VISITOR AGENDA
MAHNOMEN PUBLIC SCHOOLS
AUGUST, 2026 BOARD MEETING
MONDAY, AUGUST 17, 2026
6:00 PM SCHOOL BOARD CONFERENCE ROOM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL:
   Board Members Present: _____Chris Otto, _____Cortney Pemberton, _____Ashley Neis, _____ Kimberly Scott-Neisen, _____Traci Turner, _____Craig Bower
4. ADOPTING THE AGENDA
   As presented or modified
5. VISITORS AND GUEST COMMENTS
6. MONTHLY ROUTINE CONSENT BUSINESS
   Minutes from previous School Board Meetings
   Bills
   Financial Reports
   Donations
7. COMMUNICATION A board member may participate virtually in this meeting.

   In case of inclement weather, this meeting will be rescheduled for the following day at the same time and location (6:00 PM in the Conference Room).
8. COMMITTEE AND SCHOOL BOARD REPORTS
9. ADMINISTRATION REPORTS

   9.1. Superintendent's Report
10. DISCUSSION ITEMS
    4 Day Week Update
    Weight Room
    Baseball

    10.1. 4 Day Week

    10.2. Weight Room

    10.3. Baseball

    10.4. Elementary Sections & Staffing
    Do not add an elementary FTE. Reduce kindergarten from three sections to two based on current enrollment and fill the fourth-grade teaching vacancy internally.
11. ACTION ITEMS

    11.1. Accepting Product Bids for FY26

11.2. Notice of General Election

11.3. 2026-2027 Student Handbooks - First Reading

11.4. 2026-2027 Thunderbird Handbook - First Reading

11.5. Windshield Time - 2nd Reading

Thunderbird Co-op Activities Handbook Revision: Windshield Time

Coach Windshield Time - Co-op Activities	$25.00	Hourly	Paid at a rate of $25/hour in 15-minute increments for approved travel of 15 miles or more.

11.6. Fall Coaches 2026-2027

Nina Ruschmeier and Katherine Lunde to fill the two JH Volleyball coaching vacancies

11.7. Out of State Travel NAFIS

11.8. Move the September Board Meeting to Monday, September 28th, due to the NAFIS Conference.

11.9. District Bus Purchase

As part of our transportation efficiency work, the district has **reduced one contracted route**. Purchasing a district-owned bus could provide greater flexibility for in-town transportation and other district needs while reducing reliance on contracted transportation.

11.10. Custodial Equipment Purchase - Extractor & Vacuum

11.11. Instrument Rental Update

11.12. The Commons - Phone Management

11.13. Community Education Fund Transfer

Transfer $21,687.00 from Fund 01 to Fund 04 to cover the deficit.

11.14. Remove Fund Balance Commitment for Construction (Completed)

Approve releasing the $4,000,000 previously committed for construction, as the construction project has been completed.

11.15. Setting Federal Programs/Impact Aid Hearing Meeting for October 21 at 7:00 PM in the Board Conference Room

11.16. Approve E-Learning Plan for 2026-2027 school year.

11.17. Roof Work

11.18. Football Practice Field Hydrant Work

12. PERSONNEL TOPICS

Resignations

Hiring
Lane Change
Other

12.1. Retirement Paula Stock

12.2. Resignation Kayla Heller

12.3. Hire Hannah McGregor

12.4. Hire Madison Fairbanks

12.5. Hire Patti Johnson

12.6. Hire Hailie Sherer

12.7. Rehire Jared Tracy

12.8. Hire Jan Moy

Mahnomen ISD 432
Safe, Supportive, Learning

Superintendent's Report

August 17, 2026

1. Highlights

The district has been busy preparing for the start of the **2026–27 school year**, with a focus on staff training, building preparation, transportation, and final staffing needs.

2. Staffing & Personnel

We continue to make progress filling remaining vacancies and welcoming new staff. **New Teacher Orientation was held on August 11**, and we are strengthening support for new paraprofessionals by adding a **para mentorship program**, along with 30- and 60-day check-ins and a more consistent evaluation process. Additional information on the new para support process is included as an attachment to this report.

We have also made several staff reassignments for the upcoming year based on enrollment, staffing needs, and program needs:

- **Valla Jaster (O'Loughlin)** – PreK
- **Becky Olson** – ADSIS
- **Crystal Blue** – FACS/Health
- **Courtney Stueness** – 5th Grade
- **Meredith McArthur** – District Assessment Coordinator (DAC)
- **Kim Kochmann** – Community Education
- **Jon Starkey** – Elementary Dean/Athletic Director

3. Operations & Facilities

Transportation planning has focused on improving efficiency, including **reducing one regular route** and absorbing the route vacated by Terry Handyside's retirement. The district is also considering the purchase of a **district-owned bus** to provide greater flexibility. The Buildings & Grounds team continues final preparations for the start of school. We are also working with ICS to assess and prioritize long-term facility needs, particularly roofing.

4. Planning & Programming

Work continues on the district's exploration of a **four-day school week**, including research related to attendance, student achievement, staffing, childcare, transportation, and activities. Significant staff, family, student, and community engagement will occur before any decision is considered. Administration is also working to **align elementary and secondary handbooks and discipline practices**, while continuing to review policies and procedures for the upcoming year. Additional planning includes finalizing the district's **Cardiac Emergency Response Plan (CERP)** and coordinating fall activities and building coverage as we prepare for the start of school.

5. Committee Meetings Summary

Policy Committee met immediately prior to tonight's board meeting to review proposed policy updates. A summary of the committee's work will be included in next month's Superintendent's Report.

PLEASE USE OUR FORM

MILK BID FORM for 2026 – 2027 SCHOOL YEAR

Bids Are Due: August 3, 2026 @ 1:00 pm

Company Name: Cass Clay Creamery Delivery Days/Times: TBD

THE FOLLOWING MUST BE MILK WITH 1% BUTTERFAT:	PRICE	ESCALATOR PRICE	FIRM
One-half (1/2) pint white milk in cartons		.358	—
One-half (1/2) pint chocolate milk in cartons *(Cannot contain more than 10g added sugar per 8oz serving)*		.369	—
THE FOLLOWING MUST BE SKIM MILK:	**PRICE**		
One-half (1/2) pint white milk in cartons		.348	—
One-half (1/2) pint chocolate milk in cartons *(Cannot contain more than 10g added sugar per 8oz serving)*		—	—
One-half (1/2) pint strawberry milk in cartons *(Cannot contain more than 10g added sugar per 8oz serving)*		—	—
LACTOSE-FREE MILK	**PRICE**		
One-half (1/2) pint fat-free, lactose-free milk		.59	—
One-half (1/2) gallon ~~fat-free~~, lactose-free milk		3.913	—
NON-DAIRY MILK ALTERNATIVE	**PRICE**		
Almond Milk (indicate pack size)		—	—

NOTICE FOR SUBMITTING MILK BIDS

The Board of Education of Independent School District 432, located in Mahnomen, Minnesota is now accepting milk bids for the National School Lunch Program, School Breakfast Program, and any additional Child Nutrition Programs for the 2026-2027 school year. This time period is defined as July 1, 2026– June 30, 2027. The original awarded bid can be renewed for up to two (2) additional one year terms following the original award period if mutually agreed upon with the awarded vendor and ISD #432.

Bids shall be submitted in writing to the District Administration Office no later than **August 3, 2026 at 1:00 pm**

SPECIFICATIONS ARE AVAILABLE AND BIDS ARE DUE TO:

Mahnomen Public School
Attn: Dr. Andrea Simon, Supt.
P.O. Box 319
Mahnomen, MN 56557

Bids will only be accepted in writing. Electronic mail, telephone, facsimile, and telegraphic bids will not be accepted. "Milk Bid" should be written on the lower left-hand corner of the sealed envelope.

The School District reserved the right to reject any of all bids and to waive any irregularities in bids.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.
Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.
To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:
(1) **mail:** U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

THUNDERBIRDS



Mahnomen/Waubun-Ogema-White Earth
Cooperative Sponsorship Agreement Handbook
2026-2027

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Mission Statement: The purpose of the Mahnomen/Waubun-Ogema-White Earth activity cooperative is to provide a comprehensive and balanced activity program that will provide more opportunities and experiences for our students that either school may not be able to provide individually.

Statement of Philosophy: A comprehensive and balanced athletic/activity program is an essential complement of the basic program of instruction. The activity program should provide opportunities for students to further develop interests and talents in activities and other health-related areas. The opportunity for participation is a privilege that carries with it responsibilities to the school, to the sport, to the student body, to the communities, and to the students themselves.

While Mahnomen/Waubun-Ogema-White Earth takes great pride in winning, it does not condone "winning at any cost" and discourages any and all pressures that might tend to neglect good sportsmanship and good mental health. Participation in these activities should provide many students with a lifetime basis for personal values, for work and leisure activities.

The interscholastic activity program shall be conducted in accordance with existing School Board policies, rules, and regulations. At all times, the activity program must be conducted in such a way so as to justify it as an educational activity. Activities play an important part in helping an individual student develop a healthy self-concept as well as a healthy body. Activities add to both schools' spirit and help all students and spectators develop pride in their schools.

Every effort will be made to support the activity programs with the best facilities, with the necessary equipment, and with the most qualified staff available. The ultimate goals of the activity should be:

1. To realize the value of teamwork and participation including, but without overemphasizing, the importance of winning.
2. To develop and improve positive citizenship traits among the program's participants

From Insideoutinitiative.org

Mahnomen/Waubun-Ogema-White Earth believes that:

- **Activities engage** more individuals, families, and communities.
- **Activities present** countless teachable moments where ethical values such as empathy, moral courage, fairness, responsibility, and respect for self and others can be developed.
- **Activities connect** students to caring adults in their learning community who foster social-emotional intelligence and academic success.
- **Activities provide** students with opportunities for moral, social, emotional, and civic growth.

Continue to participate in *Why We Play: Courage/Confidence/Failure/Belonging/Growth.*

Consider further training from Inside Out Initiative:

The Philosophy (excerpt from Inside Out.org)

The Inside Out philosophy focuses on the purpose, power, possibility, and privilege of leading and coaching. It requires educational leaders, athletic directors, coaches and school communities to take an in-depth look at four key questions:

- *Why do I coach?*
- *Why do I coach the way I do?*
- *How does it feel to be coached by me?*
- *How do I define success?*

"The growth and success of each student's human potential can only be fostered if the adults who are in charge are aware of and intentional about their transformative purpose".

Cooperative Advisory Committee: A cooperative advisory committee will consist of three board members from each district; the Activities Director, and the Superintendent from each district. The advisory committee will meet quarterly, or as needed. The advisory committee will take no action, but will provide recommendations for policies, rules, and procedures to be approved through each individual district's Board of Education. A post-season review with the head coach will be part of the quarterly meeting. A joint board meeting will be held if necessary for discussion on this handbook and improvements that can be made for a successful cooperative sponsorship.

Cooperative Information:

- Official School Cooperative Name: Mahnomen/Waubun
- Official Cooperative Nickname: Thunderbirds
- Official Cooperative Colors: Black, Teal, and Silver
- Official Rally (Fight) song: Wave the Flag

Activities Included:

The Activities included in this cooperative sponsorship agreement, at all levels 7-12, are but not limited to:

Football	Volleyball	Girls Basketball
Boys Basketball	Wrestling	Danceline
Girls Track and Field	Girls Softball	Boys Golf

Boys Track and Field	Boys Baseball	Girls Golf
Speech	Cheerleading	Pep Band

MSHSL Membership: Annual Membership dues are established by the MSHSL Board of Directors and shall be payable for October 1 of each year. Each member school participating in a cooperative sponsorship must register and pay as an individual school to participate in each cooperatively sponsored activity. Rules regarding cooperative sponsorship can be found in the League's *Official Handbook*, Bylaw 403.00.

Policies: The superintendent of each district will work together to review policies from both districts that affect activities, programs and participation. The superintendents will make suggestions for policy changes to their respective Board of Education in order to have consistency between activity policies at each district.

Communication: Effective communication is vital to the success of this cooperative. The superintendent at each district are charged with keeping each other, their respective Boards, staff, and students and their communities informed on anything concerning this cooperative.

Cooperative Activity Directors: Activity Directors will be hired from each district and will be the main contact for activity purposes. They will be responsible for scheduling events, organizing contracts with schools, contracting officials, evaluating coaches, and recommending coaches for open positions. The host site principal will assist the AD in finding workers needed for games, arranging for groups to run the concession stand, and making sure the facilities are ready for the game. Job descriptions for the Activity Directors will be included in the handbook (Appendix).

Selection, Evaluation, and Retention of Activity Directors:

The Superintendent will be responsible for interviewing candidates for the Activity Director positions at their district. The evaluation of the Activity Directors will include a recommendation of employment for the upcoming school year. Recommendations for retention of the Activity Director at the individual district level will be brought to the respective Board of Education on an annual basis.

Fiscal Management: The Business Manager from each district will act as the primary fiscal agent for the cooperative. The districts will share the cost of the cooperative equally. These costs will be reported back by each District at the conclusion of each activity as listed in this agreement.

WOWE host activities: Volleyball, Wrestling, Speech, Cheerleading, Boys' Baseball and Girls' Softball
Mahnomen host activities: Football, Boys and Girls' basketball, Dance line, Boys' and Girls' Track, Boys' and Girls' Golf
Co-host by event: Pep Band

These costs include, but are not limited to:
payment for event workers, payment for officials, entry fees
Uniforms - According to the agreed upon rotation schedule (see attached)
Bussing/Transportation, Supplies, equipment, awards, hotels, and meals.
The cooperative will pay for expenses up to, but not beyond, state level competitions.
All revenues directly related to cooperative athletic programs (gate receipts, purchased passes, entry fees, etc.) will be included in the end of season reporting.

Payment of Officials and Workers for "Hosting" or "Home Event" School :
The "Hosting" or "Home Event" Activity Director will be responsible for determining who gets paid at events held at "Hosting" or "Home Event" school event.

Each district will be responsible for purchasing equipment and supplies needed to host games, events, and practices.

Fundraisers: Any fundraisers, other than concession stands, conducted by a Cooperative Activity must be approved by both Superintendents before the fundraiser has begun. Coaches must indicate to both Superintendents what they plan to sell, what the money will be used for, and what expectations they have for the students involved.
**Co-Op Fundraising Approval Form attached

Coop Athletic Budgets: Every Spring the Athletic Directors from the Coop Districts will create a budget that details the uniform costs, equipment, and supply needs of each activity for the upcoming school year. This budget will be reviewed by the Business Managers, Superintendents, and approved by the Joint Activities Committee. Upon approval, the budgets will be brought to each individual Board for approval. If the budget has recommended revisions it will return to the committee to be revised.

Uniforms and Equipment: Uniforms and equipment from both schools will be used as much as possible. Uniforms will be purchased on a rotation schedule and/or replaced as needed. Cost of uniforms and equipment will be shared equally. **See attached Uniform Quote Request

Ordering: All ordering must be approved by the Activity Directors and/or Superintendents before the order is placed. Districts will follow their own procedures for purchase amounts and threshold approval processes.

Coaching Positions:

1. The Activity Directors will be in charge of recommending candidates for each coaching position. Input from the Superintendent's, principals, and established head coaches will be up to the Activity Director's discretion.

2. Full job descriptions for all coaching positions are available in the appendices of this handbook.
3. All coaches will be evaluated at the end of the season. The evaluation program will be designed and conducted by the Activity Directors and Head Coach.
4. Coaches will not be required to submit an application each year. If there is sufficient cause to open a coaching position, the coach will be asked to submit a new application. Parent complaints cannot be the only cause for opening a coaching position.
5. Every effort will be made to have coaching representation from each district. This will hopefully help to increase participation at each school.
6. Existing coaches will be paid by the current school. New hires that are part of the school district staff will be paid on that school's schedule. Community and district affiliation will be considered for salary schedule placement as determined by Activities Directors and Superintendents.

Coaching Expectations: In addition to the expectations stated in the job descriptions, the cooperative board expects the following from all of their coaches:

1. To be upstanding, ethical, and moral individuals that set the example of sportsmanship for all our students.
2. To develop practice schedules in advance and keep them on file.
3. To communicate effectively with the Boards, administration, staff, students, parents, and communities from both districts.
4. To promote all activities at both districts, along with their own.
5. To understand that conflicts with other activities may arise and that we need to work together with other cooperative activities and district activities to give all students a well-rounded educational experience.
6. To hold pre-season parent meetings to discuss expectations and rules.
7. To allow for equal opportunities for all students, regardless of the school they attend.
8. Coaches are encouraged to hold small group meetings and individual meetings with players to help clarify expectations and check on the mental health and well-being of our athletes. Coaches are strongly recommended to document these meetings.

Student Participation: All students from Mahnomen and Waubun-Ogema- White Earth are strongly encouraged to participate in cooperative athletics. The following expectations should be taken into account for all students:

1. All students will be given an equal opportunity to participate.
2. All eligible students at the junior high level will be allowed to participate at each game/contest. The junior high coaches should strive for meaningful time as much as possible for all eligible students.
3. All students participating in the sub-varsity (C/JV) shall be given opportunities to participate during games/events, but they may not get equal time and may not get to participate in every game/event. Coaches shall strive to provide guidance and equal opportunities in practice for athletes to increase their game time throughout the season.

4. All students participating at the varsity level shall be given equal opportunities to earn participation time during games/events, but may not get equal time. Coaches shall strive to provide guidance and equal opportunities in practice for athletes to increase their chances at game time throughout the season.
5. Mahnomen/Waubun-Ogema-White Earth Cooperative will use a “no cut” policy for all eligible students.

Transportation:

1. All transportation costs for practices, home games held at the other school, and away games will be split between both districts evenly.
2. All safety and capacity regulations will be followed at all times by both schools.
3. Transportation will be scheduled by the Athletic Directors with the transportation director(s). (Transportation to and from practices, to and from games held at the other school, away games and events.)
4. All students will be offered transportation via school bus or school vehicle to and from the schools for practice and home games held at the other school. All students will be required to ride the bus to and from away games. Certain exceptions must be approved ahead of time by the Activities Director. In order for these exceptions to be considered, the following must occur:
    - Parent/Guardian grants permission, in writing, for their child to ride home with a designated adult (designated adult must be 21 years of age or older).
        - *This note must be turned into the school’s office by 2:00 or before the bus departs, whichever is earlier.
    - The adult that the parent/guardian designated to transport the child signs the student out with the coach after the event (must be done in person).
        - Failure to follow this protocol will result in consequences at the discretion of the coach/advisor, Activities Director, and school administration.

4.1 The students participating in Pep Band will be required to ride the school provided transportation to and from contests. Certain exceptions must be approved ahead of time by the Activities Director / Band Director. In order for these exceptions to be considered, the following must occur:
    - Parent/Guardian grants permission, in writing, for their child to ride home with a designated adult (designated adult must be 21 years of age or older).
        - *This note must be turned into the school’s office by 2:00 or before the bus departed, whichever is earlier.
    - The adult that the parent/guardian designated to transport the child signs the student out with the coach after the event (must be done in person).
        - Failure to follow this protocol will result in consequences at the discretion of the coach/advisor, Activities Director, and school administration.

4.2 A “backup” suburban or mini bus will be in place for Pep Band trips, to be used only in case of overflow.

5. Practices will be set at a specific time and students will be expected to make it to practices on time.
6. Coaches may be asked to shuttle students via school vehicle between school sites for the purposes of practices or games. A stipend will be given for bus driving. ** Stipend Coop Rate sheet attached
7. Both schools shall keep detailed records of payments made for drivers and chaperones.
8. It will be the responsibility of each school to keep detailed mileage records/logs for trips to and from practices and games, organized by vehicle type (Bus, Van, car).
9. The total cost of transportation will be calculated using the same formula for each district. The formula will be determined and agreed on annually by the cooperative advisory committee following the spring season.
10. Teams will stay overnight at the discretion of both Superintendents and Activity Directors. All related costs will be shared equally.

Practice and Game Schedules:

1. The Activity Directors are in charge of making the schedule for all sports, including the paperwork needed to conduct these events. They will work jointly to determine which school will host the home events for each school.
2. Practices and home events will be alternated between schools as evenly as possible, if adequate facilities exist. The locations of the visiting team and their expected attendance will be considered when determining locations of games. Host school will determine cancellations.
3. Tournaments, triangular, and double headers held on the same day will count as one contest for the sake of this agreement.
4. The Activity Directors, with the input from head coaches, will produce practice schedules before the beginning of the season. This practice schedule will be subject to change on short notice.
5. Practice length and times will be in accordance with MSHSL rules.
6. No practices will be held during the school day without prior approval from the Activity Directors and both Superintendents.

Overnight Trips: Coaches will be expected to provide the Activity Directors with an itinerary for all overnight trips at least three days prior to departure. The itinerary will include the following: Departure date and time, hotel information, meal plans/schedules, performance schedules, and potential arrival times. The itinerary must be approved by the Activity Directors before departure and should be shared with parents of participating students.

Overnight/Out of state trips/camps need to be approved by both Boards beforehand.
** See attached Overnight Request Form

Facilities and Insurance: Each district certifies that they have adequate facilities to implement this cooperative and adequate insurance protection to cover all applicable provisions and situations that may arise from this cooperative.

All teams involved will be provided a locker room at each game. If boys and girls teams have to share a locker room for double-headers, an appropriate process will be put in place to make sure students are allowed time to change before and after their game. A classroom will be made available for pre-game/halftime meetings as needed.

Facilities will be maintained and improved at the sole discretion of each individual school district.

Admissions and Passes: Cost of admissions and passes shall be the same for both districts. The cost will be coordinated through the cooperative advisory committee and approved by each Board. All revenue from admissions and passes will be split.
All passes given by each district will be honored at all games held at Mahnomen and Waubun. The only exceptions to this rule would be for games that are held at either school under the direction of the Minnesota State High School League (MSHSL).

Concession Stands: Concession stands will be the responsibility of the host school.
If either school is asked to host an event as a neutral site for sub-state contests for the sports included in this agreement, then that school will have the responsibility for staffing the concession stand.

Hosting School: The hosting school will determine any additional programs or entertainment during the games they host. This includes, but is not limited to performances by the band, cheerleaders, or dance teams, education awards and coronations/Homecoming recognition.

Coaches Complaint Protocol: Complaints from coaches should be handled in the following manner:

1. Coach will meet with the Activity Directors to discuss the complaint.
2. If no solution is reached, the coach will meet with both school principals and the activity directors.
3. If no solution is reached, the coach will meet with both superintendents, both of the school principals, and the activity directors.

Letter Awards: It is the responsibility of the head high school coach of each activity to develop their lettering policy. These rules will be given to each participant and the Activity Directors.

Post Season Awards: Each head coach/advisor will be responsible for organizing a post-season awards program.

Update to Cooperative Sponsorship Agreement: The effectiveness of this agreement and the regulations contained within will be assessed once per year. Changes will be proposed and discussed during the cooperative advisory meetings at least annually. This agreement, and any changes made, will be approved by each district's Board.

Attendance

Attendance at practice is extremely important. It is almost as important as attendance at school. Attending practice everyday demonstrates dedication and commitment to the team. Athletes should make every attempt to schedule appointments around practice times. Sometimes athletes must miss practice due to things out of their control. Some examples of acceptable absences include: illness, medical appointments, family emergencies, church activities, or school related activities. Other things will come up but **a coach should be notified when an athlete is going to be absent from practice.**

Unexcused absence from practice will result in missed game time. Each Coach will communicate their rules in regards to the severity of missing practice at the start of the season in the parent and player meetings. Again, unexcused absences will result in missed game time. Examples of unexcused absences: haircuts, shopping, hunting, going with friends, and detention.
Communication is key. The athlete should let the coach know in advance if he/she is going to be gone. Telling a friend to tell the coach is not an excuse. It is the player's (or parents) responsibility to communicate absences to the coach.

