

Regular Meeting

Monday, May 23, 2022 7:00 PM

Waconia City Hall, 201 S Vine Street, Waconia, MN 55387

1. **CALL TO ORDER, ADOPTION OF AGENDA, and NOTATION OF MEMBERS IN ATTENDANCE, and PLEDGE OF ALLEGIANCE** **Presenter:** Chair Geller

2. **ANNOUNCEMENTS, ACKNOWLEDGEMENTS, AND CORRESPONDENCE**

2.A. Upcoming Meetings:

3. **PRESENTATION**

3.A. Annual Report to Board for Mandatory Summer School Instruction (per policy 623) **Presenter:** Tim Koschinska and Sarah Klitzke



2022 Summer School Program Plan

School Board Presentation

May 23rd, 2022

Elementary Targeted Services

Eligibility: Teacher referral and parent request

Program Objectives and Curriculum:

- Primary Focus is on Reading, as it is a building block to doing well in all subject areas
- Phonics, Fluency, and Comprehension
- Intervention strategies from U of M's PRESS manual
- Foundations for K-3 phonics instruction

Dates:

June 13-16, June 20-23, June 27-June 30, (No Summer School July 5-8), July 11-14, July 18-21

Times:

Students entering grades 1-2 for the 2021-22 school year: 8:45 am - 10:15 am

Students entering grades 3-5 for the 2021-22 school year: 10:30 am - 12:00 pm

Communication Plan:

Teachers refer students during winter/spring conferences and work with families to get them registered in the program.

Students Enrolled:

- incoming 1st & 2nd: 54 students
- incoming 3rd-5th: 59 students



Middle School Targeted Services

Eligibility: Teacher referral and parent request

Program Objectives and Curriculum:

- Primary focuses are English Language Arts, Mathematics, and Personal Skills
- Focus on Targeted Core Standards in ELA and Math
- Personal Skills include communication, organization, self-advocacy, goal setting, etc.

Dates:

June 13-16, June 20-23, June 27-June 30, (No Summer School July 5-8), July 11-14, July 18-21

Times:

8:00 am - 12:00 pm

Communication Plan:

Through a referral system from counselors and teachers, building administrators have worked with families to get them registered and into the program.

Students Enrolled: Currently 41



High School Credit Recovery

Eligibility: Students that are behind in credit to graduate. This year we have students from Waconia, Mayer-Lutheran and Lester Prairie

Program Objectives and Curriculum:

- Primary focuses on core content credit in: ELA, Math, Science, Social Studies
- We use an online program Edmentum and Exact Path that support MN state standards

Dates:

June 13-16, June 20-23, June 27-30

Times:

8:30am - 11:30pm & 12:00pm - 2:00pm

Communication Plan:

High School counselors have been meeting with students and sending home CLP and referral forms for families to complete and return

Students Enrolled: We are still waiting for solid enrollment numbers but we anticipate 75-100 student



3.B. Special Education Report

Presenter: Kristen
Hoheisel, Paul
Tordoff



Special Education in District 110

Paul Tordoff
Special Education Director
&
Kristen Hoheisel
Finance Director

May 23, 2022

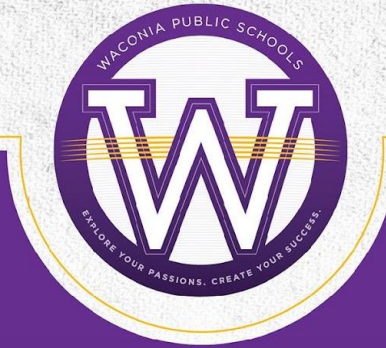
Special Education Mission:

We believe all students are regular education students first.

We believe specialized instruction is a service, not a location.

We focus on student strengths to empower all learners to be prepared for their future through parent collaboration, data driven individualized instruction and student centered planning. This allows students to receive a free and appropriate public education in the least restrictive environment.





Key Terms and Concepts for Providing Special Education Services

Pillars of IDEA (Individuals with Disabilities Act)

1. Individualized Education Program (IEP)
2. Free Appropriate Public Education (FAPE)
3. Least Restrictive Environment (LRE)
4. Parent and Student Participation (age 14)



IEP = Individualized Education Program

An IEP is a written document created for each child with a disability who meet eligibility criteria.

It is reviewed and revised at least once a year by a team including educators, parents, the student whenever appropriate.



Free Appropriate Public Education

- Provided at public expense and no cost to the parent
- Designed to meet the unique needs of the student
- Designed to make progress in the general education curriculum
- Include related services and supports



Least Restrictive Environment

“...To the maximum extent appropriate, children with disabilities, ..., are educated with children who are not disabled.”



Parent and Student Participation

- Parent participation is critical in the IEP development process.
- Students can participate in the at anytime in the IEP development process.
- Students are required to be invited to meetings starting at age 14 or grade 9, but not required to attend.



Special Education Systems and Program

Leadership

Students

Continuum of Services

Staffing

Budget - Kristen Hoheisel will cover!



Special Education Leadership

Paul Tordoff - Special Education Director

- Middle School
- High School
- Transitions

Jenn Froehlich - Special Education Manager

- Early Childhood Special Education
- Elementary Schools
- Behavior and Restrictive Procedures
- Extended School Year

Building Principals



Who does Special Education serve? Students!

- Birth to Age 21
- Disabilities
 - Developmental Delays
 - Speech Language Disorders
 - Autism Spectrum Disorders
 - Emotional Behavioral Disorders
 - Specific Learning Disabilities
 - Other Health Disabilities
 - Deaf/Hard of Hearing
 - Blind/Visually Impaired
 - Deaf/Blind
 - Developmental Cognitive Disability: Mild-Moderate or Severe-Profound
 - Physically Impaired
 - Severe Multiply Impaired
 - Traumatic Brain Injury



How many students do we serve?

Total students on IEPs = 847

Early Childhood Special Education (B - 3) = 17

Early Childhood Special Education (3 to 5) = 73

Bayview Elementary School = 156

Laketown Elementary School = 137

Southview Elementary School = 124

Waconia Middle School = 142

Waconia High School and Learning Center = 190

Transitions 110 = 8



Where do we serve them?

Continuum of Service in the Least Restrictive Environment

Federal Setting I to Setting IV

Setting I: 80.4%

(0-21% of the time a student spends in special education)

Setting II: 12.3%

(22-60% of the time a student spends in special education)



Where do we serve them?

Setting III: 4.5% (Center based in some cases)

(60% or more in special education)

Setting IV at *Southwest Metro*: 1.8% & 1.0% at T110

(100% of the time in special education/separate location)



Center Based Programming Generally Federal Setting III

- Early Childhood Center (1)
- Laketown Elementary (1)
- Southview Elementary (2)
- Bayview Elementary (2)*
- Waconia Middle School (2)*
- Waconia High School (2)
- Total = 10 programs

In 2016, District 110 had 4 center based (setting III) classrooms.

The District has close to a full continuum of services and settings.

*Additions in 22-23



What services (direct instruction) do the students receive?

- Academics (Reading, Writing, Mathematics)
- Speech and Language
- Adaptive Physical Education
- Social Skills
- Occupational Therapy - Physical Therapy
- Behavior and self regulation skills
- Organizational Skills
- Advocacy skills
- Transition skills



Who provides the special education services?

Staff

Special Education Teachers = 65 Licensed staff

Education Support Professionals = 84 non licensed staff

All District 110 Education staff!





Special Education Funding

Special Education Funding





Federal Special Education Funding

- Can only be used to pay the excess cost of providing special education
- Can only be used to supplement State, local and other Federal funds
- Cannot be used to reduce the level of expenditures for the education of children with disabilities made by the LEA from local funds below the level of those expenditures for the preceding year





Federal Special Education Funding

Number of resident students in special education on December 1



Total District enrollment



Total number of students on free and reduced meals



Total Finance 419 Allocation





Federal Special Education Funding

Number of resident students in special education on December 1

- ★ Ages Birth through age Two = Finance 422
- ★ Three through age Five = Finance 420





Federal Special Education Funding

2021-2022 Federal Estimated Allocations for Waconia

- ★ Finance 419 = \$ 588,890.62
- ★ Finance 420 = \$ 14,352.47





Federal Special Education Funding

(Coordinated Early Intervening Services)

LEAs can use up to 15% of their federal Finance 419 to fund programs to prevent students from having to be placed into special education.

**This is not additional funding - it is an option to use part of our Finance 419 for this initiative*





Federal Special Education Funding

Carryover Funds

Unspent federal funds will be “carried over”. An LEA has up to 27 months to use federal funds.





State Special Education Aid

- ★ Initial Special Education Aid
- ★ Excess Cost Aid
- ★ Cross Subsidy Aid
- ★ Special Transportation Aid
- ★ Tuition Billing

*Students identified as special education, generate the same education funds as their non-disabled peers





Initial Special Education Aid (FY 2016 and Beyond)

THE LESSER OF:

- 1. 62% of the district's old formula for prior fiscal year (all expenditures previously used in formula without the 68/52/47% applied);**
or
- 2. 50% of the district's nonfederal special education expenditures for the prior fiscal year;**
or
- 3. 56% of the amount calculated using a new census based formula**



Excess Cost Aid



Provides **additional** special education **funding** for districts that have extremely **high levels** of **unreimbursed** special education **expenses**.

Not every district receives Excess Cost Aid. A “threshold” must be met.





Excess Cost Aid (FY 2016 and Beyond)

THE GREATER OF:

62% of the difference between the district's unreimbursed old formula special education expenditures and 2.5% of the district's general revenue;

or

56% of the difference between the district's unreimbursed nonfederal special education expenditures and 7.0% of the district's general revenue

or

Zero





Census Based Formula Calculation

- Cost Level One: Multiple step calculation applied to ALL K-12+ students with disabilities and free/reduced
- Cost Level Two: ASD, DD, SMI = \$13,300
- Cost Level Three: DHH, EBD = \$19,100
- Cost Level Four: DCD, PI, VI, D/B = \$25,200

* **56%** of the **TOTAL** of all four cost levels. Students used in this calculation are students **SERVED** by your district; not resident students





Cross Subsidy Aid (New in FY 20)

The difference between the amount the district spends on qualifying special education services and the sum of state and federal special education revenue and the general education revenue generated by special education students served primarily outside the regular classroom.

For FY21 and later, this equals 6.43% of a district's cross subsidy for the previous year.





Cross Subsidy for Waconia

Special Education Expenditure - Categorical Revenue = Gross Cross Subsidy

Gross Cross Subsidy - General Education Revenue = Net Cross Subsidy

2015-2016 = \$ 3,123,080.49

2016-2017 = \$ 3,546,884.73

2017-2018 = \$ 4,166,734.10

2018-2019 = \$ 4,540,829.01

2019-2020 = \$ 3,760,521.07



Tuition Billing



The ***resident district*** is ***responsible*** for ***80 percent*** of the ***unreimbursed cost*** of providing special education services and the ***serving district*** is responsible for ***20 percent*** of the unreimbursed costs for open-enrolled students.

*The ***80-20*** does not apply to ***students placed by the resident district*** (at an intermediate, co-op, or neighboring district) or served at a ***charter school*** with ***very high special education concentration***.





