administrator one of the following statements:
  - 1. a statement from a physician, advanced practice registered nurse, physician assistant, or a public clinic which provides immunizations (hereinafter “medical statement”), affirming that the student received the immunizations required by law, consistent with medically acceptable standards; or
  - 2. a medical statement affirming that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month and year each immunization was administered, consistent with medically acceptable standards.
  
- B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the medical statement. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.
  
- C. The parent or guardian of persons receiving instruction in a home school shall submit one of the statements set forth in Section III.A. or III.B., above, or statement of immunization set forth in Section IV., below, to the superintendent of the school district

by October 1 of the first year of their home schooling in Minnesota and the grade 7 and 12 year.

- D. When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.
- E. The school district may allow a student transferring into a school a maximum of 30 days to submit a statement specified in Section III.A. or III.B., above, or Section IV., below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.
- F. If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

#### **IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS**

Students will be exempt from the foregoing immunization requirements under the following circumstances.

- A. The parent or guardian of a minor student or an emancipated student submits a signed medical statement affirming that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or
- B. The parent or guardian of a minor student or an emancipated student submits his or her notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian or student.

#### **V. NOTICE OF IMMUNIZATION REQUIREMENTS**

- A. The school district will develop and implement a procedure to:
  - 1. notify parents and students of the immunization and exemption requirements by use of a form approved by the Department of Health;
  - 2. notify parents and students of the consequence for failure to provide required documentation regarding immunizations;
  - 3. review student health records to determine whether the required information has been provided; and
  - 4. make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment.

[See Attachments A, B, C, and D.]

- B. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

## VI. IMMUNIZATION RECORDS

- A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority.
- B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student. Immunization data is private student data and disclosure of such data shall be governed by Policy 515 Protection and Privacy of Pupil Records.
- C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.
- D. Upon request of a public or private post-secondary educational institution, the designated school district administrator will assist in the transfer of the student's immunization file to the post-secondary educational institution.

## VII. OTHER

Within 90 days of the commencement of each new school term, the school district will forward a report to the Commissioner of Health stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption.

### ***Legal References:***

Minn. Stat. § 13.32 (Educational Data)  
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)  
Minn. Stat. § 121A.17 (School Board Responsibilities)  
Minn. Stat. § 144.29 (Health Records; Children of School Age)  
Minn. Stat. § 144.3351 (Immunization Data)  
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)  
Minn. Stat. § 144.442 (Testing in Schools)  
Minn. Rules Parts 4604.0100-4604.1020 (Immunization)  
*McCarthy v. Ozark Sch. Dist.*, 359 F.3d 1029 (8th Cir. 2004)  
Op. Atty. Gen. 169-W (July 23, 1980)  
Op. Atty. Gen. 169-W (Jan. 17, 1968)

### ***Cross References:***

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

**STUDENTS**

| POLICY TITLE               | POLICY NUMBER | ADOPTED  | REVIEW FREQUENCY |
|----------------------------|---------------|----------|------------------|
| Service Animals in Schools | 535           | Adopted: | Annual           |

**I. PURPOSE**

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

**II. GENERAL STATEMENT OF POLICY**

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

**III. DEFINITIONS**

A. Service Animal

“service animal” is a dog (regardless of breed or size) or miniature horse that is individually trained to perform “work or tasks” for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual’s disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

B. A “handler” is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, “handler” means the person who cares for and supervises the animal on that individual’s behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

C. Work or Tasks

1. “Work or tasks” are those functions performed by a service animal.
2. Examples of “work or tasks” include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting

individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

**IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES**

- A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school- sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.
- B. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:
  1. Is the service animal required because of a disability; and
  2. What work or tasks is the service animal trained to perform.
- C. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.
- D. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

**V. REQUIREMENTS FOR ALL SERVICE ANIMALS**

- A. The service animal must be required for the individual with a disability.