Additionally, please reference your district student handbook regarding attendance during the school day and ability to participate in after-school activities on such date.

Respect

Every athlete will be expected to show respect for themselves, their teammates, coaches, officials, opponents, parents/guardians, school staff, and community members. Athletes are ambassadors of the Mahnomen and Waubun High School and should exhibit respectful behavior at all times.

Athletes who are removed from a game for misconduct will not be allowed to play in the following game. This is per the MSHSL and it will be enforced. Please note that any student who demonstrates poor citizenship (cheating, theft, vandalism, physical or verbal abuse, harassment, defiance of staff, etc.) may lose their eligibility to participate in extracurricular activities.

All athletes are viewed as important to the team/program. All athletes are expected to be productive team players. Athletes who are not willing to be team players may be dismissed from the team. The Mahnomen/Waubun Athletic Program will not tolerate any incidents of bullying, harassment, or intimidation of athletes to other athletes. **Negative or insulting comments toward our school, teammates, coaches, officials, or opponents using social media (facebook, twitter, etc.) will not be tolerated. If this rule is violated immediate suspension or removal from the team will result. Parents, please help lead by example with this rule.**

Playing Time

The Mahnomen/Waubun coaching staff does not guarantee equal playing time for everyone. Athletes are evaluated in several areas throughout the season that establish the amount of playing time earned by each athlete.

1. Fundamental athletic ability and improvement of offensive and defensive skill level

2. Consistency of performance and development in practice
3. Ability to effectively contribute in competition
4. Attitude and work ethic in practice and competition

In the early season, all athletes will be encouraged and directed to develop skills in all aspects of the game. Those athletes who are able to develop a complete game will have the most playing time opportunities. As the season progresses, or based on physical necessity, athletes will become more specialized into specific roles. An athlete's ability to contribute positively to the team will be a factor which impacts playing time as well. How an athlete adds to or distracts from the team's performance in practice and competition as compared to a teammate who performs a similar role will directly impact the playing time a player earns. During games and tournaments, coaches are constantly adjusting and evaluating lineups, considering individual match-ups with opponents, and addressing opportunities for individual growth and improvement. This means that there are a number of considerations why some athletes may receive more playing time than others. Athletes (and parents) are expected to understand and accept their roles as defined by the coach and concede that the collective performance of the team unit as priority, **Athletes will be given every opportunity to earn playing time in practice.**

Safety and Injuries

The safety of our athletes is our foremost concern. If a player should become injured during practice or a game, they should report their injury to their coach immediately. Sometimes athletes do not want the coaches to know about an injury. Parents/guardians should contact one of the coaches regarding an injury or other medical condition involving your athlete. An athletic trainer will be available to diagnose and treat injuries. We have a lot of faith in our trainers, please use them as a first contact if possible. Save the doctor visits for emergencies if at all possible.

CONTACTING COACHES

Coaches have been instructed by District and Athletic program administration that they are asked not to address concerns from parents during their off duty hours. This includes phone calls at home, out in the public, etc. It is very difficult to accept your child not playing as much as you may hope. Coaches are professionals. They make judgment decisions based on what they believe to be best for ALL students involved.

There are situations that may require a conference between the coach, activities director, and the parent. When these conferences are necessary, the following procedure should be followed to help promote a resolution to the issue of concern. Below you will find the 8 Step Parent Protocol for Conflict Resolution.

*Only begin this protocol if your son or daughter has talked to the coach first.
*Both Parties will be allowed to speak in an uninterrupted manner. The conference will be in a non-threatening environment. Coaches/Advisors/Administration will refer to the following protocol:

• **Step 1** – Contact the Head Coach via school phone, or e-mail, to arrange a meeting time.
Please do not make this initial contact immediately after a game or contest.
• **Step 2**– Attend meetings on a set date and discuss concerns and come to a resolution.
Concerns are limited to your student-athlete only. Discussion of any other student athletes is means for meeting termination. Playing time is not an appropriate discussion topic, but discussion about how your athlete can improve is appropriate. The athlete will be present at this meeting.

• **Step 3**– Contact the Athletic Director, via school phone, or email to arrange a meeting time if a satisfactory resolution to the concern is not reached through Step 2. Head coach will be invited to this meeting.
• **Step 4**- Attend a meeting on a set date and discuss the concern and the proposed resolution to the concern by the Head Coach. The athlete will be present at this meeting.
• **Step 5**- Contact the HS Principal, via school phone, or email to arrange a meeting time if a satisfactory resolution(s) to the concern is not reached through Step 4.
Head Coach and Athletic Director will be invited to this meeting
• **Step 6**- Attend a meeting on a set date and discuss the concern and the proposed resolution to the concern by the Head Coach and Athletic Director. The athlete will be present at this meeting.
• **Step 7**– Contact the Superintendent, via school phone, or e-mail, to arrange a meeting time if a satisfactory resolution to the concern is not reached through Step 6.
The Head Coach, Athletic Director, and High School Principal will be invited to this meeting.
• **Step 8**- Attend a meeting on a set date and discuss the concern and the proposed resolution(s) to the concern by the Head Coach, Athletic Director, and Principal. The athlete will be present at this meeting.

If the above procedures are not followed, the following steps will take place:

i. 1st Violation of Procedure: The coach will suggest a meeting at a later date and an email or letter will be sent to the parent outlining our procedure for handling athletic/activity complaints.
ii. 2nd Violation of Procedure: Removal from the next contest.
iii. 3rd Violation of Procedure: Removal from all remaining contests.

Guidelines for Communication

The following are communication guidelines put in place by the Mahnomen-Waubun athletic department. All coaches, parents, and athletes are expected to follow these guidelines.

Communication Parents Can Expect From a Coach:

1. Philosophy of the coach
2. Expectations of the athlete and the team
3. Location of all practices and games
4. A copy of the team rules

***Discussion of your son's or daughter's role on the team will be between the coach and the athlete only.

Communication Coaches Expect From Parents:

1. Concerns related to your son or daughter's mental, physical, or emotional well-being
2. Specific questions about a coach's expectations of parents
3. Notification of any injuries or illnesses
4. Prior notification of any student absences from practices or games

Appropriate Parental Concerns to Discuss with Coaches:

1. Mental or physical wellbeing of your son/daughter
2. Ways in which you can help your son/daughter improve
3. Concerns about your son/daughter's behavior

Inappropriate Parental Concerns to Discuss with Coaches:

1. Playing Time *Playing time discussions will be between the coach and athlete only
2. Team Strategy
3. Play Calling
4. Team Selection
5. Another Athlete

***If conversations with a coach moves to any of those five topics, our coaches are instructed to immediately end the discussion. Parents can reschedule a meeting with the coach to continue an appropriate discussion at a later date. Further, any vulgarity, rude behavior, or threats will signal an immediate end to any discussion.**

24 Hour Rule- No conflict between a parent, student, official, or coach should be addressed during or immediately following a contest or production. The contest site, practice field, lobby, or locker rooms are not appropriate places to handle conflict. Coaches or Activity Supervisors are not to meet or deal with conflict at these times or places. Most conflicts are better resolved with an appropriate cooling down period.

Group Conflict- No parent group shall meet at the school to discuss team problems without representatives from the school which will include the A.D. or coach. At group meetings, individuals must speak for and represent themselves, not other individuals or groups.

ACADEMIC PROGRESS

A student/athlete's academic success is the most important aspect of their student life. All student athletes are students first and athletes second. It is imperative to follow each student/athlete's progress in the classroom. Once a problem is detected the student/athlete may require a tutoring program that will become available.

The grades of in-season student-athletes will be checked weekly by building activities directors. If passing all classes, they are cleared to participate in the practice and contest. If a player is failing the same course for 2 consecutive weeks, he/she will be ineligible for one week (until weekly grade checks reoccur). If a student is ineligible at the end of a season or grading period, it will carry over into the next season and/or school year.

During any ineligibility period**,** the athlete must remain a member in good standing of the team. He/she must follow all team rules and attend all practices, unless the coach gives permission to attend alternative programming such as conditioning or tutoring services.

Additionally, student-athletes that are deemed academically ineligible will not be allowed to travel with the team to away games.

ALC/ALP Students - Students enrolled in the ALC Program need to be making adequate progress towards receiving credit for the courses that they are enrolled in. Specific criteria will be determined by program directors and will be communicated with student-athletes, parents/guardians, and coaches.

Practices

- While there are a few sports with exceptions, all sports should be practicing or playing games a minimum of five days per week. Practices are expected to go from 3:30-5:45pm. All coaches are expected to remain at the school and supervise until the final student-athlete has left the building. If you wish to practice or play at an unusual time or in a place that is different from usual, you may need to make facilities requests to your school. NO SPORTS are allowed to practice or play on SUNDAYS and ALL practices must be complete by 5:45 pm on Wednesday evenings.
- Practices may be scheduled during vacations.
- Students should not attend morning practices prior to school unless they are well enough to attend morning classes.
- In the event school is released early due to inclement weather or other emergencies, there shall be no after school activities. School facilities will be closed. Any exceptions must be made by school administration. (See E-Learning policy)

E-Learning Policy

- In the event of school being canceled and students being dismissed early, all after school activities will be canceled. E-Learning Days due to severe weather are the same as bad weather days and all activities will be canceled. However, in the event that there are significant changes in conditions that allow all students from both districts to participate, administration from both districts will re-evaluate the situation. Determinations will be made on a case-by-case basis. Factors include, but are not limited to: future weather forecast, travel destination, road conditions, post season implications, etc.
- When weather conditions present possible danger, the final decision to travel will be made by the Athletic Directors and Superintendents with input from transportation staff, coaches, directors, and advisors as appropriate.

Appendix:

Supplemental Forms Needed to be added to Appendices:

- Activity Director job description
- Coaches Job description
- Cheerleader advisor Job description
- Thunderbird Fundraising Permission Form
- Uniform Quote Request
- Uniform Cycle
- Overnight Trip Request Form
- Rate Guide
- Thunderbird Activities Budget
- MSHSL Official Handbook 400.00 Administration of Athletic Program Bylaws
- MSHSL Bylaw 403.00 Cooperative Sponsorship of an Activity
- Behavior Expectations.doc
- Social Media Policy

Thunderbird Activities Director
JOB DESCRIPTION

Job Title: Activities Director **Department/Location: Waubun**

Accountability: Principal **Date: January 2016, March 2016**

Reviewed: _____ **Date: _____**
(Employee)

Reviewed: _____ **Date: _____**
(Principal)

Approval: _____ **Date: _____**
(Superintendent)

JOB SUMMARY: Is responsible for providing coordination and supervision for all K-12 school extra-curricular activities, assists in developing the school calendar, as well as ensuring public information releases. Is responsible for developing and coordinating information as it relates to students, staff, programs, personnel, facilities, time, philosophy and program evaluation in conjunction with the Activities Committee.

Assignment: Certified

MAJOR AREAS OF ACCOUNTABILITY:
Job Duties:

A. Coordinates the activities of coaches, activity advisors and other personnel involved in K-12 school activities.
B. Recommends the selection (and dismissal) of coaches/advisors.
C. Coordinates the hiring of contest officials and workers as well as serving as host for home contests and tournaments.
D. Supervises all home events and contests.
E. Evaluates all activity programs and personnel.
F. Organizes and schedules all athletic contests and practice sessions. Responsible for organizing District participation in all tournaments at the Conference, District and Regional level. Arranges for the appropriate facilities, meals, transportation, laundry and maintenance needs for all athletic groups.
G. Assist coaches/advisors with needs or problems and concerns relating to their activity.
H. Responsible to ensure publicity is being carried out by the coaches, for parent information and encouraging student participation in the school's activity programs. Organizes the distribution of informative materials to the entire coaching staff.
I. Actively participates in the Activities Committee, serve on committees that will further activities within the school and school community relations. Participate in workshops, clinics, etc., that assist in keeping staff up to date. Actively participates in school and community fund raising projects.

J. Fosters good school-community relations by keeping the community aware of and responsive to the school's activities and educational programs; and coordinates the development and maintenance of the activities calendar.
K. Write, develop and insure coverage of school events by printing of brochures and leaflets featuring school programs and activities; articles that will promote recognition of staff, students and educational achievements.
L. Performs other duties as assigned.

Skills and abilities required to perform multiple tasks with a potential need to upgrade skills in order to meet changing job conditions.

A. Knowledge of the Minnesota State High School League rules (MSHSL)
B. Ability to administer and ensure compliance of MSHSL.
C. Knowledge of core principles in coaching philosophy.
D. Ability to implement board policies.
E. Ability to collaborate with staff, students, parents and the community.
F. Ability in oral and written communication skills.
G. Ability to interpersonal skills using tact, patience and courtesy.
H. Ability to multitask.
I. Initiative
J. Reliability

Working Environment:

A. While performing the duties of this job, the employee is frequently required to sit, move about, hear and speak.
B. The employee must routinely lift and carry materials weighing up to 50 pounds.
C. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.
D. While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals. It may be expected that the individual could be exposed to blood or other potentially infectious materials during the course of their duties. The noise level in the work environment is usually moderate but can be loud on occasion.
E. The employee may be exposed to infectious disease as carried by students, exposed to student noise and learning resource noise levels, may sit or stand for longer than 2 hours at a time, may lift objects repeatedly, and may undertake repeated motions.
F. The employee may be required to travel in school owned or leased vehicles while supervising and assisting students.
G. The demands of an extended workday (dances, games/events, etc.) require a high level of physical endurance.

MINIMUM QUALIFICATIONS:

Education:

A. Current Minnesota licensure as a teacher.

Experience:

A. Three to five years in the education field.

B. Prefer 1 year experience in a leadership role.

This description describes the general nature and work expected of an individual assigned to this position. Employees may be required to perform other job-related duties as requested by their supervisor. All requirements are subject to possible modification to reasonably accommodate individuals with a disability. EEO Employer.

CLASSIFICATION: Extra-Curricular 4.2

POSITION TITLE: **COACH/ACTIVITIES ADVISOR**

WORKING RELATIONSHIP:
Type of Authority: Staff
Immediate Supervisor: MSHSL Activities Director
Consults with: Administrators, teachers, other coaches, students and parents.

JOB SUMMARY: *To participate as a member of the coaching staff in directing MSHSL activities with reference to the philosophy and objectives of the School programs.*

QUALIFICATIONS: *Current Licensure for varsity level activities*.

DUTIES AND RESPONSIBILITIES:

1. Prepare and submit a closing inventory for all uniforms and equipment for a particular MSHSL activity.
2. Submit requisitions to the activity director for all supplies, equipment, etc. as needed.
3. Issue equipment and supplies to activity members and collect school equipment at the end of the season, making sure that equipment is properly cared for during the season.
4. Care for school building by opening doors and being on hand to supervise students; closing and securing building at the conclusion of its use.
5. Acting as scout when requested.
6. Supervise squad at all times including all scheduled contests, practice sessions, time in locker room, and on trips out of town.
7. Inspect locker room, music room, stage, etc. following activity or practice to make sure it is in proper order.
8. Assist in the preparation of fields and other areas for competition and practices as may be required.
9. Inform newspapers, radio stations, TV stations, and websites of results of activity contests.
10. Consult with activities director in making transportation arrangements for interscholastic contests.
11. Award MSHSL letters and other types of recognition to activity members based on predetermined criteria.
12. Assume responsibility to ensure that all students participating in a particular MSHSL activity (esp. football) have the proper protective equipment prior to the beginning of practice sessions.
13. Submit to the high school principal and A.D. a copy of the criteria and procedure used for awarding MSHSL letters prior to the beginning of the activity on a yearly basis.
14. Inform participants at the beginning of the season the requirements for earning a letter in that activity.
15. Obtain a list of students from the activity director, who have fulfilled the student eligibility requirements, prior to the beginning of each MSHSL activity season.
16. Work with the activities director, high school principal and Booster Club in coordinating awards night activities.
17. Perform other duties as may be required by the activities director and high school principal.

4.6

CLASSIFICATION: Extracurricular

POSITION TITLE: **CHEERLEADER ADVISOR**

WORKING RELATIONSHIP:
Type of Authority: Staff
Immediate supervisor: High School Principal
Supervises: Students
Consults with: Principals, MSHSL Activities *Director, Superintendent, Teachers, Parents, and Students*.

JOB SUMMARY: *To supervise cheerleader activities.*

QUALIFICATIONS: *Teaching license or community representative*

DUTIES AND RESPONSIBILITIES:

1. Supervise all squad practices and assist cheerleaders in learning and executing cheers. A minimum of one (1) practice session per week will be conducted for each squad.
2. Help select and order cheerleader outfits for each squad as per local MSHSL handbook.
3. Is responsible to develop and maintain "Cheerleader Rules" approved by and on file with the high school principal. “Cheerleader Rules” becomes part of the A.D. manual.
4. Develop and implement an equitable procedure to select individuals for the cheerleader squad. (Hand in hard copy to principal and A.D.)
5. Attend at least half of all home games and some away games.
6. Serve as chaperone for the cheerleaders at local tournaments or make arrangements with another staff member.
7. Work with students in developing and supervising pep fests, homecoming activities, and spirit items (i.e. locker “pin ups” and posters.)
8. Promote good sportsmanship.
9. Consults with MSHSL Activities Director for support and direction.
10. Plans and supervises parent's night activities for each sport.
11. Perform other duties as assigned by the high school principal.

Thunderbird Coop
Fundraising Permission Form

Name of Group: _____ **Date:** _____

Advisor/Coach: _____

Type of Fundraiser: (Check One)
☐ Merchandise Sales ☐ Community Sponsored Event*** _____ (Community Partner)
☐ Food Sales/Meal*** ☐ Raffle – Split the Pot
☐ *Raffle – Chances for Prizes ☐ Other_____

Purpose of Fundraising Activity: _____

_____

_____

_____

Date(s) of Activity: From: _____ To: _____ **Location of Event:** _____

Describe what the group will be selling or doing: _____

_____

_____

_____

☐ **Approved:** ☐ **Denied**

Reason for Denial: _____

_____ _____
Principal **Signature** **Date**

_____ _____
Superintendent Signature
Date

_____ _____
Superintendent Signature
Date

*Raffle: Raffle tickets can only be for sold for a chance to be drawn for prizes. No betting or "boards" are allowed on school property.

**Winning – All Raffle tickets and winner names must be collected and submitted to the District office immediately following the event. (See Charity Raffle Permit Accountability form.

*** A Community Club or Organization can sponsor an event of behalf of a School/Student Activity, using their own gambling license and holding it at a place off school site. The proceeds from the event must come in the form of a donation from the community sponsor.

**** Food sold for fundraisers during school hours must meet the Smart Snack Guidelines. Please see the Food Service Coordinator for clarification.

Raffle board means a placard or other device marked off in a grid or columns with up to 200 squares whereby participants in the raffle write their names to indicate entry. Each section contains a hidden number or numbers, or other symbol, which determines the winning chances and may only be played for non-cash prizes.

A sports-themed raffle board is a board, placard, or other device that contains a grid of predestinated numbers for which the winning numbers are determined in whole or in part by the numerical outcome of one or more professional sporting events. (Illegal gambling)

Uniform Quote Request

Name Of Activity: _____ Date: _____

Advisor/Coach: _____

Date Of request for quotes: _____
2 or more quotes must be requested:
Name of Vendor: _____
Name of Vendor: _____
Name of Vendor: _____
Name of Vendor: _____
Quote request: Send to vendors with specifications for uniforms

_____
_____
_____
_____
_____
_____
_____
_____
_____

Complete lower portion after receiving quotes with price sheets and pictures to submit to Business Manager. Business Office will prepare PO and submit order.

Vendor Selected: _____ Reason for selection: _____
_____
_____
_____
_____
_____

Budget: _____

Submitted by Coach: _____ Date: _____

Host District for this purchase: _____

Activities Director: _____

Activities Director: _____

Superintendent: _____

Superintendent: _____

Mahnomen/Waubun Thunderbird Uniform Rotation
Updated 2025

2017-2018	**Everything except fall sports/activities**
2018-2019	**Volleyball, Football**
2019-2020	**Boys BB, Girls BB**
2020-2021	
2021-2022	**Baseball, Softball, Boys & JH Basketball, Dance**
2022-2023	**Cheer, Wrestling**
2023-2024	**Volleyball**
2024-2025	**Girls BB**
2025-2026	**Baseball, Softball, Girls Track**
2026-2027	**Boys Basketball, Boys Track**
2027-2028	**Wrestling, Cheer, Dance**
2028-2029	**Volleyball, Football**
2029-2030	**Girls BB**
Football & Track will buy fill in uniforms as needed	

Overnight trip request

Name Of Activity: _____ Date: _____

Advisor/Coach: _____

Date Of Activity: _____ **Place:** _____

Purpose of Activity:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Of students attending trip: _____

#Chaperones_____

Funding for this trip:

_____

_____

_____

_____

_____

_____

Hotel:

_____

Submitted by: _____ **Date:** _____

Activities Director/Principal approval:

_____

Superintendent approval:

_____ **Date of Board Approval:**_____

Superintendent approval:

_____ **Date of Board Approval:**_____

Position	Rate of Pay	Per/Stipend	Comments
Athletic Event Related			
Gate Workers	60.00	*Event	*Typically 2 people (4 for Football (2 gates))
Clock	60.00	*Event	*Event=Sub-Varsity through Varsity Game
Libero Tracking (VB)	60.00	*Event	*Event=Sub-Varsity through Varsity Game
Book / Score Keeper	60.00	*Event	*Event=Sub-Varsity through Varsity Game
Announcer	60.00	*Event	*Event=Sub-Varsity through Varsity Game
Event Supervision	100.00	*Event	
JH Officials	85.00	*Event	*Event=7+8 game (if applicable)
JV Officials C Team Officials	85.00 85.00	*Event *Game (if 2 games)	*Same official for C/JV=120.00 *When no option for 2nd game=70.00
Speech Judge	60.00	*Event	*May differ based on local organizations
Fall Laundry	1,000.00	Stipend	
Winter Laundry	1,000.00	Stipend	
Bus Driver - For Shuttle Routes	25.00	Hour	
Coach Windshield Time- Co-op Activities (added:'26-'27)	$25.00	Hour	Paid at a rate of $25/hour in 15-minute increments for approved travel of 15 miles or more
**Contracted Bus Drivers are paid according to Contracted Rates			
			*For Waubun Site
Rates per Mile chargebacks-When using District Vehicles for Co-op			
	Rate/Mile		
Car, Van or Suburban	0.535	Federal IRS Rate of Reimb.	
Mid Bus	1.25	??	
Full Size District Owed School Bus	2.00	??	

Event Staff / Officials Pay

- Tournament rates may differ.
- If local officials are not available to officiate sub-varsity events, Activities Directors will utilize area official organizations. In these cases, payment is subject to organization fees and/or discretion of the Activities Director.
- Activities Director may exercise discretion in pay rates in certain circumstances as approved by administration.

CO-OP Athletic Budget Guideline

Sport	Coaching Positions (Sal/Ben)	Ref Fees/ Other Fees	Travel - Tourney/Bussing	Supplies	Uniforms	Total	**Notes
Football						0	
Football Cheer						0	
Volleyball						0	
Girls Basketball						0	
Boys Basketball						0	
Wrestling						0	
Danceline						0	
Baseball						0	
Girls Softball						0	
B & G Track						0	
B & G Golf						0	
Speech						0	
				Total Co-Op Budget		0	

400.00

ADMINISTRATION OF ATHLETIC PROGRAM BYLAWS

Purpose: The following bylaws are intended to provide direction and assistance in the administration of League-sponsored activities.