Maintenance of Effort (MOE)

Districts must spend the same or greater amount of local funds on special education from one year to the next with a few exceptions:

- ★ Reduction in child count
- ★ Retirements
- ★ High-cost student gone or their special education programming changes
- ★ Elimination of one-time expenditures





Maintenance of Effort

Special Education Expenditures

2015-2016 = \$ 7,394,180.38

2016-2017 = \$ 8,484,838.50

2017-2018 = \$ 9,571,996.16

2018-2019 = \$ 10,063,252.13

2019-2020 = \$ 10,409,508.84

2020-2021 = \$ 10,570,196.81*

**Criteria to meet MOE in 2021-2022*



We are 110!





Questions?

4. **MINUTES OF PREVIOUS MEETING**

ISD 110 School Board
Regular Meeting
Monday, April 25, 2022 7:00 PM Central

Waconia City Hall
201 S Vine Street
Waconia, MN 55387

1. CALL TO ORDER, ADOPTION OF AGENDA, and NOTATION OF MEMBERS IN ATTENDANCE, and PLEDGE OF ALLEGIANCE

Call to order by Chair Geller at 7:00 PM

Members present: Geller, Johnson, DeBoer, A.Myers, Rothstein, Bullis, R.Myers via Zoom

Members absent: none

Motion by Johnson to adopt agenda

AMyers second

All in favor

Motion carried

2. PUBLIC COMMENT

3. PRESENTATION

3.A. Crisis Communication: VOLO

4. ANNOUNCEMENTS, ACKNOWLEDGEMENTS, AND CORRESPONDENCE

4.A. Upcoming Meetings:

5. MINUTES OF PREVIOUS MEETING

Motion by DeBoer to approve minutes of March 28 regular meeting

6. CONSENT AGENDA

Motion by DeBoer to approve consent agenda

AMyers second

All in favor

Motion carried

6.A. Bills and Wire Transfers

6.B. Human Resource Items:

6.B.1. HR Recommendations

Employment

Clark, Miranda	Educational Assistant (SPED)	LT
Replacement	Long-Term Substitute	
Dalbec, Tessandra	ESCE Teacher	ESC
Replacement	1.0 FTE, 184 days	

Homich, Kaylee Replacement	Kids' Company Aide Part-Time, hours vary	Comm Ed
Lynch, Grayden Replacement	Kids' Company Aide Part-Time, hours vary	Comm Ed
Norton, Sarah Replacement	Special Education Teacher Long-Term Substitute	SV
Paulson, Jason Replacement	Performing Arts Facilities Coordinator 8 hours/day; 261 days	Comm Ed
Schonewise, Enid Replacement	Director of Human Resources 8 hours/day; 261 days	ESC
Van Den Broeke, Abbey Replacement	Kids' Company Aide Part-Time, hours vary	Comm Ed
Weber, Allison Replacement	DCD Teacher 1.0 FTE, 184 days	SV

Employee Status Changes

Alger, Lynette, Guidance Counselor at WHS, add Overload to Trimester 3

Henn, Dana, Guidance Counselor at WHS, add Overload to Trimester 3

Leaves of Absence

Lemke, Olivia, Teacher at WMS

Retirements/Resignations/Terminations

Arenas, Chris, Custodial Cleaner at WHS

Grandy, Dave, Director of Building & Grounds at ESC

Rolf, June, Administrative Assistant at LT

Swanson, Todd, Director of Finance & Operations at ESC

Wageman, Taylor, Teacher at LT

Williams, Rebecca, Teacher at WMS

Young, Kay, Teacher at BV

6.B.2. Termination and Non-Renewal of Probationary Teachers

6.B.3. Resolution Relating to the Termination and Non-Renewal of Certain Probationary Teachers

6.B.4. Agreement to Extend Probationary Period

6.C. Receipts of Donation

7. **REPORTS**

7.A. Student Representative Report

7.B. Superintendent's Report

7.B.1. Boys'/Girls' Tennis Fundraising Proposals

8. **ACTION ITEMS**

8.A. Unaffiliated Directors and Managers Terms and Conditions of Employment

Motion by Johnson to approve Unaffiliated Directors and Managers Terms and Conditions of Employment

DeBoer second

All in favor

Motion carried

9. **DISCUSSION ITEMS**

10. **BOARD COMMITTEE REPORTS**

10.A. Self-Governance & Superintendent Relations Committee
Geller provides Superintendent Search update

10.B. Finance & Facilities Committee

DeBoer reports forensic audit request for additional information, business office will oversee.

10.C. Policy & Advocacy Committee

Johnson reports annual review policies coming for first read. Student reps will present in May.

10.D. District 110 Advisory Council

10.E. Schools for Equity in Education (SEE) Representative

10.F. Southwest Metro Intermediate District 288 Representative

10.G. MSHSL Representative

10.H. Special Education Advisory Council

10.I. Community Education Advisory Council Representative

10.J. Teaching & Learning Advisory Council Representative

10.K. Chemical Abuse Advisory Council/HERO's

10.L. City of Waconia Liaison

11. **ADJOURNMENT**

Motion by Bullis to adjourn
DeBoer second
All in favor
Motion carried

Meeting adjourned at 8:08 PM

ISD 110 School Board
Work Session
Monday, May 16, 2022 7:00 PM Central

Waconia Public Schools - District Office - Conf
Rm A
512 Industrial Blvd.
Waconia, MN 55387

Members present: Geller, Johnson, DeBoer, AMyers, RMyers, Rothstein, Bullis
Members absent: none
Motion by Johnson to approve agenda with addendum: Superintendent's Contract
Discussion/Approval
AMyers second
All in favor
Motion carried

Addendum: Superintendent's Contract Discussion/Approval
Presenter: Mick Waldsperger

Motion by RMyers to approve 3-year superintendent contract with Brian Gerslich, including the removal of doctorate language in section III item 4.
AMyers second
All in favor
Motion carried

1. Student Board Representative Recruitment & Service Presentation

2. Superintendent Updates

3. Budget Discussion

3.A. Forecast 5 Revenue Concerns

3.B. February 2022 Budget Update

3.C. March 2022 Budget Update

4. Preliminary Budget 22-23

5. Chair Updates

5.A. New Superintendent Contract Conversation

5.B. Open Administrator Position Process

6. Open Minded Preliminary Growth Modeling Conversation to Determine Data Research Needed

7. Policy Conversations

7.A. School Board Member Attendance

7.B. 606 Textbooks and Instructional Materials

Adjournment

Motion by Johnson to adjourn

Bullis second

All in favor

Motion carried

Meeting adjourned at 9:57 PM

Special Meeting - Superintendent Finalist
Interviews
Monday, May 9, 2022 4:00 PM

Waconia High School - Media Center
1650 Community Drive
Waconia, MN 55387

Agenda

1. Call to Order and Notation of Members

Call to order by Chair Geller at 4:00 PM

Members present: Geller, Johnson, AMyers, DeBoer, RMyers, Bullis, Rothstein

Members absent: none

2. ACTION ITEMS

Motion by DeBoer to enter into contract negotiation with superintendent finalist Brian Gerslich.

Bullis second

All in favor

Motion carried

3. ADJOURNMENT

Meeting adjourned at 8:32 PM

5. **CONSENT AGENDA**

5.A. Bills and Wire Transfers

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
604661	AMAZON CAPITAL SERVICES	04/25/2022	R	11,552.88	April
604662	HAMLIN UNIV TRACK & FIELD	04/27/2022	R	80.00	April
604663	SECURITY BANK & TRUST CO	04/27/2022	R	10.00	April
604664	EYE MED-FIDELITY SECURITY LIFE	04/29/2022	R	2,166.27	April
604665	MESSERLI & KRAMER PA	04/29/2022	R	1,158.16	April
604666	NCPERS GROUP LIFE INS	04/29/2022	R	112.00	April
604667	SCHOOL SERVICE EMPLOYEES	04/29/2022	R	1,485.92	April
604669	AIRGAS USA LLC	04/29/2022	R	142.38	April
604670	ANDERSON, BRIAN	04/29/2022	R	95.00	April
604671	APPLE INC	04/29/2022	R	2,198.00	April
604672	AUDIO LOGIC SYSTEMS	04/29/2022	R	466.26	April
604673	AVIBEN	04/29/2022	R	1,104.37	April
604674	BECKER HIGH SCHOOL	04/29/2022	R	175.00	April
604675	BOB'S SYRUP	04/29/2022	R	1,925.00	April
604676	BRANDED CUSTOM SPORTSWEAR INC	04/29/2022	R	969.13	April
604677	CARVER COUNTY PARKS & RECREATI	04/29/2022	R	1,200.00	April
604678	CHASKA HIGH SCHOOL	04/29/2022	R	170.00	April
604679	CITY OF SAVAGE	04/29/2022	R	1,950.00	April
604680	CRESCENT MOON PRODUCTIONS LLC	04/29/2022	R	500.00	April
604682	DISTRICT 112 COMM ED	04/29/2022	R	4,500.00	April
604683	DOORWAY TO COLLEGE FOUNDATION	04/29/2022	R	3,444.00	April
604684	DUMMER, MICHAEL	04/29/2022	R	29.00	April
604685	EDEN PRAIRIE HIGH SCHOOL	04/29/2022	R	300.00	April
604686	eSPECIAL NEEDS, LLC	04/29/2022	R	3,411.00	April
604687	FEIST, NIKOLAS	04/29/2022	R	29.00	April
604688	FLAGHOUSE INC.	04/29/2022	R	373.52	April
604689	FOLLETT CONTENT SOLUTIONS LLC	04/29/2022	R	595.80	April
604690	GRAINGER	04/29/2022	R	169.68	April
604691	HAPPY FEET SOCCER TWIN CITIES	04/29/2022	R	1,260.00	April
604692	HOLY FAMILY CATHOLIC HIGH SCHO	04/29/2022	R	450.00	April
604694	HOXIE, JEFF	04/29/2022	R	29.00	April
604695	HUNGERFORD, RONALD	04/29/2022	R	269.32	April
604696	INDIANHEAD FS DISTRIBUTOR, INC	04/29/2022	R	31,746.64	April
604697	INFINITE HEALTH COLLABORATIVE	04/29/2022	R	25,000.00	April
604698	INGCO INT'L INC	04/29/2022	R	150.20	April
604699	JORDAN HIGH SCHOOL	04/29/2022	R	175.00	April
604700	KAEDING ARCHITECTURE LLC	04/29/2022	R	1,537.90	April
604701	KOCH SCHOOL BUS SERVICE, INC	04/29/2022	R	343,441.08	April
604702	KROMER COMPANY	04/29/2022	R	79.60	April
604703	LAKES, DOUGLAS	04/29/2022	R	887.50	April
604704	LAKESHIRTS ZEPHYR LLC	04/29/2022	R	3,025.82	April
604705	LAKESHORE LEARNING MATERIALS	04/29/2022	R	65.49	April
604706	LITCHFIELD HIGH SCHOOL	04/29/2022	R	75.00	April
604707	LOFFLER COMPANIES	04/29/2022	R	553.80	April
604708	LOWY, ANN	04/29/2022	R	29.00	April
604710	MACKIN LIBRARY SERVICE	04/29/2022	R	805.09	April
604711	MAYER LUMBER CO, INC	04/29/2022	R	3,933.15	April
604712	MEI TOTAL ELEVATOR SOLUTIONS	04/29/2022	R	571.12	April
604713	MINNETONKA HIGH SCHOOL	04/29/2022	R	300.00	April
604714	MN HISTORICAL SOCIETY	04/29/2022	R	776.00	April
604715	MN SAFETY COUNCIL	04/29/2022	R	23.00	April
604716	MN STATE MANKATO TRACK & FIELD	04/29/2022	R	450.00	April
604717	MOUND WESTONKA HS #277	04/29/2022	R	150.00	April
604718	MUSIC MART	04/29/2022	R	649.45	April
604719	ORIENTAL TRADING/FUN EXPRESS	04/29/2022	R	139.67	April
604720	ORONO HIGH SCHOOL	04/29/2022	R	425.00	April