- B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.
- C. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

## **VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL**

- A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. School district employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.
- B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.
- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

## **VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL**

- A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:
  - 1. Any of the requirements described in Part V., above, are not met.
  - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
  - 3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or
  - 4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.
- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

## **VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES**

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

- A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- B. Whether the handler has sufficient control of the miniature horse;
- C. Whether the miniature horse is housebroken; and
- D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

## **IX. ALLERGIES; FEAR OF ANIMALS**

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

## **X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS**

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

## **XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES**

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

## **XII. LIABILITY**

- A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.
- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

***Legal References:***

Section 504 of the Rehabilitation Act of 1973

28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136 (ADA Regulations)

20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)

Minn. Stat. § 256C.02 (Public Accommodations)

Minn. Stat. § 363A.19 (Discrimination Against Blind, Deaf, or Other Persons with Physical or Sensory Disabilities Prohibited)

Minn. Stat. § 609.226 (Harm Caused by Dog)

Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

***Cross References:***

MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)

MSBA/MASA Policy 521 (Student Disability Nondiscrimination)



Stillwater School Board  
Policy Meeting Notes  
May 15, 2024

Present: Katie Hockert, Beverly Petrie, Alison Sherman, Paul Lee, Mike Funk, Carissa Keister, Joan Hurley

**Agenda**

- Reviewed the following policies for the April 23, 2024 board meeting
  - Annual Review
    - Policy 410 - Family and Medical Leave
  - First Reading
    - Policy 420 - Blood Borne Pathogens and Infectious Diseases in Staff and Students
    - *Policies* 507 - Corporal Punishment and Prone Restraint
    - Policy 508 - Extended School Year for Certain Students with Individualized Education Programs
  - Revoke as redundant
    - Policy 430 - Political Activities
    - Policy 503.1 - Attendance and Student Mobility
    - Policy 510.1 - Participation of Non-Public School Students in Co-Curricular Activities
    - Policy 512.1 - Student Production of Goods and Services
    - Policy 515.1 - Student Progress Records
  - Review further
    - Policy 506 - Student Discipline
    - Policy 514 - Bullying Prohibition Policy

**What's next:**

- Review the following policies
  - Policy 503 - Student Attendance
  - Policy 722 - Public Data Requests - Annual Review
  - Policy 806 - Crisis Management - Annual Review
- Follow up on cell phone Policy
  - Policy 524 - Internet Acceptable Use and Safety Policy
- Next meeting is scheduled for Wednesday, June 5, 2024 at 1:45 p.m.



Stillwater School Board  
Policy Meeting Notes  
June 5, 2024

Present: Katie Hockert, Beverly Petrie, Alison Sherman, Paul Lee, Mike Funk, Carissa Keister, Mark Drommerhausen, John Perry, Joan Hurley

**Agenda**

- Reviewed the following policies for the June 11, 2024 board meeting
  - First Reading
    - Policy 502- Search of Student Lockers, Desks, Personal Possessions, and Student's Person
    - Policy 507.5 - School Resource Officers
    - Policy 514 - Bullying Prohibition Policy
    - Policy 530 - Immunization Requirements
    - Policy 535 - Service Animals in Schools
  - Second Reading and Approval
    - Policy 420 - *Blood Borne Pathogens and Infectious Diseases in Staff and Students*
    - Policy 507 - *Corporal Punishment and Prone Restraint*
    - Policy 508 - Extended School Year for Certain Students with Individualized Education Programs
  - Review further
    - Policy 428: Employee Technology and Internet Access and Acceptable Use
    - Policy 524: Student Technology and Internet Access and Acceptable Use
    - Policy 511 - Student Fundraising
    - Policy 506 - Student Discipline

**What's next:**

- Next meeting is scheduled for Wednesday, July 10, 2024 at 1:45 p.m.



**TO:** Northeast Metro 916 Board of Education  
**FROM:** Dr. Val Rae Boe  
**DATE:** June 7, 2023  
**RE:** June 1 Board of Education Meeting Talking Points

Members present: Knisely-12, Palmer-13, Jones-14, Forsberg-16, Clark-623, Payne-832, Dols-833 and Hockert-834.

Members absent: Oksnevad-282, Bock-621, Nitardy- 622, Daniels-624, and Theisen-831.

**Calendar Dates:**

- Thursday, June 13, 2024 - 916 Foundation Golf Tournament at Oak Marsh at 11:30 a.m.
- Wednesday, August 7, 2024 - School Board Meeting at 6:00 p.m.

**Presentation: Intermediate Teacher Residency Apprenticeship Collaborative**

**(ITRAC):** Megan McAllister, director of Human Resources, presented information regarding the first registered Teacher Apprenticeship Program in Minnesota. The four Intermediate Districts are partnering with the MN Department of Labor and Industry and Minnesota State University Mankato and Brightworks is the sponsor and will be providing oversight and ensuring the program aligns with standards of effective practice. This is a free, two-year program, providing an AA to BA pathway for licensure in ASD and EBD. The program is funded by the Special Education Pipeline Grant, DEED Grant, and \$1 million in funding from the state. District 916 has seven Apprentices who have been selected to begin in the Fall.