Bylaw		Page
401.00	Cheerleading	60
402.00	Contest Rules	60
403.00	Cooperative Sponsorship of an Activity by Two or More Member Schools	60
404.00	Local Control	62
405.00	Minimum Requirements for Participation in League-Sponsored Tournaments	62
406.00	Physical Development Programs	62
407.00	Protests Against Decisions of Contest Officials	63
408.00	Reporting Violations of League Bylaws	63
409.00	Responsibility for Teams, Students and Spectators	63
410.00	Sanctions	64
411.00	Scheduling of Contests	64
412.00	Sponsored Activities	67
413.00	Game Officials	68
Board Policies		**69**
Minnesota Statutes		**76**

The most current version of the Official Handbook is always posted on the League website — www.MSHSL.org.

400.00 BYLAWS:
ADMINISTRATION OF ATHLETIC PROGRAMS

BYLAW 401.00 CHEERLEADING

Cheerleaders will be required to qualify under the following eligibility bylaws: Age, 101.00; Credit Requirements, 103.00; Enrollment, 104.00; Physical Examination, 107.00; Seasons, 109.00; Semesters, 110.00 and Chemical, 205.00.

BYLAW 402.00 CONTEST RULES

The following rules, except as modified by the League, shall govern all interschool competition in the respective sport or activity. League rule modifications are printed in the current Athletic Rules and Policies Manual in the section designated for each activity. The Rules and Policies Manual is available on the League website. Under "Activities" select desired sport, scroll down the page and then under Resources select Rules and Policies.

1. National Federation Rules Books:
   Baseball Basketball Cheerleading (Spirit) Lacrosse, Boys' Cross Country Running Soccer Football Softball, Girls' Fast-Pitch Gymnastics, Girls Swimming and Diving Hockey Track and Field Volleyball, Girls' Wrestling
2. Sport Association Rules Books:

   Badminton, Girls' .....United States Badminton Association's Official Rules of Play and Court Officials Handbook

   Golf .....United States Golf Association

   Tennis.....United States Tennis Association

   Lacrosse, Girls'.....US Lacrosse endorsed by the NFHS

   Skiing .....Federation International de Ski & National Collegiate Athletic Association

   Synchronized Swimming, Girls'...United States Synchronized Swimming Association as modified and approved by the League Board of Directors

3. Dance Team .....Competition rules as adapted by the League Board of Directors
4. Adapted Bowling.....Competition rules as adapted by the League Board of Directors

BYLAW 403.00
COOPERATIVE SPONSORSHIP OF AN ACTIVITY BY TWO OR

MORE MEMBER SCHOOLS

1. Cooperative sponsorship of an activity by two or more member schools will be considered under the following conditions. Class A and Class AA refers to the school size for placement into Administrative Regions and does not refer to the tournament classification to which a school may be assigned for a particular sport. For purposes of administering this bylaw, the largest 128 schools shall be Class AA, and the rest of the schools shall be Class A.

   A. When any member school cooperatively sponsors an activity with any other member school(s), 100% of the total enrollment of the largest member school in the co-op and 50% of the enrollment of the other member school(s) in the co-op school be combined to determine the appropriate competitive classification.

   Cooperative sponsorship between two or more member schools.

   MSHSL Sponsored Activities:

   Badminton, Girls'
   Baseball
   Basketball, B/G
   Bowling, Adapted
   Cross Country Running, B/G
   Debate
   Dance Team, Girls'
   Golf, B/G
   Gymnastics, Girls'
   Floor Hockey, Adapted
   Football
   Hockey, B/G
   Lacrosse, B/G
   Music
   One Act Play
   Skiing, Alpine, B/G
   Skiing, Nordic Ski Racing, B/G
   Speech
   Soccer, B/G
   Soccer, Adapted
   Softball, Adapted
   Softball, Girls' Fast-Pitch
   Swimming and Diving, B/G
   Synchronized Swimming, Girls'
   Tennis, B/G
   Track and Field B/G
   Visual Arts
   Volleyball, Girls'
   Wrestling

2. **Newly formed Cooperative Sponsorships**

   A. Each school that wishes to cooperatively sponsor an MSHSL activity must provide:

      1) the documented need for the co-op.
      2) a summary of the steps each school has taken to promote participation in the activity for which a cooperative sponsorship is proposed.
      3) a written review and comment regarding the proposed cooperative sponsorship from:
         a) the AD of each member school of the conference/conferences in which the proposed cooperative sponsorship school(s) participates.
         b) the AD of each school in the most current competitive section or subsection in which the proposed cooperative sponsorship will participate.
         c) the Secretary of the Region Committee in which the largest school in the proposed cooperative sponsorship competes as reviewed at a Region Committee meeting OR by contacting the Region Committee members, individually, for their response.

         In each instance in letters a-c above, a simple majority of the schools in the conference, section(s) and the Region Committee must approve the proposed cooperatively sponsored activity before any of the required information can be submitted to the MSHSL office.
      4) a completed copy of the most current Student Interest Survey of the Interscholastic Athletic Activities as found on the MSHSL website from each school in the proposed cooperative sponsorship.
      5) any other information as may be deemed informative for the MSHSL Board of Directors in making a final determination regarding the proposed cooperative sponsorship.

   B. Appeal to Add a Cooperative Sponsorship:

      The League Board of Directors will provide a hearing process for any member school requesting an exception to any cooperative sponsorship not approved per MSHSL Bylaw 403.2.A or 403.4.B. The request for a hearing shall be submitted in writing and sent to the Executive Director of the Minnesota State High School League prior to the first day of that sport season.

   C. Appeal to Review an Existing Cooperative Sponsorship:

      Prior to every two-year competitive placement cycle, any conference or school(s) within the section in which members of the cooperative sponsorship competes can request a review of any existing cooperative sponsorship to the Executive Director of the MSHSL provided that the reason for the request fully details why the Board of Directors should consider such review of the cooperative sponsorship.

3. **Cooperative Sponsorship with Charter Schools (Non-Exclusive Cooperative Sponsorship)**

   Charter schools who are members of the Minnesota State High School League and who are organized as prescribed by M.S. 124E.03 may have multiple non-exclusive cooperative sponsorships in the same League-sponsored activity with public schools provided that:

   A. The Charter School does not have its own team in that activity;

   B. The Charter School student(s) return(s) to the public school in the attendance area of the public school where the student(s) officially resides with his/her parent(s) or guardian(s);

   C. The Charter Schools, on behalf of the student(s) officially enrolled in the Charter School, comply with all of the eligibility and financial requirements prescribed by the public school in the attendance area where the student(s) officially resides with his/her parent(s) or guardian(s).

   D. The boards of education of the public school(s) and the Charter School agree to cooperatively sponsor the activity and complete the required League cooperative sponsorship form(s).

4. **Application Procedure**

A. Each member school participating in a cooperative sponsorship must register and pay as an individual school to participate in each cooperatively sponsored activity.

B. The governing boards of participating member schools must jointly make the application to the League Board of Directors.

1) The request must include a resolution adopted by each board of education stating the purpose for sponsoring a joint team or activity.

2) Each application for a cooperative sponsorship must include a review and comments as identified in 403.2.A.

3) Deadline for Application: Requests for a cooperative sponsorship must be submitted to the League not later than 30 days prior to the first day of practice for that sport season to be considered for that sport season. Decisions for applications for cooperative sponsorship activities will be determined by the League at the next Board of Directors meeting.

C. Cooperative sponsorship agreements must be for a minimum of two years. Cooperative sponsorship agreements will be continuous following the first two-year agreement unless an application for dissolution is submitted as outlined in MSHSL Bylaw 403.8.

D. Any member school(s) who add a co-op later than 30 days prior to the first day of practice in that sport may request the Board of Directors to review the request as identified in 403.2.B.

5. **Transfers Between Schools with Cooperative Programs**
When a student transfers from one school to another school that cooperatively sponsor a program or programs the student shall remain fully eligible in all programs that are cooperatively sponsored. MSHSL Bylaw 111—Transfer and Residence, shall be used to determine the student's eligibility for the programs that are not cooperatively sponsored.

6. **Home Schools and Charter Schools**
Home schools and Charter schools joining the League and entering into cooperative sponsorship agreements after September 1 will be allowed a late registration provided they can show evidence from their local school administration that they had no knowledge of the League deadline dates, process, etc.

7. **Identification of Cooperatively Sponsored Teams**
The official school identification in tournament programs and press releases for cooperatively sponsored teams will be listed as indicated on the cooperative sponsorship resolutions submitted by the schools.

8. **Reviewing, Amending, Dissolving a Cooperative Sponsorship**

A. Cooperative Sponsorship agreements must be reviewed by representatives from all schools involved every two years. Amendments to the cooperative sponsorship may not be unreasonably denied by the participating schools.

B. If either or any of the schools involved in the cooperative sponsorship wish to dissolve the agreement, they may do so provided a minimum of one year's notice is given to the other school(s) unless the schools involved mutually agree to discontinue the cooperative sponsorship agreement.

C. Requests to dissolve the cooperative sponsorship must be submitted to the League not later than the first day of practice for that sport season. Decisions on all applications will be determined by the League at the next Board of Directors meeting.

D. The dissolution request must include a resolution stating the purpose for dissolving the cooperative sponsorship. E.

Any conference or competitive section school(s) in which the members of the cooperative sponsorship activity competes may ask the MSHSL Board of Directors to review the co-op approval as identified in 403.2.C.

F. The Board of Directors may establish a committee to review all requests.

BYLAW 403.00 INTERPRETATION

Q. What procedure should be followed when an additional school is to be added to an existing cooperative sponsorship agreement?

A. Cooperative sponsorship is an agreement between two or more member schools. When a third or fourth school is to be added to an existing cooperative sponsorship agreement, a new application must be submitted on behalf of all of the schools that are going to be involved in the new agreement. At the same time application for dissolution should be submitted for the existing agreement.

BYLAW 404.00 LOCAL CONTROL

Member schools may, if they so desire, prescribe eligibility bylaws that are more restrictive than those of the League. They may not adopt bylaws which lessen the effect of or change League bylaws except as noted in 302.00

BYLAW 405.00

MINIMUM REQUIREMENTS FOR PARTICIPATION IN LEAGUE-SPONSORED TOURNAMENTS

Team: A member school must schedule a minimum of three interscholastic varsity games, meets or matches to qualify for League-sponsored tournament participation in that sport.

Individual: Nordic and Alpine skiers must compete in at least three separate high school meets to be eligible to enter section competition.

BYLAW 406.00 PHYSICAL DEVELOPMENT PROGRAMS

Group and individual physical development programs open to all students between the close of one season and the opening of the next season are encouraged. The use of high school gymnasiums and other athletic facilities during the same period is also encouraged. Coaching of sport techniques and skills to students who have participated on high school teams is a violation of the bylaws and should not be included in a program which emphasizes physical development rather than skills and techniques of specific sports. Chalk talks/"skull sessions" emphasizing sport skills and techniques are a violation of the bylaw. There shall be no requirement for athletes to participate in the program as a criteria for being on a high school team. Activities conducted by secondary students and sanctioned camps or clinics are exceptions to this bylaw.

BYLAW 407.00 PROTESTS AGAINST DECISIONS OF CONTEST OFFICIALS

1. Protests against decisions of contest officials will not be honored.
   A. League officials will render an interpretation to all parties involved as to the proper application of contest rules in cases protested if the complete facts are presented, in writing, to the League office. Such interpretations, however, will not alter the outcome of the contest. The decisions of contest officials are final.
   B. It is recognized that errors interpretations and application of bylaws and in judgment situations are inevitable. However, the orderly and sportsmanlike conduct of high school activities requires that officials' decisions must be honored and be final.
   C. Video recordings will not be used to overrule an official's decision or change the outcome of the game, meet or contest.
2. It is strongly recommended that contest officials be agreed upon well ahead of the date for all duel and tournament contests. School officials are expected to employ the best-qualified contest officials available and to place the operation of the contest entirely in their hands. Contest officials include referees, umpires, judges, timers, scorers and others responsible for the direct operation of a contest.

BYLAW 408.00 REPORTING VIOLATIONS OF LEAGUE BYLAWS

1. Any protests against a member school for violation of League bylaws shall be made in writing to League officials. The protest shall:
   A. be made within 24 hours after receipt of information, and;
   B. set forth the known facts, sources of information, witnesses and the time such data became known.
   Failure to make the report as required will not relieve the offending school of its responsibility. Such negligence may jeopardize the standing of the official and or the school for withholding evidence.
2. League officials shall make an immediate report of the information received to the superintendent or principal of the school in which a violation is suspected.
3. If there is insufficient time to complete an official investigation and to rule on it prior to the next contest or contests, the students) may participate subject to the condition that the full penalty of the bylaw will apply to such contests and to the student(s) if the charges are substantiated. The school must determine who is responsible for the violation and censure the responsible party or apply other administrative sanctions as may be appropriate. The school must notify the League of its action.
4. Nothing in this section may be considered as voiding the responsibility and duty of League officials to investigate the eligibility of students or violation of bylaws received in an unofficial or less official form.

BYLAW 409.00 RESPONSIBILITY FOR PARTICIPATING TEAMS, STUDENTS AND SPECTATORS

1. **Faculty Representative**
   Contesting teams or individual contestants shall be accompanied by a member of a school's administration, faculty or coaching staff. The school representative shall be responsible to act on behalf of the member school.
2. **Conduct of Teams, Students and Spectators**
   School officials shall be held responsible for the proper conduct of teams, team members, students and home spectators regardless of where the contest is being held.
3. **School Responsibility to Inform and Enforce League Bylaws**
   The member school has a responsibility to educate student-athletes, coaches, and other appropriate persons on League bylaws and policies that could affect their participation in League sponsored activities. Further, the member school should monitor its compliance with League eligibility requirements.

BYLAW 409.00 INTERPRETATION

Q. What action should be taken if the coach of a school team who is the only coach present at a contest, is ejected from the contest and removed from the immediate playing area?

A. With no remaining coach present, the school may not continue to participate. The contest should be terminated and forfeited to the opponent, and a Special Report should be filed with the League by the officials involved.

BYLAW 410.00 SANCTIONS

Cross Reference: 400 Bylaws Board Policies (Sanctions Out-of-State)

1. **Intrastate Tournaments and Multiple Meets:**

   No sanction form is required. The administrator of the tournament or multiple dual meet shall be responsible for adherence to the limitations and requirements as listed in MSHSL Bylaw 413.

2. **Interstate Tournaments and Multiple Meets**

   Sanctions must be secured for the following interstate tournaments and dual meet contests. A.

   Interstate dual contests requiring more than 600 miles round trip travel.

   B. All interstate tournaments or contests in which three or more teams participate in team sport activities (i.e., basketball, volleyball, hockey, wrestling, soccer, lacrosse, softball and baseball).

   C. All interstate tournaments or contests in which five or more schools participate in track, tennis, golf, cross country, gymnastics, swimming, synchronized swimming and skiing unless both of the following conditions exist:

      1) participants are all Minnesota schools or members of another state high school athletic association affiliated with the National Federation of State High School Associations, and no more than one is not a member of a state league affiliated with the NFHS; and

      2) only teams of a conference or within a radius of 100 miles of the site participate.

3. **Limitations and Requirements for Intrastate/Interstate Tournaments and Multiple Meets**

   The Board of Directors has the authority to establish policies for intrastate/interstate tournaments and multiple meets. The following minimum conditions will apply:

   A. Contests must be sponsored by or be under the control of:

      1) a member school of the League,

      2) a college or university,

      3) a high school that is a member of another state high school athletic association affiliated with the National Federation of State High School Associations, or

      4) a member of a recognized High School Athletic Association. B.

   All participants must be:

      1) members of the League and or

      2) members of a recognized High School Athletic Association.

   C. There are no limitations to the number of participating teams for intrastate tournaments, or interstate tournaments, which are scheduled in a bordering state — Wisconsin, Iowa, North Dakota, South Dakota — and the adjacent Canadian provinces of Manitoba and Ontario.

   D. Interstate tournaments scheduled in all other states and Canadian provinces are ***limited to four teams***.

4. **Procedure for Securing Interstate Sanctions**

   The sponsoring school must request and complete sanction forms and return to the League office a minimum of 30 days before the contest.

BYLAW 411.00 SCHEDULING OF CONTESTS

1. All contests in which member schools participate shall be scheduled and arranged by the official representative of the schools concerned. Contests may be scheduled and played only when all of the Bylaws of the League are observed.
2. Member schools may schedule contests with non-member schools, provided that:
   A. The non-member school follows all of the eligibility guidelines and bylaws of the state high school athletic/activity association in the state where the school is located; and
   B. The state high school athletic/activity association is a member of the National Federation of State High School Associations and offers the athletic activity as one of the state association's official list of competitive activities; and
   C. The participation by the non-member school has been approved for competition by that state high school athletic/activity association and the MSHSL.
3. All contests in which member schools participate shall be covered by a contract signed by the official representative of the schools involved. Such contracts may be canceled only:
   A. by written mutual consent of the official representatives of the school parties to the contract;
   B. by written approval of the Region Committee or Board of Directors respectively for subsection, section and state contests.
4. Member schools shall not:
   A. schedule or play contests with schools under suspension from League membership (violation of this bylaw is sufficient grounds for suspension of the offending school from League membership),
   B. schedule or participate in games with any "all-star" team or teams,
   C. schedule or play a preliminary game to a professional contest,
   D. schedule or participate in a contest, game or meet following the state tournament in that sport,
   E. schedule a game or practice on Sunday, (dance team and cheerleading may request an exception to the policy to perform at a national event),
   F. schedule their J.V. or B-squad to participate in a game, meet or tournament against another school's varsity

unless all participating schools count that contest/tournament as one of the total allowed varsity contests,

G. engage in any meet or meets, training, practice or other activities between the end of the season and the opening of the next season in that sport.

5. Precinct Caucus Day

Games, meets or contests are not to be played after 6:00 p.m. on Precinct Caucus Day. Precinct Caucus Day is established as the first Tuesday in February in all even-numbered years.

6. Election Day

Public secondary schools. Except for regularly scheduled classes, public secondary schools, located in the political subdivision in which an election is held, may not hold a school sponsored event between 6:00 p.m. and 8:00 p.m. on the day that an election is held. National, state and local elections apply equally.

A. "regularly scheduled" election is one which:

1) is a primary election; or
2) is a general election; or
3) is a township election.

B. NOT included in the above is an election which:

1) is a special election; or
2) is a postponed election; or
3) is an election whose date is difficult to anticipate.

7. Sundays and Legal Holidays

A. Sundays: League bylaws prevent the scheduling of practice, games, meetings, pictures or scrimmages on a Sunday for all League-sponsored activities including dance team and cheerleading.

B. Legal Holidays: League bylaws do not prevent scheduling games on a legal holiday; however, the Board discourages schools from scheduling games on legal holidays and withholds sanctions for those events requiring a sanction.

8. Jamborees

A. All Jamborees may be conducted following five separate complete days of organized practice. Participation in a jamboree will not count as a game or match.

B. Basketball, football, hockey, lacrosse, girls' volleyball: Each participating team is limited to a maximum of one- half of the length of a regulation contest. It is strongly recommended that all squad members have an opportunity to participate.

C. Wrestling: Each individual contestant will be limited to one two-minute match (period).

9. Lightning/Threatening Weather

When weather conditions present a threat to the safety of participants and spectators, the host school superintendent or his/her designee has the authority to postpone or suspend the contest. The policies for each sport would determine whether and how the contest would be resumed.

10. Definitions:

A. End of the Week:

Thursday shall be defined as being the end of the week for purposes of scheduling the first game of any sport season. Contests can be scheduled for that Thursday.

B. Practices Required Before Game:

This bylaw does not apply to an individual athlete but is a team requirement. Obviously there should be great concern in deviating from the team policy for individuals. This is a health and safety regulation and compromise on it could raise serious questions should an injury be associated with inadequate conditioning or training.

C. End of Season:

1) Student Participation on a Non-School Team While the Season is Still in Progress:
   a) The season shall end when the student or the student's team has been eliminated from further participation in a League tournament series.
   b) Students who have been eliminated from further participation in a League tournament series may participate as an individual or as a member of a non-school team in that sport.

2) School Team Practice and Competition

The "end of season" shall be defined to be the last date of the state tournament in that sport.

a) Schools may continue to conduct practice and training for all squad members, including the students who have been eliminated from further individual competition in a League-sponsored series, until completion of the state tournament conducted by the League in that activity.

b) Dual contests may be scheduled after the start of the official League tournament series providing the school does not exceed the maximum number of games/matches/meets permitted in that activity.

D. Practice:

Practice shall be defined as sport-specific training and instruction involving students from your school and the approved coaches and instructors from your school.

E. Contest:

Any event involving two or more schools as identified in the MSHSL-approved sport-specific rules book and which follow the MSHSL rules, policies and Bylaws. All contests will count as one toward the maximum number of games allowed during that sport season.

F. Inter-School Scrimmage:

Any sport-specific training, instruction or interaction that involves members of your high school program with individuals or students who are not members of your high school program and who are not students at your school.

The intent of the scrimmage rule has always been to allow interscholastic scrimmages. By definition, an interscholastic scrimmage involves high school students only. Scrimmages or practices with college, community college or other non-school programs are not allowed.

Each athletic program is allowed three calendar dates to hold three days of scrimmages or two days of scrimmages and one jamboree day.

Schools participating in scrimmages:

- MAY—use a time clock in order to approximate certain game situations during which coaches may want to give instruction to their athletes.
- MAY NOT—participate in sessions that approximate or equal actual game conditions. For example, a hockey scrimmage cannot have three, seventeen minute periods.
- MAY—use officials.
- MAY NOT—use a scoreboard or other device to keep score or show points scored.
- MAY NOT—keep an official or unofficial score.
- MAY NOT—keep an official or unofficial scorebook.
- MAY—use practice jerseys.
- MAY NOT—use game uniforms or any other school identifying apparel.
- MAY NOT—advertise or promote the scrimmages.
- MAY NOT—charge admission of any kind, or accept free will donations. G.

G. G. Alumni Participation in Practice:

1) Alumni from your school may participate in your school's sport-specific practices and not count against one of your three allowable scrimmage dates.

2) All alumni practice participation must be approved in advance by the athletic director. **MSHSL catastrophic insurance will not cover any participation that involves current students from your school and alumni from your school.**

3) An Alumni game, if not played under the conditions described in F, must count toward the limit of games allowed.

H. Alumni Coaches:

All alumni or any other individuals who volunteer to assist with the coaching or instruction of student athletes at your school must be approved in advance by the athletic director and must be identified as volunteer assistant coaches for your school. Minnesota Statute 123B.03 subdivision 1, requires background checks for all individuals who provide athletic coach services for your programs.

Minnesota Statutes 2006, section 123B.03, subdivision 1, as amended by Laws 2008, chapter 75, section 1, is amended to read: *"Subdivision 1. **Background check required.** (a) A school hiring authority shall request a criminal history background check from the superintendent of the Bureau of Criminal Apprehension all individuals who are offered employment in a school and provide athletic coaching services or other extracurricular academic coaching services in a school regardless of whether any compensation is paid."*

I. Summer:

Summer shall be defined as the period from the Saturday following the Fourth Friday in May through Labor Day. Summer for the sport of Soccer shall be defined as the day following the Fourth Friday in May through the Sunday immediately prior to the official starting date of the MSHSL high school Soccer season. Note: Students may participate in activities during the summer, as defined above, even though their high school Sport season is in the same sport has begun, i.e. students may play tennis tournaments or participate in road races through Labor Day. Soccer is excluded from dual participation as defined above.