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
604721	PAN-O-GOLD BAKING CO	04/29/2022	R	1,950.84	April
604722	PERFORMANCE FOODSERVICE	04/29/2022	R	2,608.60	April
604723	PORTOLITE PRODUCTS INC	04/29/2022	R	3,398.00	April
604724	ROLF, JUNE	04/29/2022	R	36.00	April
604725	RUPP, ANDERSON, SQUIRES & WALDSPUR	04/29/2022	R	10,148.41	April
604726	SAULSBURY, JAKE	04/29/2022	R	28.00	April
604727	SCHOLASTIC BOOK CLUBS	04/29/2022	R	244.00	April
604728	SCHUTTE, KURT	04/29/2022	R	28.00	April
604729	SECURITY BANK & TRUST CO	04/29/2022	R	100.00	April
604730	SHAKOPEE HIGH SCHOOL	04/29/2022	R	200.00	April
604731	SITELOGIQ, INC	04/29/2022	R	6,950.00	April
604732	SOUTHWEST METRO INTERMEDIATE D	04/29/2022	R	16,061.64	April
604734	STAPLES ADVANTAGE	04/29/2022	R	193.18	April
604735	TEACHERS SYNERGY, LLC	04/29/2022	R	26.39	April
604736	TENNIS COURT SUPPLY	04/29/2022	R	142.79	April
604737	TERRAFORM PHOENIX II ARCADIA	04/29/2022	R	263.10	April
604738	TRAEN, TODD	04/29/2022	R	95.00	April
604739	TRIO SUPPLY COMPANY	04/29/2022	R	1,077.58	April
604740	TWIN CITIES SOCCER LEAGUES	04/29/2022	R	4,125.00	April
604741	TWIN CITIES SOUND, LLC	04/29/2022	R	1,200.00	April
604742	UNIVERSAL ATHLETIC LLC	04/29/2022	R	585.00	April
604743	VANDY'S GRILLE	04/29/2022	R	1,920.33	April
604744	VEX ROBOTICS INC	04/29/2022	R	741.70	April
604746	WAYNE DAUWALTER PLUMBING	04/29/2022	R	1,313.78	April
604747	WILSON LANGUAGE TRAINING CORP	04/29/2022	R	2,000.00	April
604748	WORTZ, TYLER	04/29/2022	R	1,040.00	April
604749	WACONIA EDUCATION ASSOCIATION	04/29/2022	R	12,380.79	April
604751	APPLE INC	05/05/2022	R	790.00	May
604752	BEHRENS, CHARLES	05/05/2022	R	75.00	May
604753	BLICK ART MATERIALS	05/05/2022	R	1,093.75	May
604754	BOEGEMAN, DOUG	05/05/2022	R	75.00	May
604755	BORCHERS, WILLIAM	05/05/2022	R	141.00	May
604756	BSN SPORTS LLC	05/05/2022	R	52.50	May
604757	CARVER COUNTY FINANCE	05/05/2022	R	36,802.10	May
604758	CONTINENTAL CLAY COMPANY	05/05/2022	R	421.74	May
604759	DEVORE, DREW	05/05/2022	R	141.00	May
604760	ECM PUBLISHERS, INC	05/05/2022	R	252.72	May
604761	FARGO PUBLIC SCHOOL DISTRICT	05/05/2022	R	1,067.52	May
604762	FOLLETT CONTENT SOLUTIONS LLC	05/05/2022	R	527.39	May
604763	GRALAPP, CRAIG	05/05/2022	R	95.00	May
604764	HARRIS, DENNIS	05/05/2022	R	75.00	May
604765	HDL-HARDWARE DISTRIBUTORS, LTD	05/05/2022	R	512.86	May
604766	HLS OUTDOOR	05/05/2022	R	800.44	May
604767	HORIZON EQUIPMENT	05/05/2022	R	11,394.00	May
604768	INDIANHEAD FS DISTRIBUTOR, INC	05/05/2022	R	42,135.14	May
604769	INNOVATIVE OFFICE SOLUTIONS LL	05/05/2022	R	214.47	May
604770	JOSTENS	05/05/2022	R	1,444.16	May
604771	JW PEPPER & SON, INC	05/05/2022	R	747.93	May
604772	KAHMEYER, TROY	05/05/2022	R	83.00	May
604773	KOTEK, MARK	05/05/2022	R	95.00	May
604774	KUDEBEH, STEVEN	05/05/2022	R	83.00	May
604775	LAKEVIEW AUTOMOTIVE	05/05/2022	R	59.78	May
604776	LANGE, JEFF	05/05/2022	R	95.00	May
604777	LAWROW, MIKE	05/05/2022	R	141.00	May
604778	LOWY, MATT	05/05/2022	R	29.00	May
604779	MACKIN LIBRARY SERVICE	05/05/2022	R	373.15	May

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604781	METRONET	05/05/2022	R	1,855.42	May
604782	NASCO EDUCATION	05/05/2022	R	288.60	May
604783	NATURE EXPLORE	05/05/2022	R	353.04	May
604784	NORTHAGEN, DUANE	05/05/2022	R	75.00	May
604785	OFFICE DEPOT	05/05/2022	R	22.53	May
604786	ORIENTAL TRADING/FUN EXPRESS	05/05/2022	R	85.11	May
604787	PAPU, JOE	05/05/2022	R	519.00	May
604788	PERFORMANCE FOODSERVICE	05/05/2022	R	1,008.14	May
604789	REALLY GOOD STUFF LLC	05/05/2022	R	88.28	May
604790	RED BALLOON BOOKSHOP	05/05/2022	R	330.70	May
604791	REED, SCOTT	05/05/2022	R	141.00	May
604792	REGION V	05/05/2022	R	721.25	May
604793	RISDALL, PAUL	05/05/2022	R	141.00	May
604794	RITTER, DAVID	05/05/2022	R	141.00	May
604795	SCHOOL SPECIALTY, LLC	05/05/2022	R	373.63	May
604796	SCHULZE, JOEL	05/05/2022	R	83.00	May
604797	SEBORA, DELANEY	05/05/2022	R	650.00	May
604798	SOUTHWEST METRO INTERMEDIATE D	05/05/2022	R	31,467.12	May
604799	STADTLANDER, DARWIN	05/05/2022	R	150.00	May
604800	STAPLES ADVANTAGE	05/05/2022	R	118.93	May
604801	TISCHENDORF, MIKE	05/05/2022	R	95.00	May
604802	TRIO SUPPLY COMPANY	05/05/2022	R	81.40	May
604803	WEST MUSIC	05/05/2022	R	94.05	May
604804	YAGER, MICHAEL	05/05/2022	R	95.00	May
604805	YOUTH LACROSSE MN	05/05/2022	R	4,200.00	May
604806	UNIVERSAL ATHLETIC LLC	05/06/2022	R	1,068.00	May
604807	AMAZON CAPITAL SERVICES	05/10/2022	R	9,860.70	May
604808	WACONIA EDUCATION ASSOCIATION	05/13/2022	R	12,380.79	May
604809	21ST CENTURY SPORTS LLC	05/13/2022	R	1,896.00	May
604810	ACT	05/13/2022	R	9,866.00	May
604811	AIM ELECTRONICS INC	05/13/2022	R	295.00	May
604812	AUDIOQUIP	05/13/2022	R	420.00	May
604813	AVIBEN	05/13/2022	R	230.04	May
604814	BIFFS, INC	05/13/2022	R	1,644.81	May
604815	CARLSON, RICK	05/13/2022	R	650.00	May
604816	CATRON, CHRISTI	05/13/2022	R	350.00	May
604818	COLONY PLAZA, INC	05/13/2022	R	165.29	May
604819	COUNTRYSIDE CUSTOM APPAREL	05/13/2022	R	940.10	May
604821	DASSEL-COKATO HS ISD# 466	05/13/2022	R	125.00	May
604822	DEMCO, INC	05/13/2022	R	102.23	May
604823	FENNER, CHRISTINE	05/13/2022	R	400.00	May
604824	FRANKLIN PRINTING INC	05/13/2022	R	98.00	May
604825	GIA PUBLICATIONS, INC	05/13/2022	R	302.81	May
604826	GOPHER SPORT	05/13/2022	R	1,069.95	May
604827	GRACIOUS HENNA	05/13/2022	R	570.00	May
604828	GRAINGER	05/13/2022	R	786.95	May
604829	H2I GROUP	05/13/2022	R	1,863.81	May
604831	HAPPY FEET SOCCER TWIN CITIES	05/13/2022	R	828.00	May
604832	HELEN SOLAR LLC	05/13/2022	R	4,981.88	May
604833	HILLYARD/HUTCHINSON	05/13/2022	R	8,998.90	May
604834	HOLTON ELECTRIC CONTRACTORS	05/13/2022	R	6,164.35	May
604835	HOPKINS SPORTS CAMPS LLC	05/13/2022	R	843.75	May
604836	HORIZON EQUIPMENT	05/13/2022	R	17,091.00	May
604837	IEA, INC	05/13/2022	R	2,960.24	May
604838	INNOVATIVE OFFICE SOLUTIONS LL	05/13/2022	R	603.49	May
604839	ISLAND VIEW GOLF CLUB	05/13/2022	R	1,170.00	May