**Presentation: Teacher Development & Evaluation (TDE/QComp):**

Scott Thomas, director of educational services, and Ingrid Erickson, TOSA, shared an overview of the new Teacher Development and Evaluation plan. Educators are eligible for up to \$1800 in incentive pay for meeting their site goal, individual goal, and a successful evaluation. 916 is the only Intermediate to receive QComp incentive pay. 916 will be replacing the evaluation rubric from Danielson with the Center for Educational Leadership using the 5D+ Framework and Rubric to support teacher growth and development. They shared the work that the team has done and the belief that updating this plan will improve teacher clarity, quality and focus on student-centered learning through and equity lens that is in alignment with our Vision for Student Learning. Scott shared that this is centered on shared beliefs that teachers make a meaningful difference in students lives, school administrator share in the responsibility of developing great staff, continuous improvement is valued, and learning is ongoing.

**Draft Impact Report:** Communications Coordinator Shannon Hunter presented the Draft Impact Report which provides transparency, accountability, and insights into the progress and effectiveness of the strategic action plan and helps individuals understand the value and outcomes of the district's efforts. Shannon shared that the district identified 26 benchmarks within the strategic actions for the 23/24 school year. She highlighted the 22 benchmarks that have been completed and shared information on the remaining four that are in process. Shannon ended by showing an end of the year celebration video which highlighted this work.

### **School Board Policies:**

- First Reading of School Board Policy 507 (Corporal Punishment)
- Approval of School Board Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)

### **Approval of Contracts:**

- **Superintendent's Contract:** Approved the contract for Superintendent Boe for the period of July 1, 2024 – June 30, 2027.
- **Ratification of Education Assistant Federation Local 2323:** Ratified the contract between the School District and Education Assistant Federation Local 2343 for the period of July 1, 2024 through June 30, 2026.
- **Food Service Agreements:** Approved the food service agreements for the 2024-25 school year with Centennial (Karnar Blue), White Bear Lake (Bellaire, Mahtomedi Academy, South Campus, and WELS North), and Columbia Heights (Metro Heights). Approved the food service agreements for the 2024-25 and 2025-26 school years with Stillwater (AO and Pankalo).
- **Avanti Center:** Approved a one-year agreement with the Avanti Center to provide educational services for children and adolescent residents with emotional and/or behavioral disorders who are admitted to the Avanti Center.
- **Spring Lake Park School District:** Approved a one-year agreement for Northeast Metro 916 to provide the educational services at Avanti Center on behalf of the Spring Lake Park School District.
- **South Washington County Schools:** Approved a four-year agreement for Northeast Metro 916 to provide the educational services at Aris Clinic Outpatient Treatment Facility on behalf of the South Washington County School District.
- **Know the Truth:** Approved a one-year contract with Know the Truth to provide chemical health individual and group support to the ALC programs, Quora Secondary School and WELS N in the amount of \$103,322.80.

- **Playworks:** Approved a one-year contract with Playworks in the amount of \$83,000. Playworks helps schools make the most of recess or play time through on-site staffing, consultative support, professional development, and offers free resources.
- **Lease, Facilities Use, and Cooperation Agreement with Century College:** Approved the Lease, Facilities Use, and Cooperation Agreement for a five-year period. This agreement serves as an agreement between Northeast Metro 916 and Century College in mutual support of the Career and Technical Education Program.
- **City of Fridley:** Approved a two-year contract with the City of Fridley in which the Fridley Police Department provides a full-time SRO at Metro Heights Academy for the 2024-25 and 2025-26 school years in the amount of \$312,500.
- **CDW Quote:** Approved the CDW quote totaling \$161,517.95 to replace all of the orders for staff windows laptops, and student Chromebooks, as well as some ancillary accessories and devices, for all 916 programs.
- **Apple Quote:** Approved the Apple quote totaling \$128,487 to replace all of the orders for staff and student Apple devices, as well as some ancillary accessories and devices, for all 916 programs.
- **Technology Contracts for Comcast, Cable Cloud, and Matrix** were also approved by the School Board for the 2024-25 School Board.

**FY25 Budget:** The School Board approved the 2024-25 budget of \$90,281,000.

**FY25 Intermediate District Tuition, Membership, and Access Fees:** The School Board voted to approve increases in access fees, membership fees, and tuition rates for the FY25 school year.