J. Shared Facilities:

Two or more schools sharing a facility for sport-specific training and instruction will be defined as a practice as long as there is no interaction between the students from each of the schools. For example, if two schools share a swimming pool, it will be a practice if school A trains in lanes 1-3 and school B trains in lanes 4-6.

BYLAW 411.00 INTERPRETATION

1. *Q. Is an alumni game counted as a scrimmage?*
   A. The information in Bylaw 411 clearly defines scrimmages and contests. Depending on how the participation with the Alumni is set up it will either be a practice or game. Scrimmaging against alumni does not count toward the three allowable calendar dates for scrimmages.
2. *Q. Can we use paid officials for a scrimmage?*
   A. Yes. Officials can be compensated at a rate mutually agreed upon by the official and the school.

BYLAW 412.00 SPONSORED ACTIVITIES

1. **Competitive Activities:**

Adapted Bowling
Adapted Hockey
Adapted Soccer
Adapted Softball
Baseball Basketball
Cross Country Running
Football
Lacrosse Golf
Hockey
Nordic Ski Racing
Alpine Skiing
Soccer
Swimming and Diving
Tennis
Track and Field
Wrestling
Girls' Badminton
Girls' Basketball
Girls' Cross Country Running
Girls' Dance Team* Girls' Golf
Girls' Gymnastics
Girls' Hockey
Girls' Lacrosse
Girls' Nordic Ski Racing
Girls' Alpine Skiing
Girls' Soccer
Girls' Fast-Pitch Softball
Girls' Swimming and Diving
Girls' Synchronized Swimming
Girls' Tennis
Girls' Track and Field
Girls' Volleyball

** Girls' Dance Team, in its current form, may not rise to the level of a gender equity activity for the purpose of Title IX. Schools may individually seek approval from the Minnesota Department of Education to have Girls' Dance Team programs recognized as a sport. (See Office of Civil Rights (OCR) Statement below)*

Competitive activities for students with disabilities, the number and type of activities along with modifications necessary to adapt the activities to the identified students, shall be the responsibility of the Board of Directors.

2. **Non-Competitive Activities:**
   Cheerleading

Office of Civil Rights (OCR) Statement: Determining whether an activity is a sport:

In determining whether an activity is a sport, OCR will consider on a case-by-case basis:

- *Whether selection for the team is based upon objective factors related primarily to athletic ability;*
- *Whether the activity is limited to a defined season;*
- *Whether the team prepares for and engages in competition in the same way as other teams in the athletic program with respect to coaching, recruitment, budget, try-outs and eligibility and length and number of practice sessions and competitive opportunities;*
- *Whether the activity is administered by the athletic department; and,*
- *Whether the primary purpose of the activity is athletic competition and not the support or promotion of other athletes.*

OCR may also consider other evidence relevant to the activity, which might demonstrate that it is part of an institution's athletic program. Such evidence that may be considered includes, but is not necessarily limited to, the following:

- *Whether organizations knowledgeable about the activity agree that it should be recognized as an athletic sport;*
- *Whether the activity is recognized as part of the interscholastic or intercollegiate athletic program by the athletic conference to which the institution belongs and by organized state and national interscholastic or intercollegiate athletic associations;*
- *Whether state, national and conference champions exist for the activity;*
- *Whether a state, national, or conference rule book or manual has been adopted for the activity;*

- *Whether there is a state, national, or conference regulation of competition officials along with standardized criteria upon which the competition may be judged; and,*
- *Whether participants in the activity/sport are eligible to receive scholarships and athletic awards (e.g. varsity awards).*

BYLAW 413.00 GAME OFFICIALS

1. The League may register officials for high school athletic contests and may adopt rules and regulations governing their qualifications for membership and advancement.
2. Use of Registered Officials:

   Registered officials shall be employed for all varsity-level interscholastic contests in:

   Baseball
   Basketball
   Dance Team
   Football
   Gymnastics, Girls'
   Hockey
   Hockey, Adapted Floor
   Lacrosse
   Soccer
   Soccer, Adapted
   Softball, Adapted
   Softball, Girls' Fast-Pitch
   Swimming and Diving
   Synchronized Swimming, Girls'
   Track and Field
   Volleyball, Girls'
   Wrestling

   When registered officials are not available, the Board of Directors may in case of emergency grant any member school a limited number of waivers. Unless a waiver is granted, only registered officials may work in a varsity contest.
3. Suspension of Officials:

   The Board of Directors may suspend the registration of any game official for a violation of the standards prescribed by the League or for conduct unbecoming high school athletics.

The number of registered officials for varsity level regular season contests:

Baseball	*Minimum: Umpire-in-chief (1) and one (1) field umpire.* *Optional: Umpire-in-chief (1) and two (2) or three (3) field umpires.*
Basketball	*Minimum: Referee (1) and an umpire (1). Recommended: Referee (1) and two (2) umpires.*
Dance Team, Girls'	*Routines in dual or triangular competitions must be judged by a minimum of two (2) judges, with one* *(1) Serving as the superior judge.* *Routines in competitions where there are four (4) teams or competitions with four (4) teams or less, where teams perform multiple times must have three (3) to five (5) judges, with one (1) serving as the superior judge.* *In competitions where there are five (5) or more teams/routines, there shall be a minimum of five (5)* *Judges, with seven (7) or more recommended. One (1) judge shall serve as the superior judge.*
Football	*Minimum: Four (4) official crew – referee, umpire, linesman and line judge.* *Recommended: Five (5) official crew – referee, umpire, linesman, line judge and back judge.*
Gymnastics, Girls'	*Minimum: Two (2) judges per event, one (1) a superior judge.* *During non-conference non MSHSL qualifying meets or tournaments and with the consent of all participating coaches, one (1) judge per event may be used.*
Hockey, Adapted Floor	*Minimum: Referee (1). Recommended: Two (2) referees. Optional: Two (2) referees and one (1)* *Linesman.*
Hockey	*Minimum: Two (2) official system consisting of two (2) referees.* *Recommended: Three (3) official system consisting of one (1) referee and two (2) assistant referees, two (2) referees and one (1) linesman, or one (1) referee and two (2) linesman.* *Optional: Four (4) official system consisting of two (2) referees and two (2) linesman.*
Lacrosse, Boys'	*Minimum: Two (2) officials. Recommended: Three (3) official system.*
Lacrosse, Girls'	*Minimum: Two (2) officials. Recommended: Three (3) official system.*
Soccer, Adapted	*Minimum: Referee (1). Recommended: Two (2) referees.*
Soccer	*Minimum: Two (2) official system – one (1) head referee and one (1) referee.* *Recommended: Three (3) official system – one (1) referee and two (2) assistant referees or the three* *(3) Whistle system.*
Softball, Adapted	*Minimum: Umpire (1). Recommended: Two (2) umpires.*

Softball, Girls'	*Minimum: Umpire-in-chief (1). Recommended: Umpire-in-chief (1) and one (1) field umpire. Optional: Umpire-in-chief (1) and two (2) or three (3) field umpires.*
Swimming and Diving	*Minimum: Referee/starter (1), may serve as diving referee. Recommended: Referee (1) and starter (1), either may serve as diving referee.*
Synchronized Swimming, Girls'	*Minimum: Three (3) competitive judges, one (1) of whom must be a referee.*
Track and Field	*Minimum: One (1) official (either the referee or starter). Recommended: Two (2) officials – referee (1) and starter (1).*
Volleyball, Girls'	*Minimum: First referee (1) and second referee (1).*
Wrestling	*Minimum: Referee (1). Optional: Referee (1) and one (1) assistant referee.*

Registered Officials Not Required for Varsity ("A") Squad Contests:

- *Badminton, Girls'*
- *Cross Country Running, Boys' and Girls'*
- *Golf, Boys' and Girls'*
- *Nordic Skiing, Boys' and Girls'*
- *Alpine Skiing, Boys' and Girls'*
- *Tennis, Boys' and Girls'*

Note: While registered officials are not required for the above activities, schools are encouraged to secure individuals with a thorough knowledge of the rules in that activity.

Use of Non-Registered Officials or Less Than the Minimum Required

When there has been a determination that less than the minimum number of officials as stated above or a non-registered official has been used as an official in a varsity contest, without the school having received a waiver from the MSHSL office, the following will occur:

- *The home team or whoever is responsible for hiring the officials will be fined: $250 first offense, $350 second offense (during the same school year), $500 third offense (during the same school year).*
- *Activities/Athletic Administrator will be censured.*
- *When an unregistered official is used, the offending person will be suspended from completing the registration process, as a minimum, for the next four consecutive varsity, interscholastic contests or four weeks (28 calendar days), whichever is greater.*
- *When an Assignor is involved they will be censured and the Association will drop to probationary status as a Charter/Legacy Association—no official may be recommended to the State Tournament and the association may not have representation at MSHSL Meetings for one calendar year.*

In order to avoid situations in which non-registered officials are used, officials must double check to make sure they are fully eligible, and that their partners are fully eligible, before working any varsity assignment. Assignors must check the MSHSL Directory (after the registration deadline) to make sure they only assign officials who are listed in the directory. Schools must check to make sure that only officials listed in the MSHSL Directory actually work their varsity events.

To aid in this process, all officials will be required to show proof of their eligibility by showing a copy of their MSHSL registration card, which includes a recent photo. This can be downloaded and printed from the Official's Corner or can be shown with a phone or other digital device. Someone representing the home school shall ask the officials to show their ID prior to working a varsity event. This can be done by the Athletic/Activities Director; site manager; coach, or other authorized school personnel. An event shall not start until all officials have proven that they are currently eligible in that sport; or a waiver to use less than the minimum required or a non-registered official has been granted by the MSHSL.

400.00 BYLAWS: ADMINISTRATION OF ATHLETIC PROGRAMS

BOARD POLICIES

WOMEN IN OFFICIATING: EMPLOYMENT

It is the policy of the Minnesota State High School League to work affirmatively to encourage, promote and ensure fair and equal treatment in the employment of women as officials for high school activities and sports contests at the local level through League tournaments.

CLASS COMPETITION (1/10/96) (12/2/10)

A. Criteria for Sponsorship of an MSHSL State Tournament: At least one of the following criteria must apply:

1) *A sufficient number of teams have registered for an activity as defined below.*
2) *The Board of Directors, at their discretion, may approve a state tournament if substantial evidence indicates that the conduct of this event would encourage equitable and statewide growth in that activity*

B. *Criteria for Sponsoring State Tournaments if Fewer Than 32 Teams Participate:*

1) *The Board of Directors may choose to cease sponsorship of a state tournament when the number of participating teams is fewer than 32 for three (3) consecutive years or at any time as deemed appropriate by the Board of Directors.*
2) *The tournaments in that activity will terminate at the conclusion of the regular season.*

C. *Criteria for Limiting Tournament Competition at the Section Level When More Than 32 Teams Participate:*

1) *The Board of Directors may sponsor a state tournament in an activity which is an exception to the bylaws if it is determined that non-school competition and training opportunities have not created statewide competitive inequities for the high school program.*
2) *The Board of Directors may elect to discontinue League sponsorship of a state tournament which is an exception to the bylaws if it is determined that the non-school competition and training bylaws have created statewide competitive inequities for the high school programs; or*

D. *Class Competition*

1) *Philosophy*
The philosophy of tournament competition for the League is to extend the opportunity for student participation in a variety of activities at the section and state level. Region committees conduct contests, meets and tournaments in accordance with League rules and regulations which advance student participants to the next level of competition. (4/28/83)
2) *Classification Formula for Administrative Regions*
Effective with the 2011-2012 school year, the largest 128 schools shall be assigned to Class AA administrative regions. The rest of the schools shall be assigned to Class A administrative regions. Unless otherwise determined by the Board of Directors, these assignments shall be in place for a minimum of four (4) years.
3) *Multiple Class Tournament Competition*
The Board of Directors may request input from the member schools to assist in determining the classification and format of any League-sponsored tournament, but the Board of Directors shall have sole discretion for determining the classification of schools and the tournament format(s). Input regarding tournament formats may be submitted to the League office by any interested party (ies).

Recommendations regarding multiple classes in any League-Sponsored activity may be forwarded to the Board of Directors by:
a) Five (5) member schools' designated representatives; or,
b) Any member of the Board of Directors; or,
c) The Minnesota State High School Coaches Association; or
d) the advisory committee for that activity.

The Board will consider the following information, but they are not limited in their tournament format decisions:
a) Administrative Region management of section tournaments
b) Anticipated loss of class time
c) Classification issues
d) Existing format/structure/history of the tournament
e) Facility availability
f) Financial implications for member schools and the League as a whole
g) Implementation date
h) Input from school administrators i)
MSHSL staff input
j) State tournament management issues, including quarterfinal and consolation play
k) Tournament enhancements

Each recommendation will be evaluated on its merits.

4) *Classification Formula for Activities Conducted in Multiple Classes*

Unless otherwise determined by the Board of Directors, tournament competition may be conducted in multiple classes as identified below:

a) 32-63 teams competing within a class shall have a four (4) team tournament.
b) 64 or more teams competing within a class shall have an eight (8) team tournament.

Currently Girls' Badminton and Girls' Synchronized Swimming do not meet the required number of registered teams for state tournament consideration. Dance Team shall be an exception to the classification formula and shall be classified each placement cycle as determined by the Board of Directors.

ONE (1) CLASS TOURNAMENT:
Option 1: When there are a minimum of 32 teams registered for a League sponsored activity, a four (4) team state tournament may be held.
Option 2: When there are 64 or more teams registered for a League sponsored activity, a single eight (8) team, or a festival formatted State Tournament may be held.

TWO (2) CLASS TOURNAMENT: When there are 96 or more teams registered for a League sponsored activity the

divisions will be identified as follows:

Option 1

CLASS AA: 128 registered teams with the largest enrollment.
CLASS A: The rest of the registered teams.
Option 2
Divide the registered teams either by the top 64 teams by enrollment or by the bottom 64 teams by enrollment, provided that activity meets the minimum requirement for two classes.

THREE (3) CLASS TOURNAMENT: When there are 288 or more teams registered for a League sponsored activity, the divisions will be based on enrollment as follows:*
Class AAA: The 96 largest teams by enrollment Class
AA: The next 128 largest teams by enrollment Class
A: The balance of the registered teams

FOUR (4) CLASS TOURNAMENT: When there are 320 or more teams registered for a League activity, the divisions will be based on enrollment as follows:*
Class AAAA: The 64 largest teams by enrollment
Class AAA: The next 64 largest teams by enrollment
Class AA and Class A: If fewer than 256 teams remain, the classes will be divided equally. If more than 256 teams remain, Class AA will be the largest 128 teams and the remainder of the teams will be Class A.

MORE THAN FOUR CLASSES IN A TOURNAMENT: Tournament formats for more than four classes shall be determined by the Board of Directors on a case-by-case basis.

5) *Tournament Formats/Reduction in the Number of Classes/Enrollments for Classification Purposes/"Opt-Up" Requests/ Classification Appeals*
   a) *When the number of competing schools in an activity falls below the minimum number for multiple-class tournaments, the classes will be reduced to bring the activity into compliance with the classification policy unless the classification divisions are otherwise determined by the Board of Directors.*
   b) *Unless otherwise determined by the Board, all tournament formats shall be in place for a minimum of four (4) years and shall be completed in three (3) calendar days. Recommendations for format changes will be received by the Board of Directors two (2) years prior to any proposed implementation date.*
   c) *Enrollments for classification shall be determined every even-numbered year by the Board of Directors using the most current MARRS Report to the Minnesota Department of Education (MDE) for grades 9, 10, 11 and 12. From those enrollment numbers the Board of Directors shall subtract 40 percent of the free/reduced lunch count reported to the MDE for each school for the same time period.*
   d) *Students whose attendance is included in the enrollment information provided by the Minnesota Department of Education, but whose educational programming prohibits them from participating in athletic and/or fine arts activities in any school during the school year, shall not be counted toward the final enrollment of that school for purposes of administrative or tournament classification.*
   e) *Schools which have all male or all female students shall have their enrollments doubled.*
   f) *The assignment of schools into competitive sections and classifications shall be for a two-year period. League staff shall have authority to balance the section assignments each year with approval from the Board of Directors.*
   g) *Schools may "opt-up" to a higher classification in an activity sponsored by their school according to the following criteria:*
      1.1 A request must be made in writing to the League Office with the rationale for the "opt-up" request.
      1.2 The request to "opt-up" must be a two-year commitment to compete in the new classification.
      1.3 Application period will coincide with the competitive placement cycle.
   h) *Prior to any classification determination, schools who believe their school demographics unfairly place their team sports (Football, Hockey, Basketball, Baseball, Lacrosse, Soccer, Softball, and Volleyball) in a larger tournament classification may appeal their placement to the MSHSL office provided that the criteria below is met:*
      1.1 The schools' free/reduced lunch counts provided to the League office by the Department of Education exceeds 50% of the school's grade 9-12 enrollment.
      1.2 The appeal must be documented in writing and shall include, but is not limited to the following: travel distance; community/region economic conditions; attrition; unique school population; other specific school community information that will support the school's presentation for a classification reduction
      1.3 The information regarding the school's appeal shall be presented by the designated school representative(s) to the Athletic Directors Advisory Committee who will review the request and provide a recommendation for the MSHSL Board of Directors.
      1.4 The MSHSL staff will record the minutes of the meeting and will provide the recommendation from the Activity Directors
      Advisory Committee to the Board of Directors for their consideration.
      1.5 The decision of the Board is final, and there shall be no appeal.

6) *Placement of Teams in Competitive Sections*

Unless otherwise determined by the Board of Directors, schools shall be placed into competitive sections for a minimum of two (2) years.

a) *Criteria for Competitive Section Placement shall include, but will not be limited to the following:*
   1.1 *Geographic/contiguity*
   1.2 *Section balance*

b) *The Differential in Number of Assigned Teams in Competitive Sections at the time of placement shall be as follows:*
   1.1 *Two Class*

   Class AA: Unless otherwise determined by the Board of Directors, in the initial year of the two-year assignment, the differential shall not exceed two (2) teams in each competitive section.

   Class A: Unless otherwise determined by the Board of Directors, in the initial year of the two-year assignment, the differential shall not exceed four (4) teams in each competitive section.

   1.2 *Multiple Class (three or more)*

   Unless otherwise determined by the Board of Directors, in the initial year of the two-year assignment, the differential shall not exceed two (2) team for any class.

c) *Prior to confirmation by the Board of Directors, Competitive Section assignments will be reviewed by the Athletic Directors Advisory Committee.*

d) *The Competitive Section Placement Shall be the Decision of the Board of Directors.*
   1.1 *Schools may not appeal their competitive section placement.*
   1.2 *The League staff will assign late registrations.*

e) *Process for Competitive Section Placement*
   1.1 *Schools annually submit their October 1 Average Daily Membership (ADM) to the MDE as required by the MARRS Reporting requirement.*
   1.2 *The MDE submits reported enrollment data to the League Office and the final enrollment data shall meet the criteria identified in this policy.*
   1.3 *During the school year prior to the end of a competitive section placement cycle, the League office uses the student enrollment data for grades 9-12 for each member school. Alternative learning center (ALC) and similar alternative enrollment data are omitted from the total student count.*
   1.4 *As soon as the MDE information is verified, the League office will consider the number of registered teams for each sport/activity and make the determination about the numeric division between the classes.*
   1.5 *The League office will divide each class into competitive sections. When feasible, sections will be balanced to avoid a bye or a "pig-tail" game. League staff will make the placements and the Athletic Directors Advisory Committee will review the placements for balance and geographic contiguity. The League Board of Directors will affirm the placement of each school in each activity.*
   1.6 *All placements shall be final.*
   1.7 *The competitive sections will be announced to the member schools and to the general public as soon as they are approved by the Board of Directors or the Board's designee.*
   1.8 *Changes in the assignment of and number of teams in any competitive section will occur only in the event of co-op dissolutions or additions; new registrations; or the discontinuation of an activity by a school. Competitive Section assignments will be reviewed annually and recommendations for a change in assignments may be made to the Board of Directors by League staff in August of each year. Placement will be made by MSHSL staff.*
   1.9 *All enrollment data during the two-year placement cycle shall be based on the school's enrollment at the initial placement for the cycle (1.3 above).*

7) *Placement of Schools in Administrative Regions*

The Board of Directors will place schools into administrative regions when the enrollment data is available from the MDE.

a) *The criteria for placement into administrative regions shall be as follows. The criteria are weighted in the order of importance with [1] given more weight than [2], etc. (4/20/94)*
   1.1 *Administrative Region Placement Criteria*
      [1] Enrollment
      [2] Statewide representation
      [3] Geographic contiguity
   1.2 *Criteria for Classification*
      [1] AA: The largest 128 schools
      [2] A: The rest of the schools
      [3] Schools registered for basketball
      [4] Nearly equal distribution of schools.
   1.3 *Schools not registered for basketball will be assigned to an administrative region based on their geography.*

b) *Administrative region assignments will not be limited to a specific differential due to the registration of home schools, charter schools, and small non-public schools that do not sponsor competitive programs on their own but must be placed into an administrative region.*

c) *The recommended placement of a school into an Administrative Region is four (4) years, but the Board of Directors has the sole responsibility to determine the length of time a school is placed into an Administrative Region.*

COACHES

Two or more schools may share the same head coach in a given activity. It is to be understood that all athletes, while being coached by the same coach, would compete under the name of her/his resident high school. (4/7/76)

BOARD POSITION STATEMENT: CODE OF ETHICS FOR COACHES

Statement of Philosophy. The Minnesota State High School League has established policies and standards which will cultivate the ideals of good sportsmanship. It shall be the responsibility of each member school to ensure that all individuals employed or directly associated with the interscholastic program conduct themselves in a sportsmanlike manner. The coach is an official representative of the school at interscholastic athletic activities. It is the responsibility of the head and assistant coaches to serve as role models for students and the public.

Code of Ethics. A coach will be in violation of the standards for good sports established by the Minnesota State High School League by: A. making degrading/critical remarks about officials during or after a contest either on the field of play, from the bench, through any

Public news media, social media or other electronic media;

B. arguing with officials or goes through motions indicating dislike/disdain for a decision;
C. detaining the officials following the contest to request a ruling or explanation of actions taken by the official; or
D. being ejected from any contest.

Actions and Response. Negative actions by a coach shall be reported to the League by the school and by the head contest official. The school shall document the results of their investigation and actions taken, where necessary and appropriate. Penalties for violation of these standards may include, but are not limited to, reprimand, censure, fines, or other actions as deemed appropriate by the Board of Directors.

Commentary. It is within each individual's ability to treat others with dignity and respect. The League and its member schools expect each individual to assure the responsibility for their actions.

re BYLAW 401.00 - CHEERLEADING

Cheerleading is an extracurricular activity designed to serve as a component of the athletic program. Its primary purpose is to foster school spirit, sportsmanship and a positive atmosphere at competitive events. Cheerleading, as an extracurricular activity, is not a competitive activity as sponsored by the Minnesota State High School League.

re BYLAW 402.00 - COACHES ATTENDANCE AT RULES INTERPRETATION MEETING

Each member school shall be represented by the head coach for that sport at an annual rules interpretation meeting sponsored by the Minnesota State High School League.

Penalty: A head coach who does not attend the annual sport rule interpretation meeting must take the rules test and pass at a level of 80%. Failure to do so will result in $100.00 fine. On a repeated offense the coach will not be allowed to coach in the post season.

MEDIA INTERVIEWS AT MINNESOTA STATE HIGH SCHOOL LEAGUE TOURNAMENTS

A. Team/Individual locker rooms will be closed to all media (print and electronic) for all Minnesota State High School League- sponsored tournaments.
B. Coaches and players will be available for interviews in areas outside of their locker room.
C. Because state tournament games are played in a very competitive and electric atmosphere, it is natural that disappointment will follow a loss and excitement will accompany a victory. In fairness to the emotions of the players and coaches, and in respect for the unity that follows a contest, the Minnesota State High School League strongly recommends that media honor a five-minute "cooling off" period before interviewing representatives from the participating teams.