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604842	KROMER COMPANY	05/13/2022	R	175.26	May
604843	LEE'S REFRIGERATION	05/13/2022	R	397.46	May
604844	LOFFLER COMPANIES	05/13/2022	R	5,959.81	May
604845	MEDINA ENTERTAINMENT CENTER	05/13/2022	R	26,833.38	May
604847	MICHCO	05/13/2022	R	199.70	May
604848	MID-COUNTY CO-OP	05/13/2022	R	395.04	May
604849	MINI BIFF LLC	05/13/2022	R	97.41	May
604850	MN COMMUNITY ED ASSOC	05/13/2022	R	45.00	May
604851	MOA ENTERTAINMENT COMPANY LLC	05/13/2022	R	6,370.00	May
604852	NORTHERN LIGHTS	05/13/2022	R	1,825.00	May
604853	OFFICE OF MNIT SERVICES	05/13/2022	R	133.35	May
604854	PARTS CITY WACONIA	05/13/2022	R	96.89	May
604855	PERFORMANCE FOODSERVICE	05/13/2022	R	1,068.64	May
604856	PICK A TIME	05/13/2022	R	637.70	May
604857	PLANSOURCE BENEFITS ADMIN INC	05/13/2022	R	2,350.25	May
604859	PREP TIME PRINTING	05/13/2022	R	5.00	May
604860	QUADIENT INC	05/13/2022	R	85.44	May
604862	RUPP, ANDERSON, SQUIRES&WALDSPUR	05/13/2022	R	27,090.14	May
604863	SCAN AIR FILTER, INC	05/13/2022	R	5,084.10	May
604864	SCHOOL SPECIALTY, LLC	05/13/2022	R	56.03	May
604865	SCIENCE MUSEUM OF MINNESOTA	05/13/2022	R	608.00	May
604866	SHUTTERFLY LIFETOUGH, LLC	05/13/2022	R	570.27	May
604867	STAPLES ADVANTAGE	05/13/2022	R	301.71	May
604868	STARR, CHRISTINE	05/13/2022	R	2,542.00	May
604869	STAR TRIBUNE	05/13/2022	R	64.77	May
604870	SUPER TEACHER WORKSHEETS	05/13/2022	R	350.00	May
604872	TAYLOR HUBBARD PHOTOGRAPHY LLC	05/13/2022	R	1,470.00	May
604873	TINTES, MATTHEW	05/13/2022	R	261.00	May
604874	TRINITY LUTHERAN SCHOOL	05/13/2022	R	12,898.19	May
604875	TRIO SUPPLY COMPANY	05/13/2022	R	1,689.86	May
604876	UHL CO	05/13/2022	R	9,544.00	May
604877	UNIVERSAL ATHLETIC LLC	05/13/2022	R	694.90	May
604878	VEX ROBOTICS INC	05/13/2022	R	496.93	May
604879	WESTERN PSYCHOLOGICAL SERVICES	05/13/2022	R	283.80	May
604880	WILSON LANGUAGE TRAINING CORP	05/13/2022	R	432.00	May
604881	WINSTED SOLAR LLC	05/13/2022	R	4,398.47	May
604882	AFFINETY SOLUTIONS, INC	05/19/2022	R	665.00	May
604883	AIRGAS USA LLC	05/19/2022	R	209.77	May
604884	AMERICAN TIME	05/19/2022	R	828.04	May
604885	AMPION PBC	05/19/2022	R	12,745.75	May
604886	APPLE INC	05/19/2022	R	309.98	May
604887	AUDIO LOGIC SYSTEMS	05/19/2022	R	737.20	May
604888	BATTERIES R US	05/19/2022	R	649.98	May
604889	BEHRENS, CHARLES	05/19/2022	R	150.00	May
604890	BEST BUY BUSINESS ADV ACCT	05/19/2022	R	475.98	May
604891	BIG STONE MINI GOLF	05/19/2022	R	720.00	May
604892	BLEGEN, JILL	05/19/2022	R	27.95	May
604893	BREAKDOWN SPORTS USA	05/19/2022	R	2,100.00	May
604894	BSN SPORTS LLC	05/19/2022	R	6,305.03	May
604895	CDW GOVERNMENT	05/19/2022	R	291.22	May
604896	CF ADVERTISING	05/19/2022	R	724.00	May
604897	CITY OF WACONIA	05/19/2022	R	9,803.29	May
604898	CREATIVE COSTUMING & DESIGN	05/19/2022	R	4,925.50	May
604899	CROWN TROPHY OF BLOOMINGTON, I	05/19/2022	R	818.38	May
604900	DISCOUNT SCHOOL SUPPLY	05/19/2022	R	352.24	May
604901	ELEVA-STRUM CENTRAL	05/19/2022	R	150.00	May

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604902	GARFIELD, AUSTIN	05/19/2022	R	83.00	May
604903	GIESEKE, LOGAN	05/19/2022	R	70.00	May
604904	GOPHER SPORT	05/19/2022	R	396.37	May
604905	GRAINGER	05/19/2022	R	298.59	May
604906	GRALAPP, CRAIG	05/19/2022	R	190.00	May
604907	GRAPEK BATES	05/19/2022	R	98.98	May
604908	HASTINGS CREAMERY LLC	05/19/2022	R	4,815.48	May
604909	HENTGES, HENRY	05/19/2022	R	95.00	May
604910	HERD, KEITH	05/19/2022	R	95.00	May
604911	HILLYARD/HUTCHINSON	05/19/2022	R	7,675.06	May
604912	HORIZON EQUIPMENT	05/19/2022	R	469.50	May
604913	HUTCHINSON HIGH SCHOOL	05/19/2022	R	175.00	May
604914	INDIANHEAD FS DISTRIBUTOR, INC	05/19/2022	R	20,842.75	May
604915	INNOVATIVE OFFICE SOLUTIONS LL	05/19/2022	R	55.09	May
604916	INTERMEDIATE DIST #287	05/19/2022	R	8,040.88	May
604917	JENSEN, STEVE	05/19/2022	R	150.00	May
604918	JOSTENS	05/19/2022	R	481.50	May
604919	KOESTER, TROY	05/19/2022	R	95.00	May
604920	KOTEK, MARK	05/19/2022	R	95.00	May
604921	KUDEBEH, STEVEN	05/19/2022	R	20.00	May
604922	LANGE, JEFF	05/19/2022	R	190.00	May
604923	LARSON, CHRISTOPHER	05/19/2022	R	141.00	May
604924	LEARNED, CLAUDIA	05/19/2022	R	83.00	May
604925	LESKE, JACOB	05/19/2022	R	229.00	May
604926	LHOTKA, MICHAEL	05/19/2022	R	191.00	May
604927	LUNDSTROM, WAYNE	05/19/2022	R	75.00	May
604928	LVC COMPANIES INC	05/19/2022	R	2,108.34	May
604929	MERRITT, GEDRIC	05/19/2022	R	105.00	May
604930	MEYER, PAYTON	05/19/2022	R	90.00	May
604931	MILLER, TODD	05/19/2022	R	225.00	May
604932	MN SAFETY COUNCIL	05/19/2022	R	552.00	May
604933	MRI SOFTWARE LLC	05/19/2022	R	968.00	May
604934	MUSIC MART	05/19/2022	R	475.00	May
604935	NELSON PIANO SERVICE	05/19/2022	R	140.00	May
604936	NORTHAGEN, DUANE	05/19/2022	R	150.00	May
604937	O'BRIAN, TOM	05/19/2022	R	141.00	May
604938	PERFORMANCE FOODSERVICE	05/19/2022	R	4,007.08	May
604939	PETERSON, RYAN	05/19/2022	R	75.00	May
604940	PIECHOWSKI, DENNIS	05/19/2022	R	95.00	May
604941	PMA ASSET MANAGEMENT, LLC	05/19/2022	R	170.02	May
604942	QUADIENT INC	05/19/2022	R	26.00	May
604943	RIVERA, DAVID	05/19/2022	R	190.00	May
604944	RM COTTON CO	05/19/2022	R	636.00	May
604945	ROISUM, DENNIS	05/19/2022	R	95.00	May
604946	RUPNOW, CHUCK	05/19/2022	R	75.00	May
604947	RUSSELL, SHARAYAH	05/19/2022	R	122.48	May
604948	SCAN AIR FILTER, INC	05/19/2022	R	5,731.70	May
604949	SCHIMETZ, SCOTT	05/19/2022	R	150.00	May
604950	SEGLEM, SCOTT	05/19/2022	R	141.00	May
604951	SOUTHWEST METRO INTERMEDIATE D	05/19/2022	R	45,840.80	May
604952	SOUTHWEST MN STATE UNIV	05/19/2022	R	6,600.00	May
604953	STADTLANDER, DARWIN	05/19/2022	R	150.00	May
604954	TATE, PAUL	05/19/2022	R	190.00	May
604955	TISCHENDORF, MIKE	05/19/2022	R	95.00	May
604956	TURNBULL, BLAINE	05/19/2022	R	141.00	May
604957	UHL CO	05/19/2022	R	4,166.39	May

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604958	UNITED FARMERS COOPERATIVE	05/19/2022	R	1,990.30	May
604959	UNIVERSAL ATHLETIC LLC	05/19/2022	R	7,315.77	May
604960	WAGNER, JOHN	05/19/2022	R	75.00	May
604961	WASNESS, SANDY	05/19/2022	R	120.00	May
604962	WEST MUSIC	05/19/2022	R	450.00	May
604963	WEX BANK	05/19/2022	R	544.38	May
604964	WHITNEY, WILLIAM	05/19/2022	R	141.00	May
604965	YAGER, MICHAEL	05/19/2022	R	424.00	May
202101105	EDUCATIONAL SUPPORT PARA UNION	04/15/2022	W	1,360.80	April
202101107	LIFE INS CO OF NORTH AMERICA	04/15/2022	W	3,735.97	April
202101112	FURTHER	04/15/2022	W	5,652.56	April
202101140	INTERNAL REVENUE SERVICE	04/15/2022	W	3,752.19	April
202101141	LIFE INS CO OF NORTH AMERICA	04/15/2022	W	32.59	April
202101142	MN DEPT OF REVENUE	04/15/2022	W	621.89	April
202101143	MN TEACHERS RETIREMENT ASSN	04/15/2022	W	2,360.20	April
202101145	AVIBEN	04/15/2022	W	415.21	April
202101155	INTERNAL REVENUE SERVICE	04/15/2022	W	1,637.76	April
202101156	LIFE INS CO OF NORTH AMERICA	04/15/2022	W	11.89	April
202101157	MN DEPT OF REVENUE	04/15/2022	W	286.57	April
202101158	MN TEACHERS RETIREMENT ASSN	04/15/2022	W	1,046.67	April
202101162	EDUCATIONAL SUPPORT PARA UNION	04/29/2022	W	1,349.34	April
202101163	INTERNAL REVENUE SERVICE	04/29/2022	W	290,019.51	April
202101164	LIFE INS CO OF NORTH AMERICA	04/29/2022	W	7,035.69	April
202101165	MN CHILD SUPPORT PYMT CENTER	04/29/2022	W	112.50	April
202101166	MN DEPT OF REVENUE	04/29/2022	W	45,994.59	April
202101167	MN TEACHERS RETIREMENT ASSN	04/29/2022	W	147,583.24	April
202101168	PERA	04/29/2022	W	51,750.98	April
202101169	FURTHER	04/29/2022	W	5,652.56	April
202101170	AVIBEN	04/29/2022	W	64,421.92	April
202101171	IRON TAP	05/10/2022	W	69.52	May
202101172	APPLE ITUNES	05/10/2022	W	8.35	May
202101173	LOLA'S LAKE HOUSE	05/10/2022	W	132.06	May
202101174	MAILCHIMP	05/10/2022	W	205.00	May
202101175	BMO-MASTERCARD BILLING	05/10/2022	W	33.91	May
202101176	JERSEY MIKE'S SUBS	05/10/2022	W	292.90	May
202101177	AMERIVU INN & SUITES - WACONIA	05/10/2022	W	281.48	May
202101178	TARGET BANK	05/10/2022	W	1,586.06	May
202101182	MASBO	05/10/2022	W	290.00	May
202101183	ALDI	05/10/2022	W	358.02	May
202101185	OFFICE DEPOT	05/10/2022	W	98.92	May
202101186	RIVERSIDE INSIGHTS	05/10/2022	W	517.00	May
202101187	CARIBOU COFFEE STORE #1300	05/10/2022	W	46.78	May
202101188	POTBELLY SANDWICH SHOP	05/10/2022	W	145.71	May
202101192	SUPERIOR WATER SYSTEMS CO. INC	05/10/2022	W	620.95	May
202101217	SAILOR MERCY	05/10/2022	W	71.98	May
202101219	DOLLAR TREE	05/10/2022	W	366.00	May
202101220	REV ROBOTICS	05/10/2022	W	807.09	May
202101221	SWERVE DRIVE SPECIALTIES	05/10/2022	W	1,488.04	May
202101223	GIMKIT LLC	05/10/2022	W	119.76	May
202101225	TEACHERS SYNERGY, LLC	05/10/2022	W	59.08	May
202101226	SCHOLASTIC BOOK FAIRS-15	05/10/2022	W	221.51	May
202101228	REPUBLIC SERVICES	05/10/2022	W	6,805.83	May
202101230	VISTAPRINT USA	05/10/2022	W	25.09	May
202101233	MN VALLEY ELECTRIC CORP	05/10/2022	W	46,993.11	May
202101235	PABLO CENTER AT THE CONFLUENCE	05/10/2022	W	1,138.00	May
202101237	MADDEN RESORT	05/10/2022	W	547.32	May

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202101238	NORTHERN TOOL & EQUIPMENT CO	05/10/2022	W	141.65	May
202101239	JIMMY JOHNS	05/10/2022	W	87.08	May
202101240	FUNDRAISING.COM	05/10/2022	W	340.00	May
202101241	SUPERIOR CAR WASH SUPPLY	05/10/2022	W	224.71	May
202101242	ALBIN ACQUISITION CORP	05/10/2022	W	323.96	May
202101243	ZIMMERMAN GIRLS FASTPITCH ASSO	05/10/2022	W	362.00	May
202101245	WAYFAIR LLC	05/10/2022	W	100.60	May
202101246	GORDON-PIATT	05/10/2022	W	311.25	May
202101247	PETCO	05/10/2022	W	25.78	May
202101250	HOME DEPOT	05/10/2022	W	159.00	May
202101251	THREE RIVERS PARK DISTRICT	05/10/2022	W	702.50	May
202101252	ADDIITUDE MAGAZINE	05/10/2022	W	24.95	May
202101254	CHRISTMAS DESIGNERS	05/10/2022	W	165.36	May
202101255	G & K RENTALS	05/10/2022	W	99.90	May
202101256	TACO BELL	05/10/2022	W	117.52	May
202101257	AMERICAN BUTTON MACHIINES	05/10/2022	W	99.86	May
202101259	ANTHEM SPORTS, LLC	05/10/2022	W	1,319.59	May
202101260	FLIGHT DECK ATHLETICS	05/10/2022	W	2,389.50	May
202101261	MNAFEE	05/10/2022	W	713.00	May
202101264	MSHSCA	05/10/2022	W	150.00	May
202101265	MUSIC THEATRE INTERNATIONAL	05/10/2022	W	921.75	May
202101266	SCIENCE MUSEUM OF MINNESOTA	05/10/2022	W	2,312.00	May
202101267	THECLASSROOMSTORE.COM	05/10/2022	W	76.95	May
202101269	WACONIA CHAMBER OF COMMERCE	05/10/2022	W	30.00	May
202101270	FLUENCY MATTERS	05/10/2022	W	91.00	May
202101271	US CLUB SOCCER	05/10/2022	W	1,134.00	May
202101274	MOBYMAX	05/10/2022	W	29.99	May
202101275	ARBITERSPORTS	05/10/2022	W	854.00	May
202101276	MINNEAPOLIS ATHENA AWARDS	05/10/2022	W	315.00	May
202101277	LA QUINTA INN & SUITES	05/10/2022	W	2,652.48	May
202101278	BUZZSPROUT.COM	05/10/2022	W	12.00	May
202101279	BRI Parent, Inc	04/30/2022	W	520.00	April
202101280	SECURITY BANK & TRUST CO	04/30/2022	W	169.85	April
202101281	KANSAS STATE BANK	04/15/2022	W	8,996.03	April
202101282	AUTHORIZE.NET	04/04/2022	W	297.55	April
202101283	AFFINETY SOLUTIONS, INC	04/10/2022	W	18,996.79	April
202101284	PMA	04/30/2022	W	20.83	April
202101285	XCEL ENERGY	04/04/2022	W	9,541.03	April
202101286	T-MOBILE	04/05/2022	W	3,060.00	April
202101287	CENTERPOINT ENERGY	04/27/2022	W	49,907.09	April
202101288	AT&T MOBILITY	04/07/2022	W	527.68	April
202101289	SPRINT WIRELESS	04/25/2022	W	605.25	April
202101290	QUADIENT FINANCE USA, INC	04/25/2022	W	1,000.00	April
202101294	INTERNAL REVENUE SERVICE	05/13/2022	W	293,165.21	May
202101296	MN CHILD SUPPORT PYMT CENTER	05/13/2022	W	112.50	May
202101297	MN DEPT OF REVENUE	05/13/2022	W	46,467.07	May
202101298	MN TEACHERS RETIREMENT ASSN	05/13/2022	W	149,268.16	May
202101299	PERA	05/13/2022	W	50,697.33	May
202101301	AVIBEN	05/13/2022	W	62,805.02	May
212200134	GARNATZ, JANE	05/05/2022	A	60.00	May
212200135	PORTHAN, SAMUEL	05/05/2022	A	166.14	May
212200136	JOHNSON, JILL	05/19/2022	A	269.46	May
212200137	SFARBY, PAUL	05/19/2022	A	81.90	May
212200138	WINGERT, MOLLY	05/19/2022	A	107.41	May

Totals for checks

2,457,549.32

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
01	General	1,180,777.00	0.00	934,070.72	2,114,847.72
02	Food Service	32,808.56	0.00	169,037.09	201,845.65
04	Community Service	54,824.74	0.00	85,190.36	140,015.10
45	OPEB Irrevocable Trust Fund	0.00	0.00	190.85	190.85
81	Rygh Trust Fund	0.00	0.00	650.00	650.00
***	Fund Summary Totals ***	1,268,410.30	0.00	1,189,139.02	2,457,549.32

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

5.B. Human Resource Items:

**Waconia Public Schools
Independent School District No. 110
Waconia, Minnesota**

BOARD OF EDUCATION

Regular Meeting – May 23, 2022

AGENDA SECTION: APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

AGENDA ITEM: Human Resource Recommendations

ITEM ADDED BY: Dr. Enid Schonewise, Director of Human Resources

Employment

Bertossi, Noah New	Kids' Company Aide Part-Time; Hours Vary	Comm Ed
Clemensen, Ashley Replacement	Visual Arts Teacher 1.0 FTE; 184 Days	BV
Gilbertson, Alyssa Replacement	Grade 6 Teacher 1.0 FTE; 184 Days	WMS
Gorans, Michelle Replacement	Licensed School Nurse 1.0 FTE; 184 Days	LT
Currier, Grace New	Kids' Company Aide Part-Time; Hours Vary	Comm Ed
Kretsch, Joeli Replacement	Grade 2 Teacher Long-Term Substitute	SV
Kreutzian, Alexandra Replacement	Speech Language Pathologist 1.0 FTE; 184 Days	BV
Langemo, Camille New	Kids' Company Aide Part-Time; Hours Vary	Comm Ed
Lerfald, Ellie New	Kids' Company Aide Part-Time; Hours Vary	Comm Ed

Padula, Elizabeth Replacement	Vocal and Classroom Music Teacher SV 1.0 FTE; 184 Days	
Sicheneder, Ashley Replacement	SIS and Enrollment Specialist	ESC
Thomson, Amy New	Kids' Company Aide Part-Time; Hours Vary	Comm Ed

Employee Status Changes

Haas, Cheryl, Custodial Cleaner from 4 hours/day to 6 hours/day at WMS
Jackson, Anna, from Kids' Company Aide to Kids' Company Lead at Comm Ed
Mueller, Katie, from Life Science Teacher on Leave of Absence at WHS to Life Science Teacher at WMS
Siemens, Genell, from Administrative Assistant I at WMS to Administrative Assistant III at LT

Leaves of Absence

David, Paul, Director of Communications and Community Relations at ESC
Ditsch, Emilee, Grade 1 Teacher at Laketown
Grandy, Dave, Director of Building and Grounds at ESC

Retirements/Resignations/Terminations

Dobmeier, Kristopher, Kids' Company Lead at Comm Ed
Hackbarth, Lauren, Kids' Company Lead at Comm Ed
Kern, Jacqueline, Educational Assistant (Special Education) at LT
Kukulski, Katherine, FACS Teacher at WMS
Larson, Megan, Speech Language Pathologist at District-Wide
Lynch, Grayden, Kids' Company Aide at Comm Ed
Martinez, Ilaria, Custodial Cleaner at WMS
Masterson, Jean, Head Cook at LT
Ombati, Douglas, Kids' Company Lead at Comm Ed
Pauly, Rebecca, Special Education Teacher at WHS

It is recommended that the ISD 110 Board of Education approve the above human resource actions as proposed.

5.C. Receipts of Donation

6. **REPORTS**

6.A. Student Representative Report

6.B. Superintendent's Report

Presenter: Pat
Devine,
Superintendent

LEADERSHIP HIGHLIGHTS

May 2022

Elementary:

This month we are celebrating our teachers! Waconia Public Schools is a great place to learn, work, and grow because of our exceptional teachers. Our teachers are passionate, positive, change-makers - people who are making a difference for students each and every day. They have an unwavering commitment to transform education to meet the needs of today's learners.

Moving forward we are committed to continuing to provide new opportunities to learn, connect, and inspire our students and each other. We are celebrating great teaching and learning in District 110 - We are One10!

We are wrapping up the last month of school with a variety of activities and events. It's been absolutely amazing hosting our students' parents and family members at all our end of year school events. Students have been showcasing their school work and their many gifts and talents. We also look forward to each school's annual Track & Field Day!

It's been a fabulous school year filled with a return to normalcy! We send a heartfelt thank you to our ISD110 School Board members for your strong leadership, guidance, and care. We appreciate and acknowledge the long hours you are putting in to make wise decisions for our school community! Thank you!

Waconia Middle School:

Waconia Middle School had their Leadership Retreat on Thursday, May 19th. During the retreat, the leadership team reviewed the parent, staff, and student survey data using the Strategic Initiative Problem Solving Protocol to define, analyze, and develop a plan for target growth areas. We reviewed our 2021-22 School Improvement Plan. This involved a discussion on process grades and updating our Grading for Learning plan. The team then looked at developing our School Improvement Plan for the 2022-23 school year. A good portion of the discussion was on Multi-Tiered System of Supports (MTSS) and how to use that to support and improve our target areas from the district surveys. Under this category, we discussed our Tier 2 WIN Implementation, Connect Implementation and the coordination of Social Emotional Learning, learning work for our PBIS committee, and development of a committee to review our GT program. MTSS and PRGE Rubric Data were discussed. Finally, the group looked at how to best utilize professional development and schedule it for the upcoming school year. We utilized the district survey results to determine areas of need. We also reviewed parent-teacher conference dates, grading deadlines, and work days along with topics for guided support for our PGRE/Marzano teacher evaluation tool.

We celebrated Staff Appreciation in May. We have our band concerts next week and in the past

few weeks, we had our choir concerts and our school play, Matilda Jr. Next Friday, all students will participate in Exploratory Day and Career Day is upcoming for our 8th grade students. In addition, each grade level is preparing for end of the year celebrations on the last day of school. We are fortunate to work in a wonderful district with such great students, staff, and parents.

Waconia High School & Activities:

Congratulations to Julia Bartell on being chosen to represent WHS as the 2022 Athena Award winner. Julia's excellence and leadership in Wildcat athletics, as well as in the classroom and the community, has distinguished her as an outstanding recipient for this award.