CERTIFIED MEDICAL PERSONNEL AT GAMES

A. the Board strongly recommends the presence of a certified medical personnel at all interscholastic games/contests. Certified medical personnel include:

1) *Licensed Physician (M. D.)*
2) *Athletic Trainer*
3) *Emergency Medical Technician (E.M.T.)*
4) *Paramedic*
5) *People who hold current Red Cross, Advanced First Aid Cards (75-hour course)*
6) *Certified head coach*

B. The role of certified medical personnel shall be:

1) *To protect the health and safety of the athlete.*
2) *To provide appropriate medical care by functioning within the levels of their medical education/training when dealing with: First aid; Triage; Return to Play/Action decisions.*

BANDS AT ATHLETIC EVENTS – PEP BAND AND MARCHING BAND PERFORMANCE GUIDELINES

The League recommends that individual schools develop performance guidelines that meet the expectations of their school and community. Guidelines should be developed with the input of band director(s), school administration and others as may be

appropriate for your school. The following areas should be considered when developing these guidelines:

A. The number of appearances at athletic events should be set in advance, excluding postseason events. This could be done on a per season or per year basis. A limitation for the number of performances within a week, or a limitation on which nights of the week are used, may also be considered/included.

B. Guidelines as to when the band will play for postseason events (section and state tournaments) should be established. These guidelines may need to include when a pep band will play and when a marching band or the "full" band will play.

C. Weather guidelines should be developed to help in making decisions as to when to cancel outdoor performances. The Minnesota Music Educators Association (MMEA) recommends that bands not perform outside at a temperature of 40 degrees or below. D. How long a band will perform at an event should be pre-determined.

E. A schedule of when the band will perform should be set well in advance—by the season or by the year.

F. The band director should coordinate or be consulted regarding any musical performance at an athletic event that involves high school band members.

G. Bands should perform at an equal number of boys' and girls' events.

re BYLAW 409.00 – RESPONSIBILITY FOR PARTICIPATING TEAMS, STUDENTS AND SPECTATORS

Host schools are responsible for providing appropriate supervision, other than the coach(es), when crowd control may be a factor.

re BYLAW 410.00 – SANCTIONS (OUT-OF-STATE)

Schools may participate in out-of-state meets or tournaments, but to do so must complete the sanction forms as required by NFHS Interstate Competition Guidelines. Schools are discouraged from scheduling tournaments during the regular season which would cause students to be absent from classroom activities.

re BYLAW 411.00 – TRAVEL FOR OUT-OF-STATE PRACTICE AND SCRIMMAGES

If a member school's League-sponsored athletic team requests out-of-state travel for a practice or a scrimmage for the varsity, junior varsity or "B" squad teams, the school board must complete the following steps PRIOR to any travel by the team.

The school board must:

1. *Review a complete copy of the itinerary planned for the school team.*
2. *Review the financial aspect of the trip including the funds to be received from, and expended by the school team.*
3. *Identify the manner in which the school board will comply with Title IX relative to travel opportunities for each gender.*
4. *Approve travel for the school team at a regularly scheduled school board meeting.*

Once complete, the Designated School Representative shall notify the League office, in writing, and identify the team(s) that has/have been approved for out-of-state travel in order to practice or scrimmage and affirm that all of the above steps have been completed. Notification to the League office must be completed at least 21 days prior to any travel by the approved team(s).

DISTRICT FOOTBALL

Definition: District Football is the official name given to the method of scheduling all regular season football games in Minnesota. In this system, each school is assigned to a district based on geography, enrollment and "like schools" with natural rivalries preserved whenever possible. This system for scheduling covers the regular season only. The postseason Section Football system remains in place.

District Football vs. Section Football: Section classifications are determined by enrollment and geography (as determined by MSHSL Board policy), with a balanced number of schools in each section. These classifications are strictly followed. District scheduling also uses school enrollment as a key factor in placing schools in districts, but Districts are not confined to enrollment classifications, as in section football, and are also not restricted to a specific number of schools, thus allowing each district to be formed in a way that best works for the schools of a similar size in a particular geographical area.

District Assignment and Realignment: Schools will be assigned to Districts every two years, with the assignments finalized no later than June MSHSL Board Meeting. This will be done in even numbered years, opposite of when sections are realigned. A District Placement Committee is made up of ten AD's, coaches and/or other administrators, who represent different geographical regions of the state and a variety of school sizes. The committee will be selected by League staff in consultation with the Minnesota Football Coaches Association and the AD's Association. The final committee will be approved by the MSHSL Board of Directors. After the initial District Assignments in April of 2014, the placement committee will be kept intact for the redistricting process that takes place in 2016. After that process has been completed three - four members of the committee will rotate off each cycle, with each member staying on the committee for at least four years—two rounds of realignment.

Enrollment Data: Enrollment data from October 1 of the school year in which the placement process is completed will be used as criteria for District placement. Enrollments will be calculated using the enrollment for grades 9-12 as provided by the Minnesota Department of Education, less 40% of the free and reduced lunch number

9-Man: Prior to the initial alignment process and for all future realignment processes, schools that qualify for 9-man Football must declare whether or not they will compete in 9-man football for the two years for which the new realignment will be in effect.

Class A schools who do not qualify for 9-man, may appeal to play 9-man during the regular season. This appeal will be go the Placement Committee. That committee will make recommendations to the Executive Committee of the Board of Directors, who will make District

the final decision. Schools allowed to play 9-man during the regular season must return to Class A for the Section playoffs.

School Information and Input: During each realignment process all schools will be given the opportunity to file an information form that will allow them to share specific information about their program; indicate schools that they feel they must play; and provide any other information that will be helpful to the committee during the placement process. These forms must be filed by April 1 of the year in which realignment takes place.

Placement Process: The District Placement Committee will meet at least two times to assign schools to Districts. Their final recommendation will go to the Athletic/Activities Directors Advisory Committee for review at their May meeting. The AD's Advisory Committee will review all placements and pass these placements on to the full Board of Directors with any recommended adjustments. The Board will review and give final approval at the June meeting in even numbered years.

The committee will work to place schools according to geography, and "school size." While the membership of districts may include schools that are more than twice as big as another school, the Placement Committee recommends that when developing sub-districts, Districts should not place schools with enrollments more than twice as large as another School, in the same sub-district; unless smaller school approves of that placement, or such a placement will work based on competitive balance.

The goal will be to have Districts with at least sixteen schools (although that may not always be possible), and all will have an even number unless there is an odd number of 9-man teams or an odd number of 11-man teams. When there is an odd number, that district may use the Zero Week concept to make sure that all schools have a full schedule. Another option may be to find a school from an adjacent state to fill in the bye weeks; or schools may choose to have a bye and only play seven games. All schools within a District must have an eight game regular season schedule, unless there is an odd number of schools and the District members decide to only play seven games. Districts will have flexibility in how those schedules are developed.

District Structure: Schools within each District will determine the "structure" of their District and how they will schedule regular season games. Once Districts have been assigned, a District Committee, made of Athletic/Activities Directors from the schools of that District shall meet and determine, with input from all District schools, the best way to form sub-districts. Each District shall have a minimum of two sub-districts, with sub-districts named Red, White, Blue, Maroon; or sub-districts may be named by "direction," for example
9-man South District may name their sub-districts East and West. Final sub-district alignment shall be voted on by all member schools, with a two-thirds majority (of those voting) needed to pass.

Schedules: Regular season schedules will be developed with all of the schools in a sub-district playing each other. Games scheduled to fill out the schedule will be cross-over games with schools in another sub-district of the District to which they are assigned (Intra-District games); or with permission from the MSHSL Placement Committee, these games may be played against schools in another District
(Inter-District games). Once the District Committee has determined the schedule for all District Schools, all members of the district will have the opportunity to vote on this schedule, with a two-thirds majority (of those voting) necessary in order to approve the schedule. Once the original two-year schedule has been approved, if there is a need to adjust schedules based on changes with co-ops, or schools adding or dropping programs, those adjustments may be made by the District Committee.

Sub-Varsity Schedules: District football governs varsity schedules only. Schools within each District will decide how to schedule sub- varsity levels. These schedules may be aligned with the varsity schedule, or schools may schedule sub-varsity on their own. Sub-varsity schedules are not restricted to District opponents. The procedures for scheduling sub-varsity, and rules and policies to govern sub-varsity shall be included in District Bylaws.

Sub-District Champions: A champion will be determined for each sub-district. Trophies for Sub-District Champions shall be purchased directly from the MSHSL Trophy vendor by the championship teams. Each District may also name an all-district team based on their sub- districts. The criteria for these awards and any other awards (Coach of the Year, MVP, etc.); and how these award winners are selected,
is to be determined by the District Committee and included in the District Bylaws. Each District shall determine what the awards will be (trophies, plaques, certificates, etc.) and shall arrange for the purchase of the awards, with each school paying for the individual awards they receive.

District Committee: Membership on the District Committee shall be determined by each District, with equal representation (as close as possible) from each sub-district. Members of the District Committee shall elect a chairperson from those that are on the committee. The recommendation is to have seven or nine members of the District Committee. Each committee shall finalize the Bylaws for their District, as per the model provided by the MSHSL. Bylaws shall be approved by a vote of all members of the District, with a two-thirds majority (of those voting) needed to pass. The Bylaws shall be on file in the MSHSL office. Districts are to operate without having a separate financial structure. If there is a need to collect and disburse funds, a procedure for doing so must be included in the Bylaws. Those
Funds must be accounted for through the financial operation of a school that is a member of that district.

Resolution of Issues: The District Committee is expected to resolve issues that may occur within their district. They may contact MSHSL staff for guidance. If necessary, the District Placement Committee will mediate and assist in resolving any internal conflicts. Conflicts that cannot be resolved at the District level or with assistance from staff and/or the District Placement Committee will go to the Executive Committee of the Board of Directors. The decision of the Executive Committee is final.

MSHSL member schools who choose not to participate or do not fully cooperate with District Football Policy will not be allowed to participate in the Section Playoffs.

MINNESOTA STATUTE 122A.15 – TEACHERS, SUPERVISORY AND SUPPORT PERSONNEL, DEFINITIONS, LICENSURE

Subdivision 1. Teachers.

The term "teachers" for the purpose of licensure, means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.

Subdivision 2. Supervisory personnel.

"Supervisory personnel" for the purpose of licensure means superintendents, principals, and professional employees who devote 50 percent or more of their time to administrative or supervisory duties over other personnel, and includes athletic coaches.

MINNESOTA STATUTE 122A.33 – LICENSE AND DEGREE EXEMPTION FOR HEAD COACH

Subdivision 1. Employment.

Notwithstanding section 122A.15, subdivision 1, a school district may employ as a head varsity coach of an interscholastic sport at its secondary school a person who does not have a license as head varsity coach of interscholastic sports and who does not have a bachelor's degree if:

(1) In the judgment of the school board, the person has the knowledge and experience necessary to coach the sport;
(2) can verify completion of six quarter credits, or the equivalent, or 60 clock hours of instruction in first aid and the care and prevention of athletic injuries; and
(3) Can verify completion of a coaching methods or theory course.

Subdivision 2. Annual contract.

Notwithstanding section 122A.58, a person employed as a head varsity coach has an annual contract as a coach that the school board
may or may not renew as the board sees fit.

Subdivision 3. Notice of nonrenewal: opportunity to respond.

A school board that declines to renew the coaching contract of a licensed or unlicensed head varsity coach must notify the coach within 14 days of that decision. If the coach requests reasons for not renewing the coaching contract, the board must give the coach its reasons in writing within ten days of receiving the request. The existence of parent complaints must not be the sole reason for a board not to renew a coaching contract. Upon request, the board must provide the coach with a reasonable opportunity to respond to the reasons at a board meeting. The hearing may be opened or closed at the election of the coach unless the board closes the meeting under section 13D.05, subdivision 2, to discuss private data.

MINNESOTA STATUTE 122A.58 – COACHES, TERMINATION OF DUTIES

Subdivision 1. Termination; hearing.

Before a district terminates the coaching duties of an employee who is required to hold a license as an athletic coach from the commissioner of education, the district must notify the employee in writing and state the reasons for the proposed termination. Within 14 days of receiving this notification, the employee may request in writing a hearing on the termination before the board. If a hearing is requested, the board must hold a hearing within 25 days according to the hearing procedures specified in section 122A.40, subdivision
14, and the termination is final upon the order of the board after the hearing.

Subdivision 2. Final decision.

Within ten days after the hearing, the board must issue a written decision regarding the termination. If the board decides to terminate the employee's coaching duties, the decision must state the reason on which it is based and include findings of fact based upon competent evidence in the record. The board may terminate the employee's duties or not, as it sees fit, for any reason which is found to be true based on substantial and competent evidence in the record.

Subdivision 3. Non-application of section.

This section shall not apply to the termination of coaching duties pursuant to a district transfer policy or as a result of the non renewal or termination of the employee's contract or the employee's discharge, demotion or suspension pursuant to section 122A.40 or 122A.41.
This section shall not apply to the termination of an employee's coaching duties before completing the probationary period of employment.

MSHSL MINIMAL BEHAVIOR EXPECTATIONS FOR REGULAR AND POSTSEASON TOURNAMENT COMPETITIONS:

- Respect the American flag and the National Anthem.
- Spectators must wear clothing that covers the entire torso. Those who do not comply or who wear clothing that is vulgar, obscene or that in some other way inappropriate, as determined by school/tournament personnel, will be removed from the arena/stadium if they do not cooperate with this behavior expectation.
- The use of appropriate language is expected at all times. Profanity, negative chants, booing, trash talk, name calling, personal attacks or other acts of disrespect are unacceptable and must be immediately addressed by school/tournament administrators.
- Respect the game/contest. Under no condition shall anyone other than the members of the official squad enter the playing surface. No one may interfere with the contest in any way.
- Hand held signs, which do not obstruct the view of others, will be permitted provided they are in good taste. Signs, message boards, “white” boards or other similar items contest/tournament officials deemed to be in poor taste will be removed.
- Artificial noisemakers (i.e. megaphones, cowbells, sirens, whistles, thunder sticks, and other similar items) are not allowed.
- Laser lights are strictly prohibited.

ATHLETIC AND ACTIVITIES ACKNOWLEDGMENT

Mahnomen – Waubun Thunderbirds

By signing below, I agree that I have read and understand the Mahnomen-Waubun Thunderbird Cooperative Handbook and agree to abide by any rules or regulations outlined in the document for the 2025-2026 school year, in addition to the MSHSL Eligibility Brochure, Health History Questionnaire, Student Code of Conduct and necessary physical forms when applicable.

_____

Name of Student (Printed) **Grade**

_____

Student Signature **Date**

_____

Parent/Guardian Signature **Date**

*****Please sign and return this page*****

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Item	Description	Qty	U/M	Each	Total
10081610	Admiral XL BRC 45/45 Extractor, 18" 12 gal	1	ea	4,100.00	4,100.00
10126060	Versamatic HEPA 14"	1		800.00	800.00
86000460	Versamatic Bags 10pk	1		26.65	26.65
	Sales Tax Exemption			0.00%	0.00

Total $4,926.65

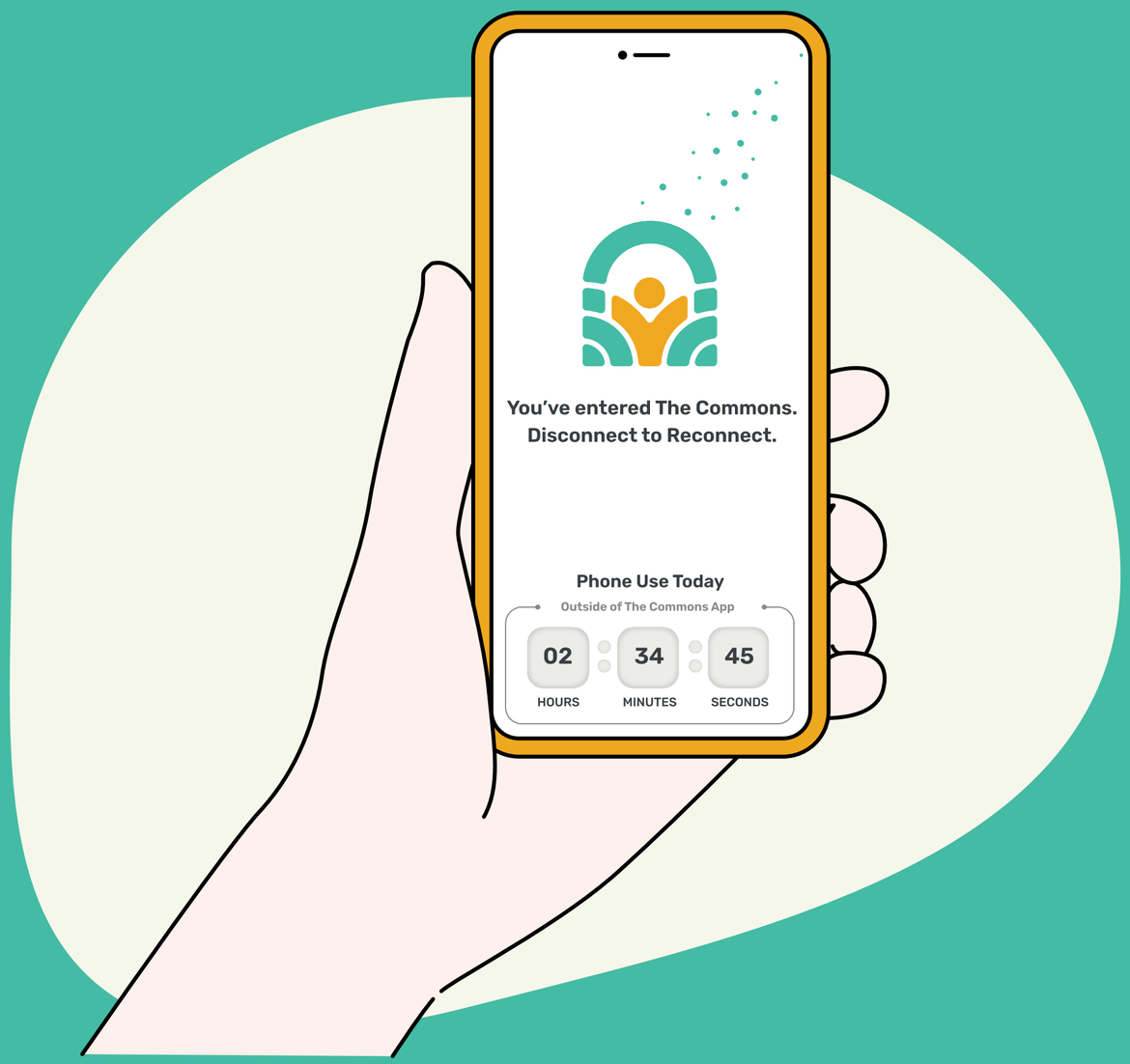
Mahnomen ISD 432 rental policy for music equipment/instruments reads:

All wind instruments are rented for $100.00 for the school year. Keyboards, drum kits or other percussion to be used at home are rented for $20.00/school year. A fee of $15.00 is charged to all percussion/keyboard students for use of the equipment at school during the year. A maximum of $125.00 per family will be charged for instrument/music equipment rental per school year. The school will pay for general cleaning & maintenance of each instrument following the rental period.

The rental fee will be waived for a student owning their own instrument, but asked to play a (different) school instrument at the request of the director. Those students will still be required to sign a use agreement.

Mahnomen ISD 432 rental policy for music equipment/instruments reads:

- *All wind instruments are rented for $125.00 for the school year.*
- *Students renting reed instruments will receive up to 8 reeds/school year with their rent.*
- *A fee of $25.00 is charged to all percussion, keyboard, and guitar students for use of the school equipment during the year.*
- *A maximum of $200.00 per family will be charged for instrument/music equipment rental per school year.*
- *The school will pay for general cleaning & maintenance of each instrument following the rental period.*
- *The rental fee will be waived for a student owning their own instrument, but asked to play a (different) school instrument at the request of the director. Those students will still be required to sign an instrument use agreement.*



REDEFINING FOCUS IN SCHOOLS, NOT BY REMOVING DEVICES, BY BUILDING BETTER HABITS.

The Commons
Disconnect to Reconnect

THE REALITY SCHOOLS ARE NAVIGATING TODAY

1 Phones are learning tools and distractions

2 Enforcement is inconsistent and exhausting

3 Students are still learning how to self-regulate

The Commons™
Disconnect to Reconnect

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Cellphone Policies Alone are Outmatched

1 MONTH OF CLASSTIME - GONE

Teens are spending an average of 1.5 hours, of a 6.5 hour school day, on cell phones, with 25% of students logging on for more than two hours.

Adolescent Smartphone Use During School Hours, JAMA Pediatrics 2025

HUNDREDS OF THOUSANDS OF DOLLARS OF LOST LEARNING TIME IN EVERY SCHOOL ACROSS AMERICA

$14,000 of every teacher's salary is lost due to student cellphone use

(20% of their contracted time).

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AIRPLANE MODE FOR SCHOOLS™

Students keep their devices

but distractions are blocked during school

School leaders get visibility

into screen time and student compliance

TECH & LEARNING EXCELLENCE AWARDS BACK TO SCHOOL
SECONDARY EDUCATION
WINNER

THE EDTECH AWARDS
TRENDSETTER FINALIST 2026

Students track their own screen time

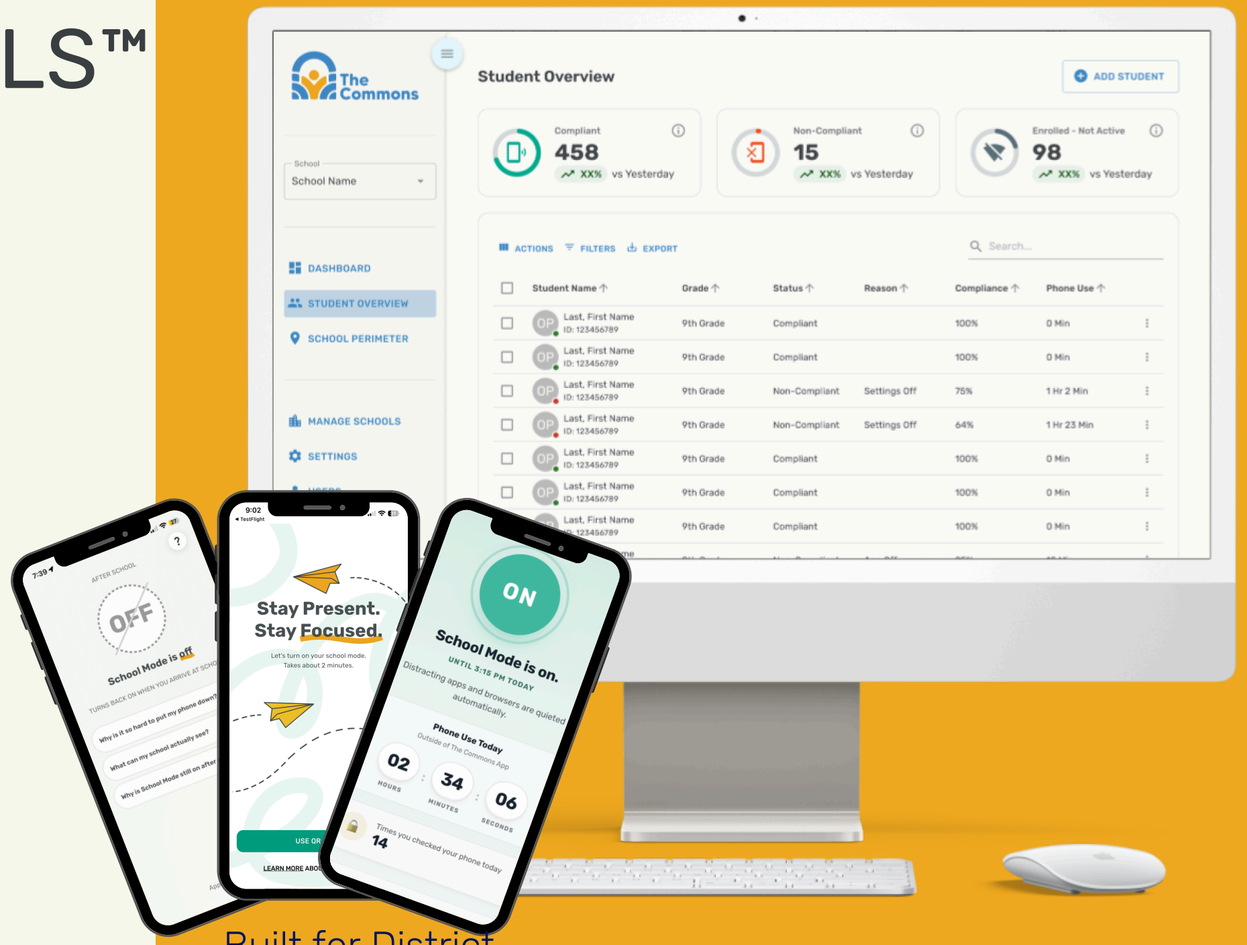
to help build good digital habits

Digital citizenship curriculum

teaches healthy, balanced device usage

Professional development

equips staff with new skills and insights



Built for District Flexibility

Specific Apps
Districts choose which apps are allowed.