Sponsored by the Minneapolis Athena Awards Committee, the Athena Award is a unique recognition program designed exclusively for female high school seniors. The Athena Awards program honors the athletic achievements of 55 high school seniors from Minneapolis and suburban area public and private high schools. Selection of the outstanding female athlete from each school is based on excellence in individual sports or for participation and accomplishments in team sports. Students who excel in athletic activities, who show leadership qualities, and who are model citizens are eligible for the award. On May 6th, all 55 Athena Award winners will be announced and recognized by the Minneapolis Athena Awards Committee at a luncheon at the Earle Brown Heritage Center in Brooklyn Center, MN.

Julia Bartell, daughter of Amy and Matt Bartell, is an outstanding student athlete who has been a wonderful role model within the Waconia High School's Girls' Swim and Dive program!

Julia is an impressive five time varsity letter winner in swimming and also secured a varsity letter in strength and conditioning. In addition, Julia was named All Conference five times and 4 times Team MVP as part of the Wildcat swim program. Julia also secured her place in the record books with an All-American Consideration for the 50 freestyle. Described by her Wildcat Head Swimming coach as a "student athlete that demonstrates a strong work ethic, Julia is an amazing person and leader." And lead by example she does, especially in the pool!

Julia has attained many truly amazing swim accomplishments! In addition to being named All American Consideration, Julia is a four-time MSHSL State entrant and three times earned All State honors. Julia proudly represented WHS on the podium as a top 3 finisher in both the 50 and 100 Freestyle at State both her sophomore and senior years. In addition, Julia was a member of the 2021 Girls' Swim team that advanced to State. Julia holds the school record in SIX different events and the WHS pool record as a member of the 2019 200 Medley Relay team with a time of 1:52.25 and in 2021, with a time of 53.31, earned the pool record in the 100 Freestyle.

Academically, Julia has maintained a 3.2 GPA throughout her high school career; has secured her place on the honor roll and earned a MSHSL Spotlight on Scholarship award for the past five

years. Julia has also been active in the community teaching swim lessons at a local swim club. This fall, Julia will head to Brigham Young University on a swim scholarship.

Congratulations to Kaethe Ludford on being chosen the 2022 Waconia High School MSHSL Triple "A" Award Winner!

Established in 1988, the Academics, Arts and Athletics Award (Triple "A") is a unique recognition program sponsored by the Minnesota State High School League. The award goes to high school seniors who have a "B" or better grade point average and who are active in fine arts and athletic activities. The purpose of this program is to recognize and honor high school seniors who have excelled in the classroom, on the athletic field, and in fine arts, as well as to elevate academic standards and create greater awareness of the value of high school activities. Kaethe is a very deserving candidate and models on a daily basis what the Triple "A" Award is all about – Excellence in the classroom, Excellence in Athletics & Excellence in the Arts.

Kaethe Ludford, is the daughter of James and Christine Ludford. Kaethe is a well-known student leader in our school and community as she has played a valuable role in a variety of clubs, fine arts and athletic programs during her high school career. Additionally, Kaethe has ambitiously taken every possible Advanced Placement (AP) class that could possibly fit into her schedule. In total, she has accumulated more than 12 AP courses while maintaining an impressive 3.97 GPA. Her academic valor has earned her AP Scholar with Distinction and 4.0 Honors and she also holds the distinction of being named a National Merit Commended Scholar.

Outside the classroom, Kaethe was impactful in leading and growing the Waconia High School Girls' Tennis program. She joined the inaugural team her Junior year and served as captain. As a Senior in 2021, she was again named captain and saw the team double in size through her leadership, enthusiasm, and recruitment. As a talented musician, Kaethe was an integral part of the Waconia High School Fine Arts program. Not only did she participate in band, jazz bands and choir throughout her high school career, Kaethe had major roles as a singer/dancer and vocal captain for our successful for show choir program. She also served as a pianist in the show choir bands and participated in theater as both a cast and crew member. Kaethe is a five-year member of the WHS Marching Band Color Guard and went above and beyond in this program as well. Her leadership skills were apparent in many fine arts programs as she ran musical rehearsals and effective practices for large and small groups. Deservingly so, Kaethe earned several WHS theater awards for her versatility and dedication and her dynamic skill sets at the piano earned her State MMEA Pianist Awards.

Kaethe is well respected by her peers and adults and with her friendly, "always willing to help" attitude, she makes a difference in the lives of others! As Kaethe's choir director stated, "She is dependable, a very hard worker and is the type of person who will not settle for anything but her best..." Kaethe has always put her best foot forward and based on her personal message of, "Being involved in such a variety of activities has inspired me...to follow all of the paths that hold potential for happiness." is truly an inspiration for others to follow! Kaethe plans to attend either

Boston University or George Washington University and study International Relations with a minor in Piano Performance.

Community Ed:

Our Early Childhood programs are wrapping up for the year. Our last week of ECFE classes was the week of May 9. Our preschool classes will be ending next week. A huge shout out to all our Early Childhood staff on another great school year!

Our Kids' Company summer program will be starting on June 13. We have 311 kids registered this summer. Kids' Company will be operating out of Laketown Elementary this summer.

Human Resources:

The Human Resources Department successfully completed its annual benefits enrollment process and is currently transitioning from Further to OneBridge, as our FSA and VEBA administrator. A huge thanks to Chris Steffen for leadership this process.

The hiring process for 2022-2023 is in full swing! As of today, offers have been accepted for twelve of our district's teaching openings for next year. It's our administrative team's goal to conduct interviews and extend offers as early as possible each spring to ensure that we have the best pool of teacher candidates to select from for our students. During what is a very busy time of the year for everyone, our Building Principals and Directors have done an excellent job making this very important process a priority for our students.

On May 11th, Human Resources, Principals and Directors participated in the EducateMN Virtual Career Fair. This was our first time participating in a Virtual Career Fair. A big thank you to the District Leaders who attended and to Lisa Olson for her leadership!!!

We are excited to share the following:

- We had 25 chats/videos with candidates.
- 11 of those chats were pre-scheduled.
- 4 chats were handed off to another rep in our booth.
- 8 candidates applied to jobs we had listed in our booth after the job fair.

On May 16th the District and the WEA participated in a WEA listening session. There were 13 people in attendance and each building was represented. The session proved very informative and provided the District with valuable information and insight.

Teaching & Learning:

Teaching and Learning Advisory Council

On Monday, May 2, we concluded the final Teaching and Learning Council meeting for this year. At this meeting, we prepared and unanimously approved two curriculum recommendations - 7-12 Health, and K-5 Science. These recommendations will be part of the Discussion Agenda this evening. We wish to extend our gratitude to this year's Teaching and Learning Advisory Council members for their time, engagement, and dedication. Nearly all members expressed a desire to continue to serve on the council in 2022-2023.

Preliminary MCA Results

Parents of students in grades 3-10 can now access preliminary MCA results for their child in the Infinite Campus Family Portal. At this time, all district and state results are embargoed to the public until this fall.

Support Services:

Transition activities for students on IEPs moving from early childhood to elementary, elementary school to middle school and middle to high school have been underway during May. Staff are communicating with each other, working on caseloads, and discussing schedules for fall of 2022. Some students have visited and toured the buildings they will be attending next fall also.

Superintendent:

ISD ONE10 is Wrapping Up Another Great Year with a Flurry of Enthusiasm, Celebrations and Excitement!

As ONE10 wraps up the last two weeks of school there is a lot of excitement and enthusiasm in the school buildings. It is so great to see all the events scheduled for the spring of the school year. The enthusiastic spirit at ONE10 to enjoy students with fun events and to celebrate student accomplishments is so refreshing to witness. Over the next couple of weeks we will have many graduations and celebrations of building transitions. A Big Thanks to all that bring joy to students at ONE10 and celebrate their success.

As we finish the school year in a somewhat normal fashion, I want to acknowledge all the exceptional work happening at ONE10, especially as we continue to navigate some of the most stressful times – COVID pandemic; student learning and social/emotional gaps; contract negotiations; hectic end-of-year flurry and much more. THANK YOU to ALL at ONE10 for your Phenomenal Work!!

Congrats to our ONE10 Students for the Many Achievements in 2021-22.

Here are Some Recent Student Accomplishments to Recognize....

ONE10 is so proud of the many accomplishments that our students continue to achieve. We would like to recognize a few that have made great achievements recently:

- WHS senior Delaney Seboria has been named a National Merit Scholar Finalist.
- Julia Bartell on being chosen to represent WHS as the 2022 Athena Award Winner
- Kaethe Ludford on being chosen the 2022 WHS MSHSL Triple "A" Award Winner

- Max McNelly won the USA National Wrestling Championship and will represent Team USA in the U17 World Team Greco-Roman Wrestling Championship in Rome, July 25-31.
- The WHS Student Athletes National Letter of Intent Signing Day Honorees:
 - Addy Kaeding, signed with The Naval Academy - Track
 - Travis Reighard, signed with North Dakota State University – Track
 - Caitlyn Schmidt, signed with Bemidji State University – Track
 - Grace Seim, signed with Winona State University – Soccer
 - Josh Wagener, signed with the Augustana, SD – Wrestling
- Waconia Works Signing Day Honorees:
 - Konrad Breeggemann, with owners Jo and Troy Eiden, Modern Design Cabinetry
 - Jake Schram, with owners, Andy and Eric Strong, Waconia Dodge Chrysler Jeep Ram
 - Cole Machtemes, with Mike’s Electric
 - Devon Bielke, with Crimson Copper
- We wish to acknowledge the great work our ONE10 Student School Representatives Jack Mccarty and Kate Schutte and thank them for all their amazing dedication and quality work

ISD ONE10 Continues to Receive High Reviews Amongst a National Trend of Unrest

We have received the raw data from the yearly “Daily Desired Experiences” Survey that was completed by staff, students and parents this spring. The initial information is pretty impressive when you consider the temperament of national, state and local campaigns to express frustration with public schools. At ONE10 our community, parents, staff and students continue to appreciate our great school district and their feedback shows this gratitude. The great majority of all three groups have reported that we are delivering on the Daily Desired Experiences.....Nice Work ONE10!!

The data is being reviewed, analyzed and prepared to be presented at the building and district level. Expect to see the complete data collection in mid-June and a presentation at the June 13th school board work session. In the meantime here is some of the quick review of the data:

- Our ONE10 parents gave us great feedback and reviews....87% overall approval, 95% feeling students are welcome, 90% feeling of belonging in ONE10, and 87% feeling their students are receiving great academic support and programing.
- Our ONE10 staff continue to enjoy ONE10....85% overall approval and 88% feeling of belonging in ONE10.
- Our ONE10 students have high and low responses ranges...
 - 54%--I am provided with some relaxing activities during the day
 - 96%--I have friends at my school.
 - The overall percentage from student responses is 72%, realizing we have some questions that will always score low from our students.
 - The overall Belonging score is 81%
 - The overall Academic Support score is 83%.