Text Messaging
Can be allowed or blocked during school hours.

Camera Access
Can be blocked during school hours.

IEP / 504 Support
Easy accommodations for students who need exceptions.

Privacy & Security
FERPA & COPPA compliant.

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A DYNAMIC APPROACH

Set once before students onboard. Enforced automatically every school day.

FULL LOCKDOWN

Bell-to-bell

Everything blocked.

- All apps shielded — social, games, entertainment
- All browsers and websites blocked
- Phone calls always available

Text message + FaceTime: school decides — on or off

FLEXIBLE

Distraction blocking

Block distractions. Keep learning tools open.

- School selects which categories to block
- Approved academic apps and URLs allowed
- Phone calls always available

Text message + FaceTime: school decides — on or off

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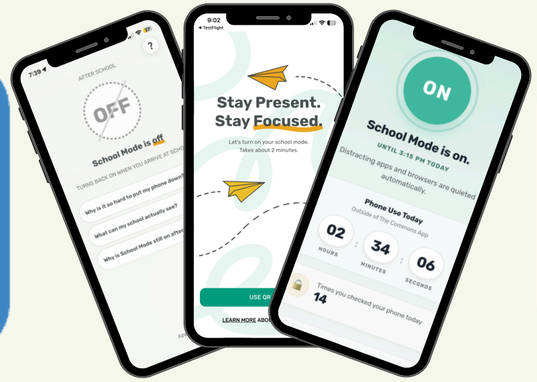
A MODERN SOLUTION FOR STUDENT CELLPHONE DISTRACTIONS



The student enters the school's geofence zone, which automatically triggers The Commons™ app.



VPN activates, blocking distractions apps but preserving essential communication function.



Students engage & aren't distracted.



When the student leaves the school, the geofence deactivates the VPN.



No location data is stored or transmitted—the app only detects when a device enters a predefined geofence to activate.

No internet traffic Monitoring, no access to browser history, photos, videos, or what a student does on their phone

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HEADS UP

Something's off.

• 1 PERMISSION NEED YOUR ATTENTION

Screen Time is off. → School Mode can't quiet distracting apps without it.

Tap **"FIX THESE"** and we'll take you to each setting that needs switching back on. Takes about 30 seconds.

FIX THESE

RIGHT NOW

ON

School Mode is on

Until 4:00 PM Today

DISTRACTING APPS AND BROWSERS ARE QUIETED AUTOMATICALLY.

Phone Use Today

Outside of the Common App

00	02	54
HOURS	MINUTES	SECONDS

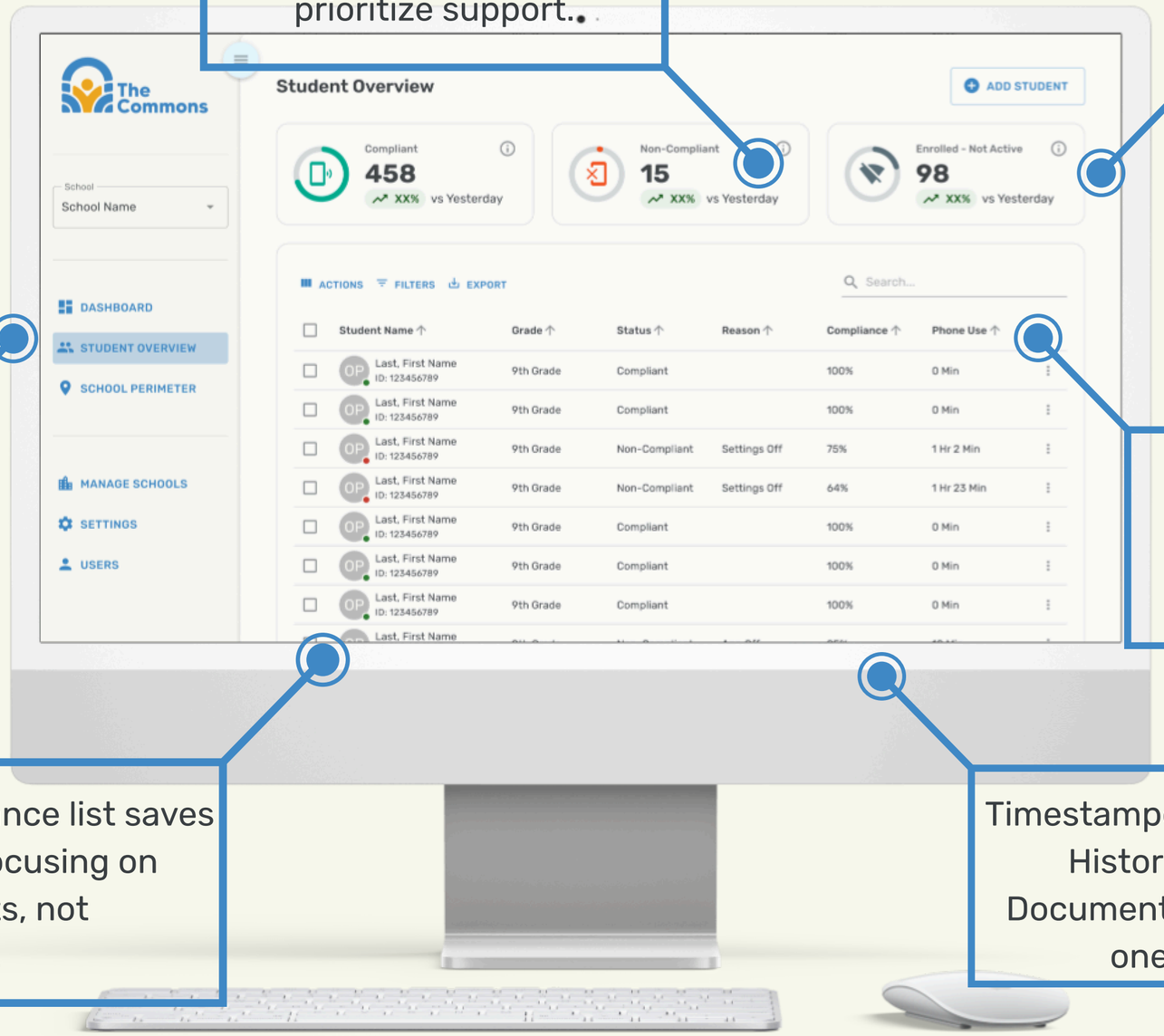
Times you checked your phone today

0

SCHOOL ADMIN DASHBOARD

Admins easily sort and filter student data by key metrics, making it simple to prioritize support..

Easy student onboarding - admin know who has successfully activated their app and who hasn't.



School (Geofence) zone and school hours for operation.

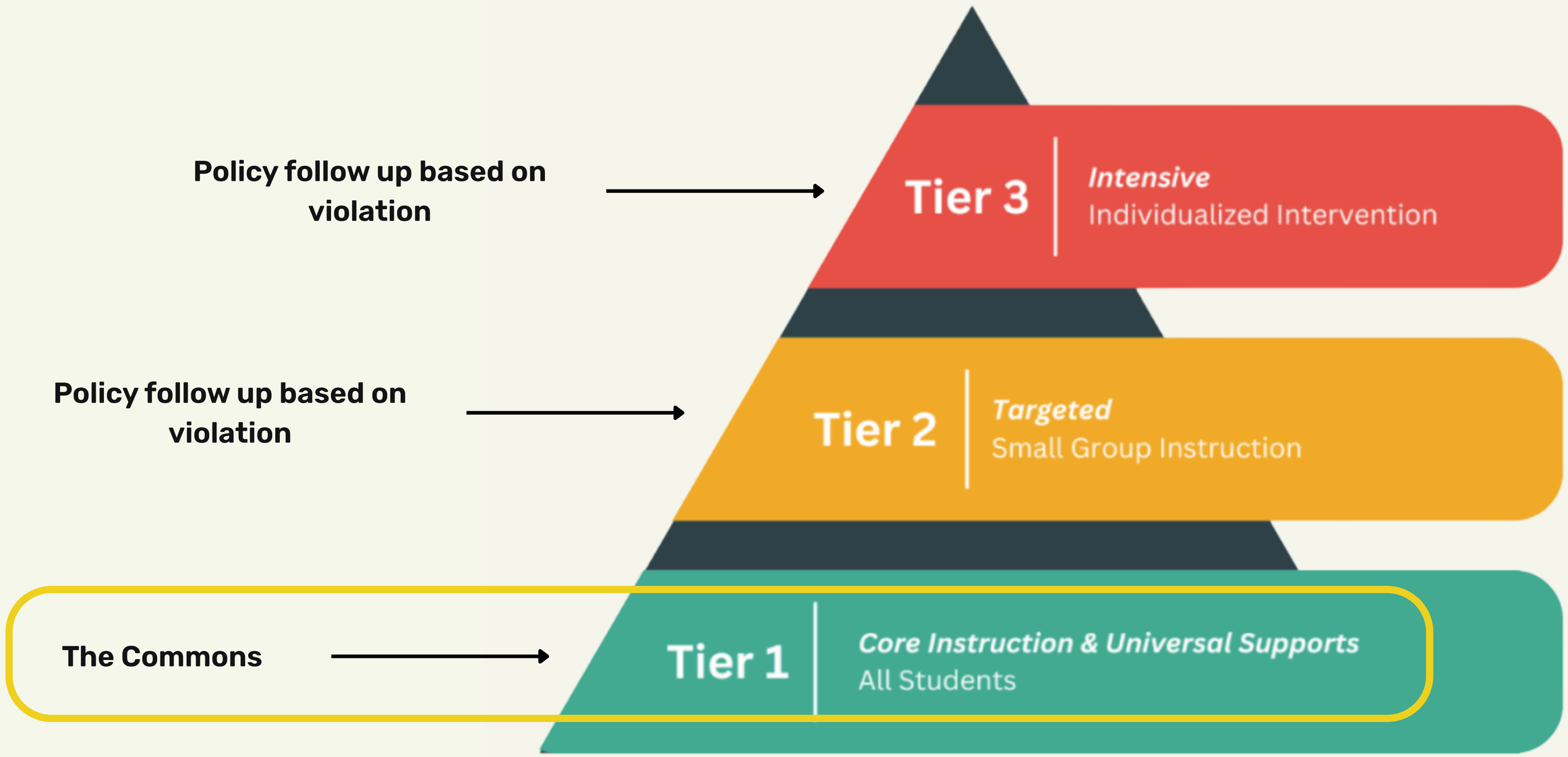
Identify phone use patterns to support intervention, not just discipline.

Student compliance list saves admin time by focusing on off-task students, not chasing phones.

Timestamped Compliance History + Notes Document context all in one place.

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DIRECTLY SUPPORTING DISTRICT AND SCHOOL POLICIES



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ONBOARDING OVERVIEW

WEEKS 1-2: Foundation Building

Build your plan, assemble your Core Commons Team, align roles

We will also align your policy with The Commons

WEEKS 3-4: Launch Preparation

Train staff, prep communications, finalize tech setup

WEEKS 5-6: Student Launch

Achieve 80%+ students onboarded, paired, and compliant

WEEKS 7-12+: Building Momentum

Reach 90%+ compliance and create sustainable culture



STUDENT FEEDBACK

“Whenever I step into a school campus… I get a notification saying, like, welcome to school, now it's time to put your phone away and concentrate on school… ***it gives us some motivation****… because it's school time, and we're on campus.”*

“It really helps me to stay focused… for me, I need someone to smack me in the back of the head… It kind of ***helps you do something you know you should do, but you won’t do on your own.”***

“Last year, it was a complete disaster in our class. People airdropping random pictures to each other. But since we have a Commons app now… it changed dramatically. ***Everybody is listening to the teacher.”***

IMPACT TRIAL INCLUDES

What Schools Receive

- White glove onboarding and staff preparation
- Policy alignment and rollout support
- Ongoing partnership and KPI reviews
- Outcome review following implementation
- Priority access to platform updates

Impact Implementation Period

- $1,000 implementation fee (standard $1,500)
- $5 per student (standard $7.50 annual rate)

Impact Partner Advantages

- Preferred pricing for continued participation
- Optional multi-year price protection
- Ability to expand at Impact-partner rates

Pillars of Impact

- Mental Health & Behavior
- School Culture
- Teacher Efficacy
- Student Engagement
- Program Fidelity & Sustainability

Participation is intentionally limited each cycle to ensure hands-on implementation support and meaningful outcome evaluation.

The Commons
Impact Partnership

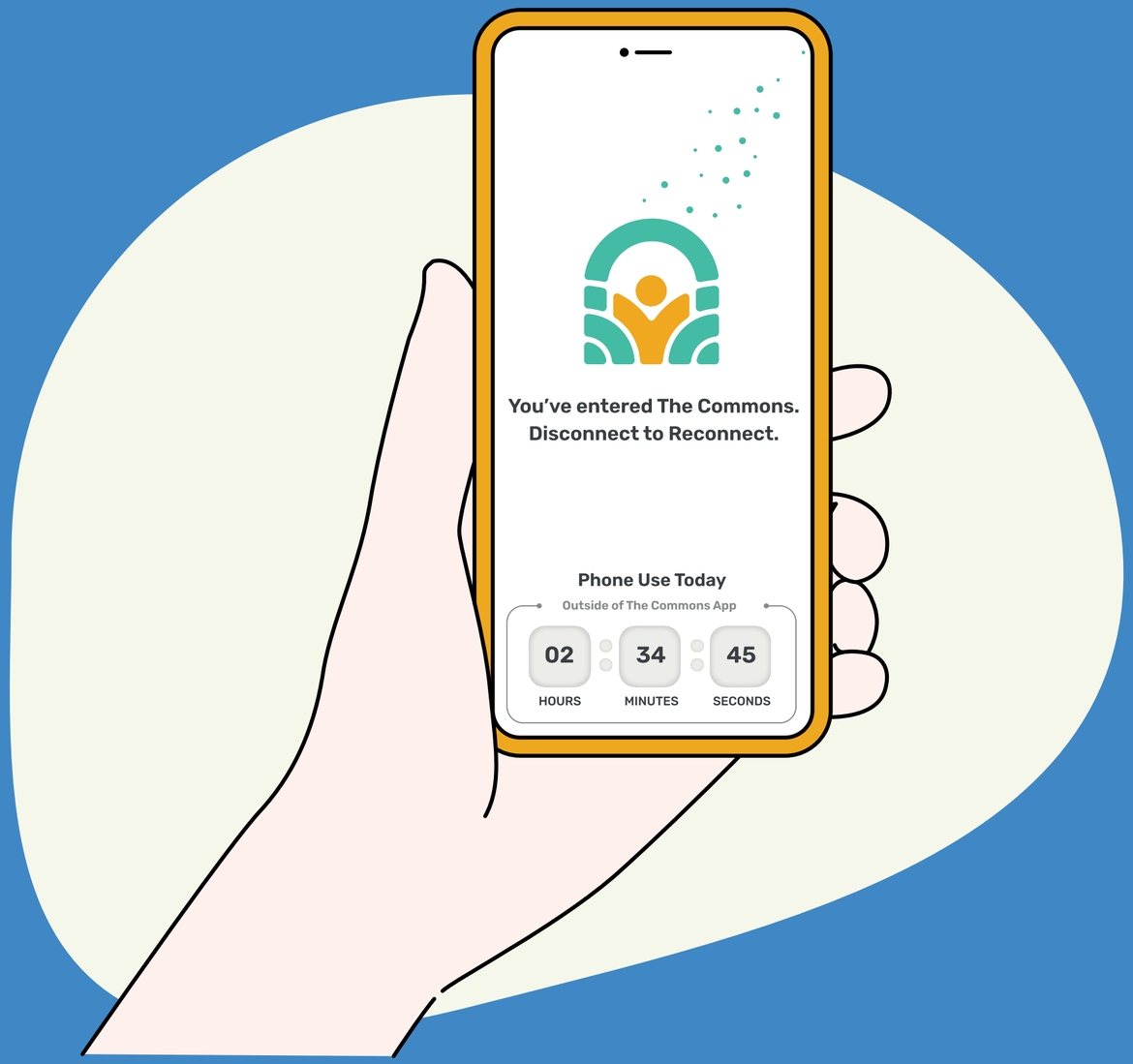
THANK YOU!

The Commons

Shannon Godfrey
Shannon@the-commons.app

Julia Gustafson
Julia@the-commons.app

www.the-commons.app



TECHNOLOGY OVERVIEW

The Commons
Disconnect to Reconnect

AIRPLANE MODE FOR SCHOOLS™

Students keep their devices

but distractions are blocked during school

School leaders get visibility

into screen time and student compliance

TECH & LEARNING AWARDS OF EXCELLENCE 2025 BACK TO SCHOOL

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Students track their own screen time

to help build good digital habits

Digital citizenship curriculum

teaches healthy, balanced device usage

Professional development

equips staff with new skills and insights



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The Commons™ Set-Up



SET THE ZONE

GEOFENCE IS SET AROUND THE SCHOOL'S PERIMETER. *(ONE-TIME)*



UPLOAD OR INTEGRATE YOUR ROSTER

SCHOOL ROSTER IS ADDED TO THE COMMONS™ SECURE DASHBOARD.

CHOOSE WHICH APPS STAY AVAILABLE (ACADEMIC TOOLS, COMMUNICATION).



COMMUNICATE WITH FAMILIES

SEND COMMUNICATION EXPLAINING WHY THE COMMONS™ IS BEING USED AND HOW IT WORKS.

SHARE FAQ, A QUICK OVERVIEW, AND SETUP INSTRUCTIONS.



STUDENT DOWNLOADS APP



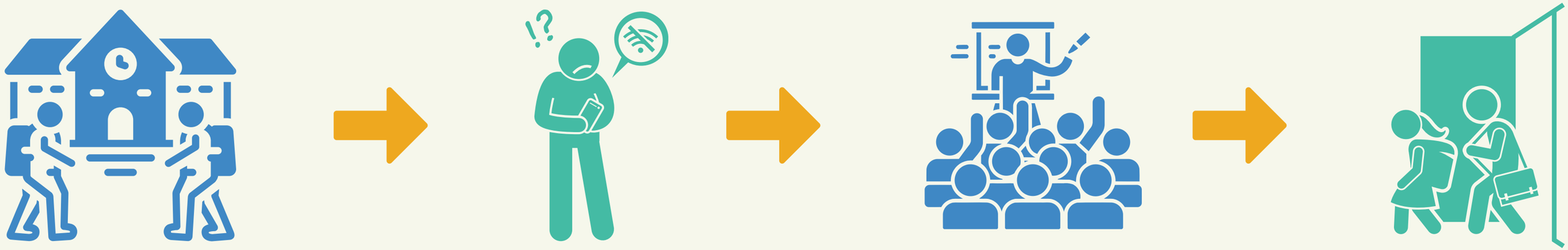
STUDENTS SCAN QR CODE OR SINGLE SIGN ON TO ACTIVATE THE COMMONS™ APP

SETUP CAN HAPPEN DURING BACK-TO-SCHOOL NIGHT, ORIENTATION, OR A QUICK CENTRALIZED STATION DURING THE FIRST WEEK.

**FIRST WEEK OF IMPLEMENTATION IT IS COMMON THAT STUDENTS WILL TEST YOUR POLICY AND AUTHORITY BEFORE A NEW HABIT IS BUILT.