At each building this data will be analyzed for areas of celebration and areas for improvement. Every year this feedback is used to form our school improvement plans so that we address the concern areas and so that we continue the great work as recognized by the positive feedback. All-in-all, I am very proud of these results. Throughout this year the school district and staff have had moments where we have heard of frustrations from people that may not have agreed with what we are doing and we have found ourselves being questioned more often than normal. The results from this survey validates that ISD ONE10 continues to be a Great School and that the majority of people in our ONE10 community are very pleased with the environment and education we deliver at ONE10. Thank you so much to all those that continue to make ONE10 a Fantastic place for kids. You are the BEST!!...WE Are ONE10!!!

Waconia School Board selects Brian Gersich as next ISD 110 superintendent

Waconia School Board members have approved a contract for Brian Gersich to become the next ONE10 Superintendent and he will begin on July 1, 2022. We welcome Brian to the ONE10 Family.

Gersich is currently the assistant superintendent in the Burnsville-Eagan-Savage School District. He has been in that leadership position since January of 2019. Prior to his time at District ONE91, Gersich was a vice president for US Bank, serving as a commercial banking manager. Before that, Gersich was the superintendent in Le Sueur-Henderson Public Schools. He also spent 7 years as principal and 4 years as assistant principal at Mankato West High School.

After graduating from University of Minnesota Duluth with a BS in Mathematics teaching and a Computers and Educational Technologies Certificate in November of 1997, Gersich taught mathematics at Mound Westonka High School. He received his Master of Education from St. Mary's University and his principal and superintendent administrative licensures from the University of Minnesota. Gersich is currently working on his Doctorate of Education at Concordia University.

We look forward to having Mr. Gersich's leadership at ONE10 as the district continues to get even better. Congratulations to Brian and to ONE10!

Honoring the WHS Class of 2022 and ONE10 Retirees

On May 27th we will be sending out an End of the Year MailChimp to celebrate all the accomplishments of the WHS Class of 2022 and we will be recognizing all the ONE10 Retirees. Here is a short version of what to expect....

- Initial List of the WHS Class of 2022 reflective information and accomplishments:
 - 313 Seniors Graduating on May 29th
 - 47 National Honor Students
 - 85 Seniors Graduating with Honors
 - 46 Seniors with a GPA 3.95 or above

- 12 Seniors with a 4.0 GPA
- 10 Seniors have signed a National Letter of Intent to compete at D1 or D2
- 4 Seniors signed commitment letters to the Manufacturing/Labor Industry
- [ISD ONE10 Retirees and Years of Service Honorees](#) We are looking forward to honoring this exceptional group of staff at the staff celebration on June 3rd.

Have a Wonderful Last Two Weeks of School!!
WE Are ONE10!!

7. **ACTION ITEMS**

7.A. 2022-2023 Preliminary Budget

Waconia Public Schools

Independent School District #110

Serving the Communities of Minnetrista, New Germany,

St. Bonifacius, Victoria and Waconia

2022-2023

Preliminary Budget

May 23, 2022

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**Waconia Public Schools
Independent School District #110
School Board and Administration
May 23, 2022**

School Board

Name	Board Term Expires	Board Position
Dana Geller	12/31/24	Chairperson
Jackie Johnson	12/31/22	Vice-Chairperson/Clerk
Luke DeBoer	12/31/24	Treasurer
Alycia Myers	12/31/24	Director
Mike Bullis	12/31/22	Director
Rachel Myers	12/31/22	Director
Brian Rothstein	12/31/22	Director

Administration

Patrick Devine	Superintendent
Todd Swanson	Director of Finance and Operations (May 13, 2022)
District Offices:	Independent School District No. 110 Waconia Public Schools 512 Industrial Boulevard Waconia, MN 55387 (952) 442-0600

BUDGET OVERVIEW

THE DISTRICT

The legal name of the District is Independent School District Number 110 and is often referred to as Waconia Public Schools. The District, an outer ring Minneapolis suburban school district, serves a general population of approximately 23,000 and covers an area of about 99 square miles. The District owns and operates facilities in the city of Waconia. The District has one senior high school, one middle school, three elementary schools and one multipurpose facility which serves over 4,000 students.

The laws of the State of Minnesota give the authority to direct the District's business operations and educational functions to the District's School Board whose members are elected officials. The School Board has the authority to levy taxes, set fees, approve budgets, and staff positions along with other business and educational functions without prior approval from any other governmental unit. However, there are limits set in state statute. The amount of the levy components are either voter approved, derived from formulas set in statute or approved by the Minnesota Department of Education under guidelines set in statute. The School Board does have the authority to not levy the maximum levy permitted but in certain instances this causes a proportionate decrease in related state aid which is determined by the state legislature. The School Board does not have the authority to set the market value of property within the District nor to arbitrarily levy amounts needed to cover its expenditures. The expenditure budget must stay within predetermined revenue parameters determined through statutory formulas or reduce its fund balance or cut expenditures. The School Board can increase fees for those fees authorized in statute and seek grants. The School Board can issue debt with prior District voter approval. The Minnesota Department of Education does have some oversight responsibility over the District that is generally related to compliance and approval of certain laws and procedures. The School Board is responsible for the fiscal health of the District and the educational development of its students.

BUDGET POLICIES, DEVELOPMENT, ADMINISTRATION AND MANAGEMENT

The Waconia Public School District's fiscal year commences July 1 of each year, which is consistent with most school districts and is law in Minnesota. The School Board, by law, must have a budget adopted for the upcoming fiscal year prior to July 1. Budgeting is a difficult process since many decisions regarding revenue are determined by the state legislature, which often doesn't adjourn until the middle to the end of May.

The budget sets forth the financial plan for the forthcoming fiscal year. It is based on the projected financial needs of the District to allocate limited resources in the best possible way to give the best educational opportunities to students. The budget process starts with the development of the plan and timeline with completion and adoption in May or June. The plan is disseminated to board members and administration and the preparation of the budget is implemented. The process begins in July of the preceding fiscal year as this is when tax levy planning starts. Several levy components such as the lease levy, Long-Term Facilities Maintenance and health & safety levy need to be completed in July so that the Department of Education has time to study and approve the amounts for the proposed levy process in September. The proposed tax levy is approved by the School Board in September so that the county has time to inform taxpayers of their total tax impact in November. Taxpayers have an opportunity to express their concerns about their tax burden during hearings that take place in December. The board can then adjust the levy to reflect taxpayers concerns but must adopt the final levy in December. The board cannot increase the levy above the proposed amount without meeting certain exceptions such as a voter approved levy referendum.

The administration reviews enrollment projections and determines staffing levels needed for the forthcoming year. A preliminary financial forecast is then prepared by the Director of Finance and Operations.

The budget process continues and involves staff at all levels as they inform administration of their needs and anticipated expenditures. These requests are then reviewed by their budget administrator who determines their appropriateness and if appropriate includes them in his/her budget. Each building principal is allocated an amount for supplies, materials and equipment, based on student enrollment of that building, which he/she must allocate to those accounts under his/her control. When each administrator has his/her budget assembled he/she forwards it to the business office where it is entered into the finance system.

The finance department staff, along with the Director of Finance and Operations, prepares the salary and benefits budget and updates this data in to the financial system. Staff in the finance department review the data forwarded by each budget administrator and makes any necessary corrections. Preliminary budgets are compiled and presented to the School Board. The School Board considers these preliminary budgets, makes recommendations and changes, and adopts the final budget in May or June.

The budget is then implemented and administered. Administrators are responsible for approving purchase requisitions from their buildings or areas of responsibility. They must remain within the budget constraints and monitor their budgets from periodic reports they receive from the finance department. They also have the ability to review their budgets online through their computer terminal. The Director of Finance and Operations has responsibility for the financial integrity of the District. The finance department continuously monitors the availability of funds, the proper code classification, the maintenance of the coding structure and compliance with legal purchasing directives. All bids must be authorized and approved by the School Board. The revenue and expenditure budgets are monitored and changed as conditions change. All revisions to the budget are approved by the School Board.

Independent auditors audit the District's financial operations annually. An audited Comprehensive Annual Financial Report is presented to the board annually, which evaluates the District's results of operations. The District has a finance advisory committee that advises the board on financial matters.

FINANCIAL STRUCTURE

The financial activity of the District is accounted for in several funds. Each fund is an independent accounting entity having its own set of accounts, assets, liabilities, fund balances, revenues and expenditures. The District uses nine funds: General, Food Service, Community Service, Building Construction, Debt Service, Trust, Internal Service, OPEB Irrevocable Trust, and OPEB Debt Service.

FUND DESCRIPTION

GENERAL FUND

The General Fund is used to account for K-12 educational activities; instructional and student support programs; expenditures for the superintendent; administration; normal operations and maintenance; pupil transportation; capital expenditures; and legal expenditures not specifically designated to be accounted for in any other fund. A district may use General Fund revenues for capital purposes except when the requirements for a specific categorical revenue state that it may not be used for capital purchases.

Transportation Services

The General Fund is also used to show all financial activities of the District's pupil transportation program. Chargebacks must be made against other operating funds when appropriate.

Capital Expenditures

Revenue for total operating capital, the capital lease levy and revenue from bonds for certain capital facilities must be recorded in the reserve for operating capital in the General Fund. Revenue for Long-Term Facilities Maintenance must be recorded in the Reserves for these purposes in the General Fund.

Capital expenditures may be made from either the Unreserved General Fund, or from one of the appropriate reserves in the General Fund.

Miscellaneous General Provisions

If the unreserved fund balance in the Child Nutrition or Community Service Fund is in deficit, the deficit may be eliminated by a transfer from the General Fund (M.S. 121.912). See the following description of each fund to determine when a fund transfer is required. Such a transfer requires School Board action.

Extra-curricular activities under the control of the School Board must be recorded in the General Fund (M.S. 123.38, Subd. 2).

FOOD SERVICE FUND

The Food Service Fund is used to record financial activities of a school district's food service program. Food service includes activities for the purpose of preparation and service of milk, meals and snacks in connection with school and community service activities.

All expenditures relating to meal preparation must be recorded in the Food Service Fund. Eligible expenditures include application processing, meal accountability, food preparation, meal service and kitchen custodial service (M.S. 124.646, Subd. 4 (c)).

Generally excluded from the Food Service Fund are the costs of lunchroom supervision, lunchroom custodial services, lunchroom utilities, or any other administrative costs that are the responsibility of the General Fund. These costs may only be included if a surplus exists in the Food Service Fund at the end of a fiscal year for three successive years. A district may then reclassify these costs for the third fiscal year, not to exceed the amount of the surplus in the Food Service Fund (M.S. 124.646, Subd. 4 (h)).

Capital expenditures may be made from the Food Service Fund only if (1) the Food Service Fund's year-end unreserved fund balance is greater than the cost of the equipment to be purchased, and (2) prior approval has been obtained from the Minnesota Department of Education - Food and Nutrition Services when applicable. If these conditions are not met, then the equipment may only be purchased from the General Fund (M.S. 124.646, Subd. 4 (d)).

If a deficit in the Food Service Fund exists on June 30, and if that deficit is not eliminated by operations during the following year, it must then be eliminated by a permanent fund transfer from the General Fund. As an alternative to a fund transfer, a district may incur a deficit for up to three years without making the permanent transfer if the district submits to the Minnesota Department of Education - Food and Nutrition Services, by January 1 of the second fiscal year, a plan for eliminating the deficit at the end of the third fiscal year (M.S. 124.646, Subd. 4 (g)).

COMMUNITY SERVICE FUND

The Community Service Fund is used to record all financial activities of the Community Service program. The Community Service Fund for Waconia is currently comprised of four components, each with its own fund balance. The four components are Community Service, Community Education, Early Childhood Family Education (ECFE), and School Readiness.