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Daily Process



STUDENT ENTERS THE SCHOOL'S GEOFENCE ZONE *(AUTOMATICALLY TRIGGERS THE COMMONS™ APP).*

VPN & SCREEN TIME ACTIVATES, BLOCKING DISTRACTIONS APPS BUT PRESERVING ESSENTIAL COMMUNICATION FUNCTION *(NO INTERNET TRAFFIC MONITORING).*

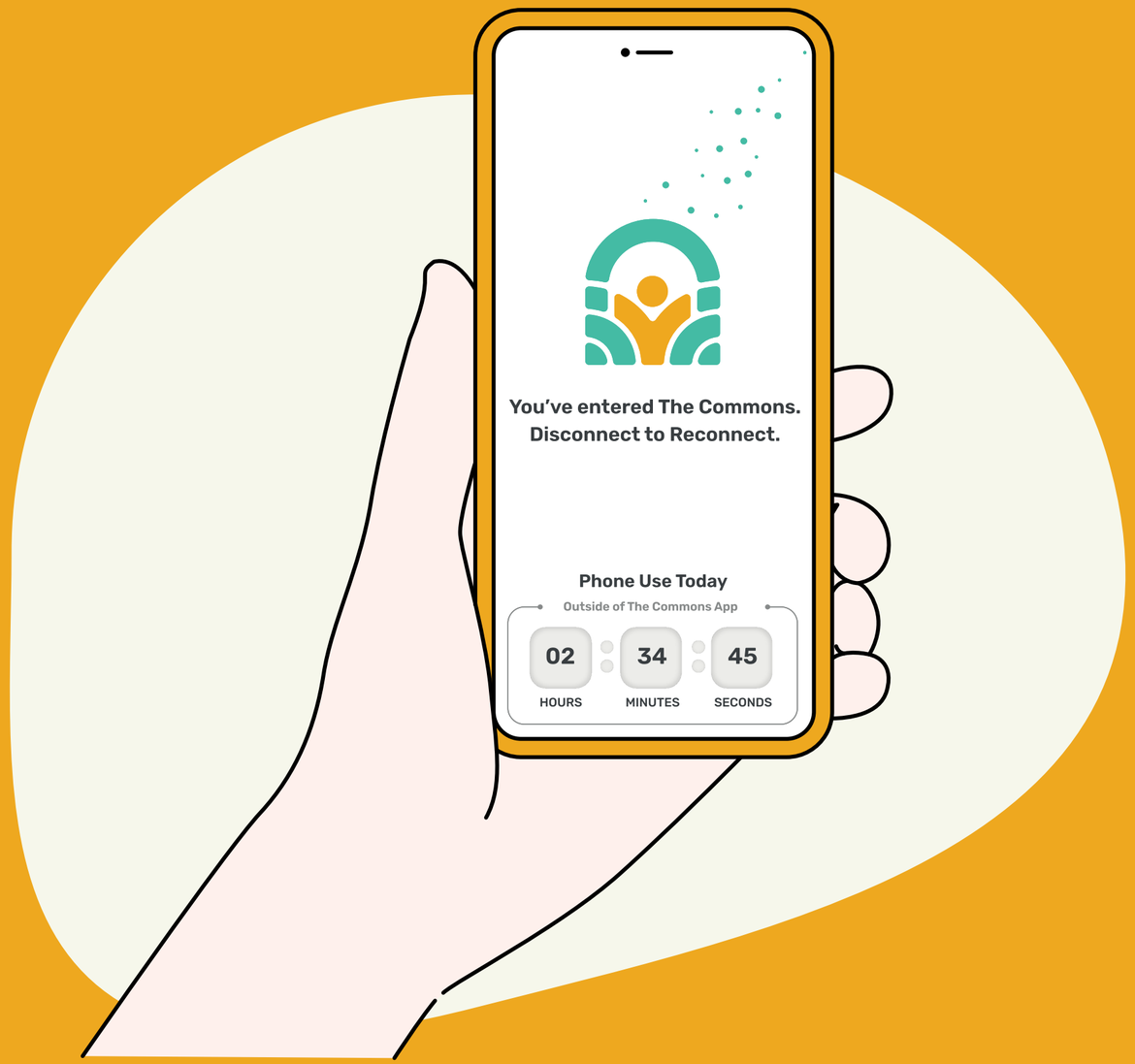
STUDENTS ENGAGE & AREN'T DISTRACTED. *(THE APP DOES NOT COMMUNICATE PERSONAL DATA BACK TO THE SERVER; IT ONLY CONFIRMS THAT IT'S ACTIVE).*

WHEN THE STUDENT LEAVES THE SCHOOL, THE GEOFENCE DEACTIVATES THE VPN *(NO PERSISTENT CONNECTION).*

PRIVACY & SECURITY REINFORCEMENT:

- NO GPS TRACKING AT ANY TIME—INSIDE OR OUTSIDE SCHOOL ZONES.
- NO LOCATION DATA STORED OR TRANSMITTED—THE APP ONLY DETECTS WHEN A DEVICE ENTERS A PREDEFINED GEOFENCE TO ACTIVATE.
- NO INTERNET TRAFFIC MONITORING, NO ACCESS TO BROWSER HISTORY, PHOTOS, VIDEOS OR WHAT A STUDENT DOES ON THEIR PHONE

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ONBOARDING & ROLLOUT PLANNING

The Commons
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WEEKS 1-2: Foundation Building

Build your plan, assemble your Core Commons Team, align roles

01

Kickoff meeting with CSM

Launch your implementation journey with strategic planning and goal alignment

02

Core Commons Team role assignments

Identify and assign key stakeholders to drive success across your organization

03

Team alignment session

Ensure everyone understands their responsibilities and the path forward

We will also align your policy with The Commons

WEEKS 3-4: Launch Preparation

Train staff, prep communications, finalize tech setup

01

Staff training & Student Champion recruitment

Prepare your team and identify student leaders to champion the program

02

Parent & student communications

Inform and engage your community with clear, compelling messaging

03

Tech checklist & roster upload

Complete technical setup and ensure all systems are ready

WEEKS 5-6: Student Launch

Achieve 80%+ students onboarded, paired, and compliant

01

Launch day event

Assembly or classroom rollout to maximize student engagement

02

Daily compliance monitoring

Track progress and identify students who need support

03

Tech troubleshooting & follow-up

Resolve issues quickly to maintain momentum

Do you have a required class or setting where all students participate i.e. advisory, health, etc. that could support student onboarding and program introduction?

WEEKS 7-12+: Building Momentum

Reach 90%+ compliance and create sustainable culture

01

Targeted Support

Focus on non-compliant students with personalized interventions

02

Incentives Program

Execute rewards and recognition to drive engagement

03

Steady-State Monitoring

Transition to sustainable, long-term compliance practices

Student Cellphone Policy (The Commons-Integrated)

To foster a focused, respectful, and academically productive learning environment, Mahnomen Public School has adopted a more structured approach to student cellphone use, implementing a no-phone policy from arrival to dismissal. This policy works in conjunction with *The Commons*, a mobile application installed on student devices that automatically manages app access during school hours.

Purpose and Values

The purpose of this policy is to minimize the impact of cell phones and personal electronic devices on academic performance, mental health, learning environments, and effective teaching.

- **School Culture:** Research shows that schools that remove cellphone distractions during the day report greater student well-being and teacher happiness.
- **Mental Health:** High cell phone use is linked to increased anxiety, stress, social isolation, and depression.
- **Learning Environments:** Cell phones in classrooms make it challenging for teachers to maintain a focus on student learning, including increased cheating and reduced classroom participation.

Policy Overview & Guidelines

- **During instructional time**, students are expected to remain fully engaged in classroom learning. The use of personal cellphones is permitted **only** for:
    - Approved academic tools and resources (e.g., calculator apps, classroom polls)
    - Medical-related functions or health-related communication (e.g., glucose monitors, IEP or 504 specific applications)
    - Emergency communication needs

The Commons application will help align these expectations by:

    - Automatically disabling access to social media, video streaming, games, and other entertainment platforms during school hours.
    - Allowing uninterrupted access to educational tools, health apps, and essential communication functions.

- **Phone visibility and use in classrooms** should remain limited and purposeful. Students may only use their phones when explicitly permitted by a teacher or staff member.

Cellphones, AirPods, and Apple Watches should otherwise remain in students' backpacks or lockers throughout the school day.

Implementation Expectations

- All students are to have *The Commons* installed and functioning on their personal devices as a condition for bringing phones to campus. If the student does not download The Commons, they can opt to leave their phone at home.
- Tampering with or attempting to disable *The Commons* app will result in disciplinary action in accordance with the student code of conduct.
- Devices found to be in violation of the policy (e.g., accessing restricted content during school hours) will be addressed on a case-by-case basis, and may include:
    - First offense: Cellphone is collected until the end of day and student needs to meet with an administrator
    - Second offense: Cellphone is collected until end of the day and parent or guardian will need to come pick it up
    - Third offense: Cellphone is collected until end of the day and parent or guardian will need to come pick it up, and an alternative plan will be put in place

Equity and Accessibility

- The school will ensure that students who do not have compatible devices or who opt out of bringing phones, with parent consent, are not disadvantaged in academic activities.

- Accommodations will be made for students with documented medical or accessibility needs requiring alternative technology use.

Family Communication

- In case of emergencies or important updates, families are encouraged to contact the front office directly, as this helps us ensure the student has the appropriate supports needed for the situation.

Positive Reinforcement (PBIS)

As part of our Positive Behavioral Interventions and Supports (PBIS) framework, students who consistently follow the cellphone policy and demonstrate responsible technology use may be recognized through:

- PBIS points or rewards
- Positive referrals or shoutouts from staff

This recognition helps reinforce a culture of digital responsibility and encourages students to make thoughtful choices about technology use.

Adopted: April 14, 2025

Policy 524.5

Revised: August 17, 2026 *Orig. 2025*

524.5 PERSONAL ELECTRONIC COMMUNICATION DEVICES

I. PURPOSE

The objective of this policy is to support the school district's focus on learning in alignment with the district's mission to ignite students' passion for learning, cultivate a strong foundation of knowledge, and foster a sense of community within our schools. Possession and use of personal electronic communication devices must be regulated to ensure that such devices do not disrupt or interfere with the education process or school operations, impair the safety, welfare, and privacy of students and staff, or are used as part of an act of academic dishonesty.

II. GENERAL STATEMENT OF POLICY

To minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment and to support school environments in which students can engage fully with their classmates, their teachers, and instruction, the school board has determined the use of personal electronic communication devices by students during school hours should be limited.

III. DEFINITIONS

A. "Bell-to-Bell" means from when the first bell rings at the start of the school day to begin instructional time until the dismissal bell rings at the end of the academic school day. "Bell-to bell" includes lunch and time in between class periods.

B. "Cell Phone" means a personal device capable of making calls, transmitting pictures or video, or sending or receiving messages through electronic means. The definition of cell phone includes a non-smart phone that is limited to making phone calls or text messages and a smart phone that encompasses the above features.

C. "Cyberbullying" means bullying using technology or other electronic communication, including but not limited to a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device.

D. "Instructional Time" means any structured or unstructured learning experiences that occur from when the first bell rings at the start of the school day until the dismissal bell rings at the end of the academic school day.

E. "Personal Electronic Communication Device" means any personal device capable of connecting to a cell phone, the internet, a cellular or Wi-Fi network, or directly connects to another similar device. Personal electronic communication devices may include cell phones, wearable devices such as smart watches, personal headphones, earbuds or pods, laptops, tablets, virtual reality devices, and other personal electronic communication devices with the abovementioned characteristics.

F. "Stored" means a cell phone or personal electronic communication device not being carried on the student's person, including not in the student's pocket. Storage options may include, but are not limited to, in the student's backpack, in the student's locker, in a locked pouch, or in a designated place in the classroom, as determined by school administration.

IV. PERSONAL ELECTRONIC COMMUNICATION DEVICE USE AND STORAGE

A. Personal Electronic Communication Device Use

1. Students are prohibited from using personal electronic communication devices _____

2. Elementary Schools (K-6)

a. Students are prohibited from using personal electronic communication devices on school premises from bell-to-bell, which includes but is not limited to instructional time, lunch periods, recess, school-sponsored programs, events or activities, or any other time during the designated school day.

b. All personal electronic communication devices shall be kept in designated areas and turned off.

3. Middle Schools/Junior High Schools

4. High Schools (7-12)

a. Students are prohibited from using personal electronic communication devices during instructional time, which includes the entire period of a scheduled class and other times when students are directed to report to and participate in any instructional activity.

b. Students may wear smart or electronic watches but may not use any communication applications or features that are prohibited from use on other personal electronic communication devices and all notifications must be turned off.

c. All personal electronic communication devices shall be kept in designated areas and turned off during instructional time. Personal electronic communication devices may be used during passing times and lunch periods; however, such use is discouraged.

B. Off-Campus School-Sponsored Activities

School administration may establish guidelines for personal electronic communication device possession and use during off-campus school-sponsored activities, such as extracurricular activities, outdoor and service trips, and school field trips. These guidelines will be provided at pre-activity meetings, activity-specific permission slips, and by other means as appropriate in the circumstances.

V. LIMITATIONS ON USE OF AND STORAGE OF PERSONAL ELECTRONIC COMMUNICATION DEVICES

A. Limitations on Use of Personal Electronic Communication Devices

1. Personal electronic communication devices may not be used in any manner that causes or results in disruption of the educational environment or school-sponsored extracurricular activities or events or impairs or interferes with school district operations.

2. Devices, including but not limited to personal electronic communication devices, with audio, video, or photo-taking capabilities shall not be used at any time in locker rooms, bathrooms, or other locations where the presence of such devices poses an unreasonable risk to the safety, welfare, or privacy of others. Confiscation and search of such devices will occur if found in these

areas.

3. Students may not use a device to record, transmit, or post audio, videos, or photos of a person or persons on school grounds or on a school bus without the express permission of school staff in addition to the express consent of the individual or individuals that are the subjects of the recording.

4. Personal electronic communication devices may not be used to engage in bullying, cyberbullying, harassment, discrimination, or other activity prohibited under federal or state law or under school district policy.

5. Personal electronic communication devices shall not be used during a lockdown drill, a fire drill, or a similar safety drill.

B. Storage of Personal Electronic Communication Devices

Students shall keep their personal electronic communication devices in a secure place, such as the student's locker, a closed backpack, a storage device provided by the school, or an area designated by the classroom teacher at all times when personal electronic communication device use is prohibited. Students who choose to bring a personal electronic communication device to school must have The Commons, a district-managed software, installed on each device. Students who do not install the district-managed application are prohibited from bringing their personal electronic communication device on school grounds, or it must be stored in the office each day.

V. EXCEPTIONS

A. Nothing in this policy prohibits a student from using a personal electronic communication device for a purpose documented in the student's individualized education program, a plan developed under section 504 of the Rehabilitation Act of 1973, or a health care plan in force regarding the student.

B. A student may use a personal electronic communication device to monitor or address a health concern or medical condition upon permission granted by school administration.

C. Students may use a personal electronic communication device when the use is necessary to respond to or report an emergency. For purposes of this policy, "emergency" means an actual or imminent threat to the health or safety of students and/or school personnel, which may result in death, bodily injury, or substantial property damage.

D. A student may use a personal electronic communication device during a time at which use would otherwise be prohibited when the student has been granted permission from a staff member to use the device. If the school district implements a curriculum that uses technology, students may be allowed to use their own personal electronic communication devices to access the curriculum. Students who are allowed to use their own devices to access the curriculum will be granted access to any application or electronic materials when they are available to students who do not use their own devices, or provided free of charge to students who do not use their own devices for curriculum.

E. A personal electronic communication device may be stored in student vehicles parked on school district property provided that the device is not removed from the vehicle while on school district property.

F. Students who need to make a call may request permission to use a telephone in the building office.

VI. DISCIPLINE

If a student violates this policy, a teacher or administrator shall take the following progressively serious disciplinary measures:

A. Give the student a verbal warning and require the student to store the student's personal electronic communication device in accordance with this policy.

B. Securely store the student's personal electronic communication device in a teacher- or administrator-controlled locker, bin, or drawer for the duration of the class or period.

C. Place the student's personal electronic communication device in the school's central office for the remainder of the school day.

D. Place the student's personal device in the school's central office to be picked up by the student's parent or guardian.

E. Schedule a conference with the student's parent or guardian to discuss the student's personal device use.

F. Apply discipline as provided under school district policies and as appropriate.

G. Other (insert as needed).

VII. SCHOOL DISTRICT RESPONSIBILITY

A. The school district is not responsible for, nor is it required to investigate, any lost, stolen, or damaged personal electronic communication devices brought onto school grounds or the bus or school-sponsored activities or events.

B. The school board directs the superintendent and school district administration to establish additional rules and procedures regarding student possession and use of personal electronic communication devices in schools as the superintendent and school district administration find appropriate. These rules shall be consistent with this policy and other applicable school district policies. These rules and procedures should seek to minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or pursuant to similar criteria.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.73 (School Cell Phone Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
29 U.S.C. § 794 (Nondiscrimination under Federal Grants and Programs)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 524 (Internet, Technology, and Cell Phone Acceptable Use and Safety Policy)
Away for the Day (www.awayfortheday.org)
MASSP/MESPA, *The Cell Phone Toolkit* (July 2024)

Quote

The Commons
428 Minnesota St, Suite 500, St Paul, MN 55101
Shannon@the-commons.app
951-741-7993

Date: 8.14.2026

TO

Dr. Andrea Simon - Superintendent
Mahnomen Public Schools - ISD #432
218-935-2211
andrea.simon@mahnomen.k12.mn.us

PO Box 319
310 W Madison Avenue
Mahnomen, Minnesota 56557

DESCRIPTION	QTY	UNIT PRICE	TOTAL
The Commons Impact Program-	450	$5.00	$2,250
One-Time Implementation by School	1	$1,000	$1,000
		Sales Tax	$0
		Balance Due	$3,250

Notes: Participation in the IMPACT Program to measure success based on IMPACT KPI pillars. Requires data collection by the schools.

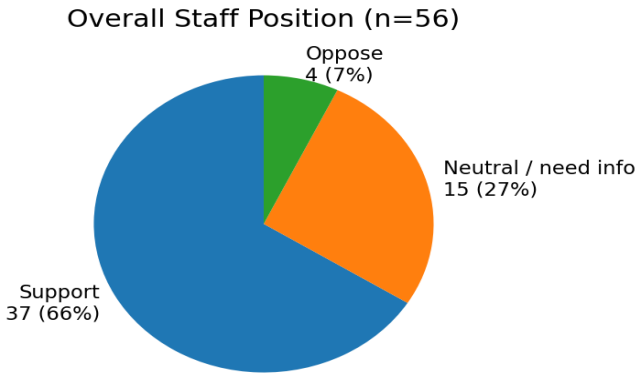
By submitting payment, Institution acknowledges and agrees to The Commons' Terms of Service (the-commons.app/terms-of-service) and Privacy Policy (the-commons.app/privacy-policy), each incorporated herein by reference. Where a separate Data Processing Agreement or SaaS Agreement is on file between the parties, that agreement governs and controls.

Please submit a valid tax-exempt certificate (if applicable) and a purchase order number to finalize this quote and proceed to invoicing.

The Commons - Staff Feedback Summary

Mahnomen Public Schools | Board Summary | 57 staff responses

Bottom line: Staff feedback was favorable overall. Of the 56 staff who answered the final implementation question, **37 (66%) supported implementation**, 15 (27%) were neutral or wanted more information, and 4 (7%) opposed. Earlier in the survey, **55 of 56 respondents (98%)** said yes or maybe to exploring The Commons further.



Who responded

35 teachers, 7 paraprofessionals, 4 administrators, 4 student support staff, and 6 staff in other roles (1 response did not identify a role).

Current phone environment

26 of 56 respondents (46%) rated cell phone distraction a 4 or 5 on a 5-point scale. Current phone expectations were rated mostly low-to-moderate: 31 of 54 respondents (57%) rated their effectiveness a 1 or 2.

Awareness

49 of 56 respondents had not heard of The Commons before the survey, so many responses reflect an initial reaction rather than experience with the program.

What staff see as the biggest benefits

Less conflict over phone enforcement (45); more consistent expectations across classrooms (41); fewer classroom distractions (39); easier for teachers to manage (34); and improved student engagement (31).

Concerns staff raised

The most common concern was **student compliance (36)**. Other concerns included additional staff responsibilities (11), cost (10), student safety/emergency communication (8), technology reliability (8), parent communication (7), and privacy/data concerns (6). Fourteen respondents selected **no major concerns**.

What staff say will matter most for implementation

Consistent enforcement (43) was the strongest theme, followed by clear student expectations (34), administrative support (28), parent education (27), staff training (24), clear emergency procedures (19), and reliable technology (13).

Takeaway for the Board

The survey shows broad staff openness to The Commons, with relatively little outright opposition. The feedback also points to a clear implementation message: success will depend less on the concept itself and more on consistent expectations, administrative follow-through, student compliance, and clear communication with families and staff.

Mahnomen Public Schools
E-Learning Plan

In 2017, legislators passed a law allowing Minnesota public schools to hold up to Five (5) e-Learning days on days for bad weather. This means students will receive learning activities and assignments provided by their classroom teachers that students would complete at home or wherever they go on a snow day. Students would receive instruction in each of their classes on an E-Learning day. Therefore, even though the weather may prevent staff and students from coming to the school building, students can have a school day that does not have to be made up later.

This concept currently exists with the components of Pandemic Distance Learning the past year and the integration of technology into our classrooms. Teachers and students utilize Google Classroom (or other digital learning systems) to post instructional materials, assignments and some grade levels send paper assignments home. Students can submit assignments to Google Classroom or turn in paper copies.

E-Learning days look slightly different for each grade level. Those without internet access or devices at home will be doing lessons prepared and sent ahead of time that will include assignments and activities for each subject they have. Learning activities for all students will also be posted through Google Classroom (or other digital learning systems) so that both students and parents can have access to all subjects and assignments.

Teachers will be available to answer questions by email or other communication methods designated by the classroom teacher. Student assignments and instructions will be posted by 9:00 AM. Accessibility to teachers will be provided to the students from 9:00 a.m. and 3:00 p.m. by multiple formats including: email, Google Classroom, and phone. Students will have two days following the E-Learning day to turn in assignments to their teachers, allowing for individual family situations. Attendance for bad weather days will be based on homework completion within the two-day window.

All staff will be expected to work during E-Learning days. If they are not able or willing to complete work assignments on that day it will go unpaid unless an alternative make-up day is designated by their supervisor. Expectations and assignments include:

- Classroom & Special Education Teachers - direct instruction to students and answering student questions via Google Classroom, email and phone.
- Non-Classroom Teachers, Counselors, Interventionists, Clerical, Etc. - submit a work plan to the supervising administrator. Maintain access to email & phone for questions and communications.
- Paraprofessionals & Kitchen Staff - (depending on assignment) may be assigned to provide on-line tutoring and student support or assigned to complete on-line professional development or other job related duties.

Mahnomen Public Schools
E-Learning Plan

Vision
The vision of E-Learning is that when school is canceled due to weather conditions, students and teachers will wisely utilize this time to continue with the learning that has taken place in their classrooms. The content and lessons will be related to the current classroom curriculum goals and skills. A maximum of up to 5-days can be used as E-Learning days.
Procedure
On a school cancellation day, the superintendent will inform all staff and students of the E-Learning day. This announcement will be made prior to 6:30 AM via School Messenger System and other media outlets. **The announcement will clearly state if it is an E-Learning day.** You must have a current working phone number on file at the school to receive instant messages.
Attendance
Attendance is taken as E-Learning assignments are marked complete. Students have up to 2-days to complete E-Learning assignments and submit them.
Instruction
Instruction will take place through Google Classroom and/or E-Learning packets sent home. E-Learning assignments should not take any more or less time for students to complete than would normally during the class. Students have up to 2-days to complete assigned E-Learning work and get turned in for grading. Special Education teachers are to collaborate with regular education teachers to modify and adapt E-Learning assignments to meet the needs of students.
Special Education
Special Education teachers are to collaborate with regular education teachers to modify and adapt E-Learning assignments to meet the needs of students. If a student receives instruction in the special education setting, the special education teacher is responsible for developing the E-Learning assignment. Students with special needs or circumstances may face unique challenges while performing the academic tasks. Provisions and accommodations will be made for individual needs on a case by case basis.
Schedule
8:00 -9:00 AM
Teachers post and message students and families of assignments via email, google classroom and remind app. By 9:00 AM teachers email the Principal of their E-Learning assignment plan.
Students are to check in via email or Google Classroom to receive assignments.
9:00 - 3:00 PM
Teachers maintain access to email/phone/Google Classroom to provide feedback and communication with students. Mahnomen Elem. teachers will be holding Google meets from 9-10am & 1-2pm
Students complete work assignments and can communicate with teachers via email/phone/ Google Classroom.

TECTA AMERICA DAKOTAS
ROOFING & SHEET METAL SERVICES

QUOTATION

B015748

1810 North 6th Street
PO Box 12878
Grand Forks, ND 58208
Office: 701.775.5369
Fax: 701.775.2419

205 42nd Street SE, Ste. 100
Minot, ND 58702
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Fax: 701.838.5864

2315 7th Avenue North
Fargo, ND 58102
Office: 701.232.7330
Fax: 701.232.5298

105 7th Avenue SE
Jamestown, ND 58401
Phone: 701.252.2403
Fax: 701.775.2419

213 Riverwood Ave SE
Mandan, ND 58554
Phone: 701.663.8972

314 5th Street SE
Devils Lake, ND 58301
Office: 701.662.8137
Fax: 701.662.3190

Equal Opportunity Employer / Toll Free: 1.800.732.4246 / www.tectaamerica.com

TO

Mahnomen Public Schools
Attn: Project Manager
310 West Madison Avenue
Mahnomen, MN 56557

DATE August 13, 2026

PROJECT Section B Coating – Approximately 9,264 SF
310 West Madison Avenue

LOCATION Mahnomen, MN 56557

WE ARE PLEASED TO QUOTE ON THE FOLLOWING

SCOPE OF WORK

The undersigned proposes to furnish all labor, materials, and equipment, and to finish in a workmanlike manner all work as noted below after all remedial work has been completed:

SPECIFICATIONS:

- Set up at site. Protect building from debris, and secure work area
- Provide a temporary toilet facility for roofing and sheet metal crews
- Provide all necessary equipment required for lifting material and equipment on to the roof
- Vacuum and remove loose gravel from the roof
- Haul away all roofing debris and clean site as necessary
- Remove existing edge metal and save for reuse
- Pressure wash all roof surfaces using a pressure washer greater than 3,000 psi. Pressure wash roof until water is clear starting at the drains towards the outside of the roof and back in towards the drains
- Apply GacoFlex HER Sealant to existing seams, corners, and laps at a rate of 70 lineal feet per gallon and at least 4" wide. Allow sealant to dry for a minimum of 12 hours at 75 degrees
- Apply GacoBase U95 at the rate of 6 gallons per square. Ensure that GacoBase U95 fully encapsulates 75% of the remaining embedded aggregate and no more than ¼" of aggregate is showing. Allow GacoBase U95 to dry for at least 4 hours at 75 degrees
- Apply GacoFlex S4200 white silicone coating at the rate of 2.25 gallons per square. Coat all surfaces including flashings and penetrations. Apply additional coat at edges and penetrations once first coat has cured for at least 24 hours
- Reinstall existing edge metal
- Provide a manufacturer's 20-year warranty

All of the above listed work will be provided for the sum of $165,507.00

Quote continued on next page

The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Building Permit. Some cities require a building permit be purchased for re-roofing projects. Unless specifically stated on this proposal, Tecta America Dakotas LLC has not included that cost.
Expiration. This proposal expires 30 days from date hereof.

See additional conditions on reverse.

Accepted

By _____
(Authorized Signature)

Tecta America Dakotas LLC

By Mason Jenstead
Mason Jenstead

Please sign front, initial back and return one copy. By signing, both parties agree to the Terms and Conditions on reverse.

TECTA AMERICA DAKOTAS
ROOFING & SHEET METAL SERVICES

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WE ARE PLEASED TO QUOTE ON THE FOLLOWING

SCOPE OF WORK (Continued)

Exclusions:

1. Membrane protection and repair of any damage to roof from time of installation until final acceptance
2. Insulation at parapet details (all surfaces interior, top, and exterior)
3. Insulation at wall/roof transition
4. Roof damage caused by other trade traffic/work. Responsible trade(s) will be billed for repairs
5. Temporary roofing
6. Multiple mobilizations
7. Disconnects or reconnects of any electrical lines, gas lines, or roof top units
8. Raising of any roof top units or gas lines
9. Wood blocking or sheathing
10. Snow and ice removal
11. Building permits

Note No. 1:
With material pricing volatility and freight availability we reserve the right to review all prices and make adjustments as needed. Pricing has been projected through September of 2026. Any additional material price increases will need to be discussed and assessed via change order.

The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Building Permit. Some cities require a building permit be purchased for re-roofing projects. Unless specifically stated on this proposal, Tecta America Dakotas LLC has not included that cost.
Expiration. This proposal expires 30 days from date hereof.

See additional conditions on reverse.

Accepted

By _____
(Authorized Signature)

Tecta America Dakotas LLC

By Mason Jenstead
Mason Jenstead

Please sign front, initial back and return one copy. By signing, both parties agree to the Terms and Conditions on reverse.

TERMS AND CONDITIONS

Nature of Work. Tecta America Dakotas LLC shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta America Dakotas LLC does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Tecta America Dakotas LLC is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Tecta America Dakotas LLC, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta America Dakotas LLC is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta America Dakotas LLC from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Tecta America Dakotas LLC is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

1. Indemnification. To the fullest extent permitted by law, Tecta America Dakotas LLC shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta America Dakotas LLC's work under this Contract provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta America Dakotas LLC or anyone for whose work Tecta America Dakotas LLC is responsible under this contract. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.
2. Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by Tecta America Dakotas LLC not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Tecta America Dakotas LLC is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Tecta America Dakotas LLC shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
3. Insurance. Tecta America Dakotas LLC shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Tecta America Dakotas LLC will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by Tecta America Dakotas LLC, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Tecta America Dakotas LLC's equipment is removed from the premises.
4. Additional Insured. If Customer requires and Tecta America Dakotas LLC agrees to name Customer or others as an additional insured on Tecta America Dakotas LLC's liability insurance policy, Customer and Tecta America Dakotas LLC agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tecta America Dakotas LLC and is not intended to make the Tecta America Dakotas LLC's insurer liable for claims that are due to the fault of the additional insured.
5. Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contact price adjusted accordingly. Any penetrations through the roofing to be installed by Tecta America Dakotas LLC not shown on the plans provided to Tecta America Dakotas LLC prior to submittal of this proposal shall be considered an order for extra work. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.
6. Availability of Site. Tecta America Dakotas LLC shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta America Dakotas LLC shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta America Dakotas LLC's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Tecta America Dakotas LLC to the job as a result of the job not being ready for roof application after Tecta America Dakotas LLC has been notified to proceed will be charged as an extra.
7. Site Conditions. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra.
8. Price Volatility. Asphalt, steel products, isocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta America Dakotas LLC. If there is a substantial increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to Tecta America Dakotas LLC, upon submittal of written documentation and advance notice to Customer.
9. Fumes and Emissions. Owner and Tecta America Dakotas LLC acknowledge that asphalt may be heated by Tecta America Dakotas LLC, odors and emissions from other roofing products will be released and noise will be generated as part of the roofing operations to be performed by Tecta America Dakotas LLC. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Tecta America Dakotas LLC harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
10. Back Charges. No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta America Dakotas LLC shall be valid unless previously authorized in writing by Tecta America Dakotas LLC and unless written notice is given to Tecta America Dakotas LLC within ten (10) days of the event, act or omission which is the basis of the back charge.
11. Damages and Delays. Tecta America Dakotas LLC will not be responsible for damage done to Tecta America Dakotas LLC's work by others. Any repairing of the same by Tecta America Dakotas LLC will be charged at regular scheduled rates over and above the amount of this proposal. Tecta America Dakotas LLC shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Tecta America Dakotas LLC's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
12. Electrical Conduit. Tecta America Dakotas LLC's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Tecta America Dakotas LLC from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Tecta America Dakotas LLC's personnel, and shall compensate Tecta America Dakotas LLC for additional time, labor and expense resulting from the presence of such materials.
13. Right to Stop Work. The failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shut-down, delay and start-up.
14. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta America Dakotas LLC shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tecta America Dakotas LLC harmless from claims of tenants who were not so notified and did not provide protection.
15. Working Hours. This proposal is based upon the performance of all work during Tecta America Dakotas LLC's regular working hours. Extra charges will be made for overtime and all work performed other than during Tecta America Dakotas LLC's regular working hours, if required by Customer.
16. Warranty. Tecta America Dakotas LLC's work will be warranted by Tecta America Dakotas LLC in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Tecta America Dakotas LLC's standard warranty is attached or, if not, will be furnished upon request. Tecta America Dakotas LLC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta America Dakotas LLC for all defects in workmanship furnished by Tecta America Dakotas LLC. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. Tecta America Dakotas LLC's Liability is waived if Customer does not maintain the roof in accordance with the manufacturer's instructions.
17. Mold. Tecta America Dakotas LLC and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly; including notice to Tecta America Dakotas LLC if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta America Dakotas LLC will make repairs promptly so that water entry through the roofing installed by Tecta America Dakotas LLC is not a source of moisture. Tecta America Dakotas LLC is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Tecta America Dakotas LLC from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
18. Material References. Tecta America Dakotas LLC is not responsible for the actual verification of Technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
19. Arbitration. If a dispute shall arise between Tecta America Dakotas LLC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta America Dakotas LLC, including a claim alleging any breach of this contract or negligence by Tecta America Dakotas LLC must be initiated no later than two (2) years after Tecta America Dakotas LLC completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of the Tecta America Dakotas LLC.
20. Price Contingency. The price provided for the identified scope of work is contingent upon the final agreement of any contractual terms and conditions.
21. Work Not Included. No repairs to roof deck, installation of wood blocking or cant strips, furnishing and application of sheet metal work or roof drains and lead roof drain flashings, or other items not stated on the face of this proposal are included in this contract. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of rotted wood blocking, wet insulation, or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra unless specifically included on the face of this proposal. Roof penetrations and other roof top equipment not shown on drawings that require flashing by Tecta America Dakotas LLC will be considered extra work.
22. Payment. Unless stated otherwise on the face of this proposal, payment, including monthly progress pay requests, shall be made by Customer within 30 days of receipt of invoice. All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. If Customer does not make payment, Tecta America Dakotas LLC shall be entitled to recover from Customer all costs of collection incurred by Tecta America Dakotas LLC, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of Tecta America Dakotas LLC. Failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until final payment is made or terminate this contract. The contract sum to be paid to Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shutdown, delay and start up.
23. The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Tecta America Dakotas LLC agrees that it and each subcontractor shall to the extent applicable by law comply with (1) the terms of the Equal Opportunity and Affirmative Action clauses, which are incorporated herein by this reference, and program requirements contained in 41 CFR §§ 60-1.4(a), 250.5(a) and 741.5(a), or their successors, concerning women, minorities, eligible veterans and individuals with a disability, (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (41 CFR § 60-4.2(d)), or its successor, (3) the EEO-1 and VETS-100 form filing requirements contained in 41 CFR §§ 60-1.7 and 61-250.5(a) or their successors, and (4) all applicable Executive Orders, laws and regulations relating to any of the above.

*INITIALS*_____

TECTA AMERICA DAKOTAS
ROOFING & SHEET METAL SERVICES

QUOTATION

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Attn: Project Manager
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DATE August 13, 2026

PROJECT Section B Wet Replacement – Approximately 1,658 SF
310 West Madison Avenue

LOCATION Mahnomen, MN 56557

WE ARE PLEASED TO QUOTE ON THE FOLLOWING

SCOPE OF WORK

The undersigned proposes to furnish all labor, materials, and equipment, and to finish in a workmanlike manner all work as noted below for three areas of wet replacement (Area 1 975 SF, Area 2 623 SF, Area 3 60 SF):

SPECIFICATIONS:

- Set up at site. Protect building from debris, and secure work area
- Provide a temporary toilet facility for roofing and sheet metal crews
- Provide all necessary equipment required for lifting material and equipment on to the roof
- Sweep gravel out of wet replacement areas
- Remove the existing roof membrane and insulation down to the structural deck
- Haul away all roofing debris and clean site as necessary
- Backfill wet replacement areas with ISO insulation to match existing roof system
- Fasten ½" DensDeck Prime over ISO insulation using insulation plates and heavy-duty fasteners. Attachment rates to be 12 per 4'x8' board in the field zone, 18 per board in the perimeter zone, and 27 per board in the corner zones
- Torch apply Elevate APP 180 modified bitumen membrane over DensDeck Prime. Start at low point and maintain 3" side laps and 6" end laps
- Tie-in perimeter of wet replacement areas with GacoFlex HER Sealant at a rate of 70 lineal feet per gallon and at least 4" wide

All of the above listed work will be provided for the sum of $48,316.00

In addition to above, replace additional wet/damaged/deteriorated existing insulation at the unit price of $24 per square foot of complete roof system.

Quote continued on next page

The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Building Permit. Some cities require a building permit be purchased for re-roofing projects. Unless specifically stated on this proposal, Tecta America Dakotas LLC has not included that cost.
Expiration. This proposal expires 30 days from date hereof.

See additional conditions on reverse.

Accepted

By _____
(Authorized Signature)

Tecta America Dakotas LLC

By Mason Jenstead
Mason Jenstead

Please sign front, initial back and return one copy. By signing, both parties agree to the Terms and Conditions on reverse.

TECTA AMERICA DAKOTAS
ROOFING & SHEET METAL SERVICES

QUOTATION

B015746

1810 North 6th Street
PO Box 12878
Grand Forks, ND 58208
Office: 701.775.5369
Fax: 701.775.2419

205 42nd Street SE, Ste. 100
Minot, ND 58702
Office: 701.838.5945
Fax: 701.838.5864

2315 7th Avenue North
Fargo, ND 58102
Office: 701.232.7330
Fax: 701.232.5298

105 7th Avenue SE
Jamestown, ND 58401
Phone: 701.252.2403
Fax: 701.775.2419

213 Riverwood Ave SE
Mandan, ND 58554
Phone: 701.663.8972

314 5th Street SE
Devils Lake, ND 58301
Office: 701.662.8137
Fax: 701.662.3190

Equal Opportunity Employer / Toll Free: 1.800.732.4246 / www.tectaamerica.com

TO

Mahnomen Public Schools
Attn: Project Manager
310 West Madison Avenue
Mahnomen, MN 56557

DATE August 13, 2026

PROJECT Section B Wet Replacement – Approximately 1,658 SF
310 West Madison Avenue

LOCATION Mahnomen, MN 56557

WE ARE PLEASED TO QUOTE ON THE FOLLOWING

SCOPE OF WORK (Continued)

Exclusions:

1. Membrane protection and repair of any damage to roof from time of installation until final acceptance
2. Insulation at parapet details (all surfaces interior, top, and exterior)
3. Insulation at wall/roof transition
4. Roof damage caused by other trade traffic/work. Responsible trade(s) will be billed for repairs
5. Temporary roofing
6. Multiple mobilizations
7. Disconnect or reconnects of any electrical lines, gas lines, or roof top units
8. Raising of any roof top units or gas lines
9. Wood blocking or sheathing
10. Snow and ice removal
11. Roof deck replacement or repair

Note No. 1:
With material pricing volatility and freight availability we reserve the right to review all prices and make adjustments as needed. Pricing has been projected through September of 2026. Any additional material price increases will need to be discussed and assessed via change order.

The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Building Permit. Some cities require a building permit be purchased for re-roofing projects. Unless specifically stated on this proposal, Tecta America Dakotas LLC has not included that cost.
Expiration. This proposal expires 30 days from date hereof.

See additional conditions on reverse.

Accepted

By _____
(Authorized Signature)

Tecta America Dakotas LLC

By Mason Jenstead
Mason Jenstead

Please sign front, initial back and return one copy. By signing, both parties agree to the Terms and Conditions on reverse.

TERMS AND CONDITIONS

Nature of Work. Tecta America Dakotas LLC shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta America Dakotas LLC does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Tecta America Dakotas LLC is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Tecta America Dakotas LLC, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta America Dakotas LLC is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta America Dakotas LLC from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Tecta America Dakotas LLC is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

1. Indemnification. To the fullest extent permitted by law, Tecta America Dakotas LLC shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta America Dakotas LLC's work under this Contract provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta America Dakotas LLC or anyone for whose work Tecta America Dakotas LLC is responsible under this contract. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.
2. Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by Tecta America Dakotas LLC not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Tecta America Dakotas LLC is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Tecta America Dakotas LLC shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
3. Insurance. Tecta America Dakotas LLC shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Tecta America Dakotas LLC will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by Tecta America Dakotas LLC, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Tecta America Dakotas LLC's equipment is removed from the premises.
4. Additional Insured. If Customer requires and Tecta America Dakotas LLC agrees to name Customer or others as an additional insured on Tecta America Dakotas LLC's liability insurance policy, Customer and Tecta America Dakotas LLC agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tecta America Dakotas LLC and is not intended to make the Tecta America Dakotas LLC's insurer liable for claims that are due to the fault of the additional insured.
5. Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contact price adjusted accordingly. Any penetrations through the roofing to be installed by Tecta America Dakotas LLC not shown on the plans provided to Tecta America Dakotas LLC prior to submittal of this proposal shall be considered an order for extra work. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.
6. Availability of Site. Tecta America Dakotas LLC shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta America Dakotas LLC shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta America Dakotas LLC's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Tecta America Dakotas LLC to the job as a result of the job not being ready for roof application after Tecta America Dakotas LLC has been notified to proceed will be charged as an extra.
7. Site Conditions. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra.
8. Price Volatility. Asphalt, steel products, isocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta America Dakotas LLC. If there is a substantial increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to Tecta America Dakotas LLC, upon submittal of written documentation and advance notice to Customer.
9. Fumes and Emissions. Owner and Tecta America Dakotas LLC acknowledge that asphalt may be heated by Tecta America Dakotas LLC, odors and emissions from other roofing products will be released and noise will be generated as part of the roofing operations to be performed by Tecta America Dakotas LLC. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Tecta America Dakotas LLC harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
10. Back Charges. No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta America Dakotas LLC shall be valid unless previously authorized in writing by Tecta America Dakotas LLC and unless written notice is given to Tecta America Dakotas LLC within ten (10) days of the event, act or omission which is the basis of the back charge.
11. Damages and Delays. Tecta America Dakotas LLC will not be responsible for damage done to Tecta America Dakotas LLC's work by others. Any repairing of the same by Tecta America Dakotas LLC will be charged at regular scheduled rates over and above the amount of this proposal. Tecta America Dakotas LLC shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Tecta America Dakotas LLC's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
12. Electrical Conduit. Tecta America Dakotas LLC's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Tecta America Dakotas LLC from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Tecta America Dakotas LLC's personnel, and shall compensate Tecta America Dakotas LLC for additional time, labor and expense resulting from the presence of such materials.
13. Right to Stop Work. The failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shut-down, delay and start-up.
14. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta America Dakotas LLC shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tecta America Dakotas LLC harmless from claims of tenants who were not so notified and did not provide protection.
15. Working Hours. This proposal is based upon the performance of all work during Tecta America Dakotas LLC's regular working hours. Extra charges will be made for overtime and all work performed other than during Tecta America Dakotas LLC's regular working hours, if required by Customer.
16. Warranty. Tecta America Dakotas LLC's work will be warranted by Tecta America Dakotas LLC in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Tecta America Dakotas LLC's standard warranty is attached or, if not, will be furnished upon request. Tecta America Dakotas LLC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta America Dakotas LLC for all defects in workmanship furnished by Tecta America Dakotas LLC. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. Tecta America Dakotas LLC's Liability is waived if Customer does not maintain the roof in accordance with the manufacturer's instructions.
17. Mold. Tecta America Dakotas LLC and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly; including notice to Tecta America Dakotas LLC if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta America Dakotas LLC will make repairs promptly so that water entry through the roofing installed by Tecta America Dakotas LLC is not a source of moisture. Tecta America Dakotas LLC is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Tecta America Dakotas LLC from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
18. Material References. Tecta America Dakotas LLC is not responsible for the actual verification of Technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
19. Arbitration. If a dispute shall arise between Tecta America Dakotas LLC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta America Dakotas LLC, including a claim alleging any breach of this contract or negligence by Tecta America Dakotas LLC must be initiated no later than two (2) years after Tecta America Dakotas LLC completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of the Tecta America Dakotas LLC.
20. Price Contingency. The price provided for the identified scope of work is contingent upon the final agreement of any contractual terms and conditions.
21. Work Not Included. No repairs to roof deck, installation of wood blocking or cant strips, furnishing and application of sheet metal work or roof drains and lead roof drain flashings, or other items not stated on the face of this proposal are included in this contract. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of rotted wood blocking, wet insulation, or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra unless specifically included on the face of this proposal. Roof penetrations and other roof top equipment not shown on drawings that require flashing by Tecta America Dakotas LLC will be considered extra work.
22. Payment. Unless stated otherwise on the face of this proposal, payment, including monthly progress pay requests, shall be made by Customer within 30 days of receipt of invoice. All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. If Customer does not make payment, Tecta America Dakotas LLC shall be entitled to recover from Customer all costs of collection incurred by Tecta America Dakotas LLC, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of Tecta America Dakotas LLC. Failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until final payment is made or terminate this contract. The contract sum to be paid to Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shutdown, delay and start up.
23. The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Tecta America Dakotas LLC agrees that it and each subcontractor shall to the extent applicable by law comply with (1) the terms of the Equal Opportunity and Affirmative Action clauses, which are incorporated herein by this reference, and program requirements contained in 41 CFR §§ 60-1.4(a), 250.5(a) and 741.5(a), or their successors, concerning women, minorities, eligible veterans and individuals with a disability, (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (41 CFR § 60-4.2(d)), or its successor, (3) the EEO-1 and VETS-100 form filing requirements contained in 41 CFR §§ 60-1.7 and 61-250.5(a) or their successors, and (4) all applicable Executive Orders, laws and regulations relating to any of the above.

*INITIALS*_____

ESTIMATE	#801
ESTIMATE DATE	Aug 14, 2026
EXPIRATION DATE	Sep 27, 2026

Hoban's Plumbing & Heating, Inc

Mahnomen Public School
PO Box 319
Mahnomen, MN 56557

(218) 766-9276
jason.eggen@mahnomen.k12.mn.us

SERVICE ADDRESS

209 1st St SW
Mahnomen, MN 56557

CONTACT US

29843 374th St
Ogema, MN 56569

(218) 983-3611
office@hobansphi.com

ESTIMATE

HYDRANTS OPTION 1

Service completed by: Anne-Marye Hoban, Kassidy Winter

Services	qty	unit price	amount
INSTALL HYDRANTS 1 1/2 INCH POLY (250FT) (2) 1 INCH HYDRANTS EXTRA MATERIALS- FITTINGS LABOR AND MATERIALS INCLUDED	1.0	$3,802.00	$3,802.00
HORIZONTAL BORING	1.0	$3,200.00	$3,200.00
LARGE EQUIPMENT USAGE	1.0	$200.00	$200.00

Subtotal	$7,202.00
Tax (Exempt 0%)	$0.00
Total	**$7,202.00**

HYDRANT OPTION 2

Service completed by: Anne-Marye Hoban, Kassidy Winter

Services	qty	unit price	amount
INSTALL HYDRANT 1 1/2 INCH POLY (250FT) (1) 1 1/2 INCH HYDRANT EXTRA MATERIALS- FITTINGS LABOR AND MATERIALS INCLUDED	1.0	$4,920.80	$4,920.80
HORIZONTAL BORING	1.0	$3,200.00	$3,200.00
LARGE EQUIPMENT USAGE	1.0	$200.00	$200.00

Subtotal	$8,320.80

Tax (Exempt 0%)	$0.00
Total	**$8,320.80**

Please call 218-983-3611 for ALL questions, job requests, payments, etc.
As we grow and streamline our processes, we would hate for your needs to be missed.

If we are unable to answer, please leave a message.

Thank you!
The Team at Hoban's Plumbing & Heating

Dear Kevin,

Please accept this letter as my formal notification of my decision to retire from my position at Mahnomen high school, effective August 31, 2026.

I am deeply grateful for the opportunities and support I have received over the past 38 years. I appreciate the professional growth and relationships I have gained throughout my career at MHS. Most importantly, it was a privilege to serve the students, parents and community members of Mahnomen High School.

Thank you,

Paula Stock

August 3, 2026

Andrea Simon
Mahnomen Elementary School
310 W Madison Ave
Mahnomen, MN 56557

Dear Andrea,

I am writing this letter to formally resign from my position as a 4's Alone Preschool Teacher for the school year. I respectfully ask to be released from my 2026-2027 contract at Mahnomen Elementary School.

This decision has been very difficult, but ultimately it is the best decision for my family. When the weather is decent, the daily commute is over 90 minutes round trip and with five children, this has become challenging. I have been offered a teaching position at the same school that my children attend, Fosston Public Schools.

Mahnomen is a wonderful school to work at and I have grown so much over these past three years. I will forever be grateful for everything I've learned during this time.

I fully recognize that I have current obligations under my current teaching contract. I respectfully ask to be released from my contract.

Thank you,

Kayla Heller