Community Education includes only those activities authorized in M.S. 124D.19. The focus of these activities is enrichment programs for any age level that are not part of the K-12 education program. This section may also be used for K-12 summer school enrichment activities which, although educational in nature, are not for credit and are not required for graduation. A district may spend up to 10 percent of its community education revenue (levy, aids and fees) to purchase or lease computers and related items, equipment for instructional programs and library books used exclusively for community education (M.S. 124D.20, Subd. 8). The fund balance for Community Education is recorded in Fund Balance Code 431, Reserved for Community Education.

Early Childhood Family Education includes only activities authorized in M.S. 124D.13. The focus of these activities is to improve parenting skills of new and expectant parents, and to provide learning experiences for parents and children. The fund balance for Early Childhood Family Education is recorded in Fund Balance Account Code 432, Reserved for Early Childhood Family Education.

School Readiness includes only activities authorized in M.S. 124D.16. The focus of these activities is to prepare children to enter kindergarten. The fund balance for School Readiness is recorded in Fund Balance Account Code 444, Reserved for School Readiness.

The Community Service Fund also includes other community programs such as All Day Kindergarten, Preschool Screening, Adult Farm Management, and Nonpublic Pupil Aid programs. The fund balance for these community programs is recorded in Fund Balance Account Code 464.

When federal monies are expended for community service purposes as part of a program primarily for elementary/secondary children, the General Fund is used. Federal programs such as Adult Basic Education, which are predominately or totally directed toward adult groups, are recorded in the appropriate account of the Community Service Fund.

Funds may be transferred from the General Fund to the Community Service Fund for the employer contributions for TRA and FICA-Medicare for members of TRA who are paid from the Community Service Fund and who are not paid for by a fully funded grant or special project. The funds transferred must be recorded in the specific program areas from which the employer contribution expenditures were incurred (M.S. 123B.79, Subd. 3).

DEBT SERVICE FUND

The Debt Service Fund is used to record revenue and expenditures for a school district's outstanding bonded indebtedness, whether for building construction or operating capital, and whether for initial or refunding bonds.

When a bond issue is sold, the school board must levy a direct general tax upon the property of the District for the payment of principal and interest on such bonds as due. The revenue from such a tax and related state aid must be separately accounted for in a Debt Service Fund (M.S. 475.61).

When an excess is accumulated in a Debt Service Fund due to interest earnings, lower than anticipated tax delinquency, or excess building funds, the levy for debt service may be reduced in whole or part as dictated by fund balances and debt retirement requirements. When there are accumulations in the fund as the process of debt repayment nears an end; the accumulations should be used to reduce debt levies. When there is any balance left in the Debt Service Fund after all obligations have been discharged, such balance shall be permanently transferred to the General Fund, with an equal levy reduction (M.S. 475.61).

Net revenue is included in this fund (revenue minus operating expenditures) from rental or lease of property not currently being used for school purposes when there is outstanding debt on the property. The net revenue should be used to reduce the Debt Service Levy in accordance with Minn. Stat. § 123B.51, Subd. 4.

Revenue from sale or reimbursement from loss of property shall be deposited in this fund if the property has outstanding bonds. Amounts in excess of the amount required to retire the bonds may remain in the Debt Service Fund or be deposited in the Balance Sheet Code 424, Restricted/Reserved for Operating Capital, in the General Fund according to Minn. Stat. § 123B.51, subdivision 6. There can be no borrowing from the Debt Service Fund. Any cash balance or investment in the Debt Service Fund is held in trust for the bondholders and must not be used to support cash deficits in other funds. Minn. Stat. § 123B.78, Subd. 4.

TRUST FUND

The Trust Fund is used to record the revenues and expenditures for trust agreements where the school board has accepted the responsibility to serve as trustee. The property in the trust agreement typically comes to the district by gift. For example, a community member may create a scholarship trust to be awarded to an outstanding student every year or the local parent group may establish a trust to purchase computer equipment.

INTERNAL SERVICE FUND

An internal service fund is used to account for the financing of goods or services provided by one department to another within the school district or to other governmental units on a cost-reimbursement basis. School districts are not required to use internal service funds. The most common use of an internal service fund by school districts is for self-insurance programs.

The Internal Service Fund is used to collect premiums and to pay invoices for the District's self-insured dental plan.

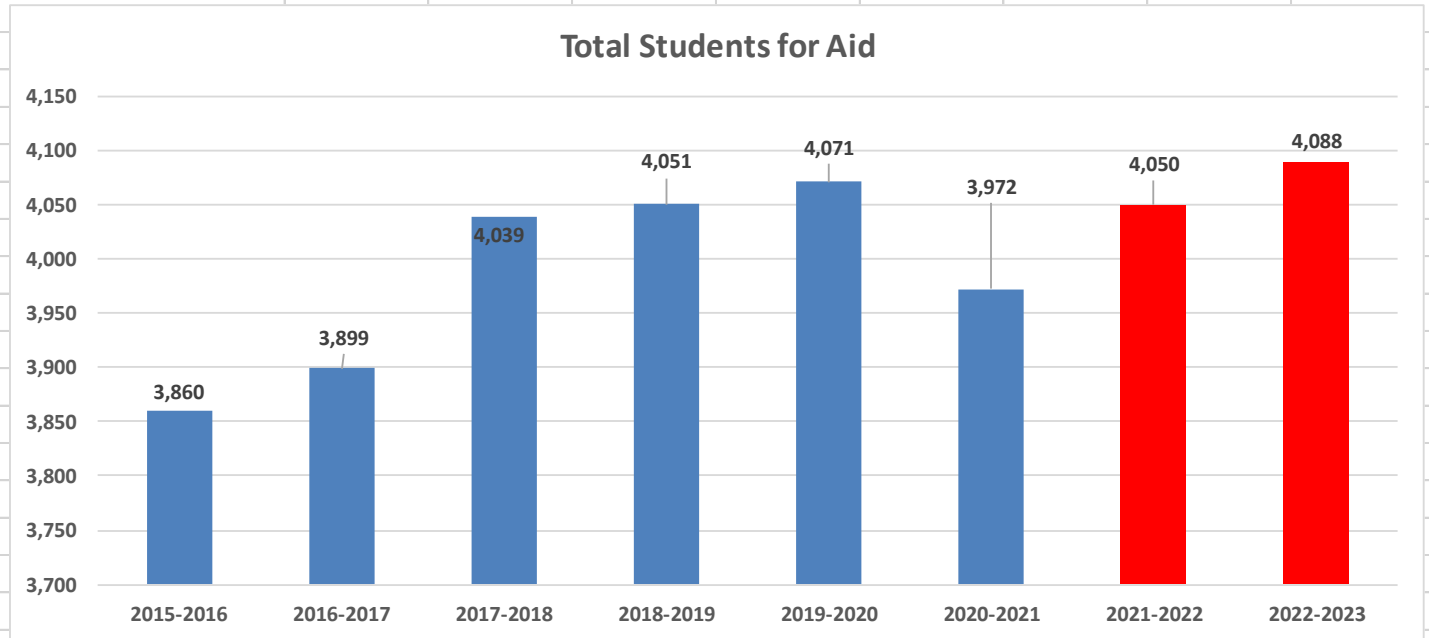
OPEB IRREVOCABLE TRUST FUND

This trust fund is used for reporting resources set aside and held in an irrevocable trust arrangement for post-employment benefits. District contributions to this fund must be expensed to an operating fund.

ENROLLMENTS

Enrollment is a critical factor in determining revenue with approximately 95% of General Fund revenue being determined by enrollment. The following chart shows that the number of students has increased slightly over the last six years. The District is conservatively estimating average daily membership of 4,050 in the 2021-2022 school year and 4,088 in the 2022-2023 school year.

ISD #110 - Waconia Public Schools								
Enrollment History and Projection								
Average Daily Membership (ADM)								
	Actuals						Estimated	
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Elementary	2,072	2,102	2,148	2,113	2,111	2,025	2,095	2,068
Secondary	1,788	1,797	1,891	1,938	1,960	1,947	1,955	2,020
Total Students for Aid	3,860	3,899	4,039	4,051	4,071	3,972	4,050	4,088
Percent Change	4.35%	1.01%	3.59%	0.30%	0.50%	-2.44%	1.96%	0.94%



The district had budgeted for 4,088 students in the 2020-2021 school year. Due to the COVID-19 pandemic, that number was revised downward to 3,970 ADM. The district is conservatively estimating that enrolled students will rebound slightly to 4,050 students in the 2021-2022 school year and 4,088 students in the 2022-2023 school year. Budgeted revenues and expenses will be revised to reflect actual student enrollment periodically throughout the year.

Why Is This Important?

Because the principal source of revenue to the district is the “general education basic formula”. For 2022-2023, this formula will provide the District with \$6,863 in state aid for each “pupil unit”. (A “pupil unit” is essentially one child enrolled for the entire school year, but each child in grades 7-12 is counted as more than 1 pupil unit to account for expenses for co and extra-curricular programs). Currently pupils are weighted as “pupil units” according to the following:

Grade Level “Pupil Unit” Weight

Kindergarten – 1.0; Grades 1 to 6 - 1.0; Grades 7 to 12 - 1.2.

For example, since each high school student counts as 1.2 pupil units, the school district receives $1.2 \times \$6,863$ in general education basic revenue for each high school student, or \$8,236. The general education basic aid formula is the single largest source of revenue for Waconia Public Schools, providing an estimated \$32,976,307 in 2022-2023. This comprises 64% of the District’s total general operating fund revenue for the year.

General Fund

Purpose

The General Fund contains all revenue and expense for the general, day-to-day operations of the school district. This includes salaries and benefits for teachers, administrators, custodians, secretaries, and paraprofessionals; instructional supplies; technology; transportation; textbooks, and money spent to operate and repair district buildings.

In some ways, it is clearer to express the general fund in terms of what it does not cover. The general fund does not cover Food Service; Community Education (including Kids Company); debt service payments on bonds issued by the District; and the cost of major construction projects financed through the issuance of bonds.

The preliminary budget for 2022-2023 contains moderate changes in staffing and programs from the previous year. The district is including a 2.00% increase in basic aid funding for the 2022-2023 School Year. The table below outlines historical per-pupil-unit funding. Please note that a change in how pupil units were calculated results in a larger formula allowance than what can be explained by looking at the simple dollar increase alone. The percentage increase shows the true picture of what has changed in state funding.

School Year	Formula Allowance	% Change from Prior Year
2011-2012	\$5,174	1.00 % Increase in Funding Formula
2012-2013	\$5,224	1.00 % Increase in Funding Formula
2013-2014	\$5,302	1.50 % Increase in Funding Formula
2014-2015	\$5,831	1.90 % Increase in Funding Formula
2015-2016	\$5,947	2.00 % Increase in Funding Formula
2016-2017	\$6,067	2.00 % Increase in Funding Formula
2017-2018	\$6,188	2.00 % Increase in Funding Formula
2018-2019	\$6,312	2.00 % Increase in Funding Formula
2019-2020	\$6,438	2.00 % Increase in Funding Formula
2020-2021	\$6,567	2.00 % Increase in Funding Formula
2021-2022	\$6,728	2.45 % Increase in Funding Formula
2022-2023	\$6,863	2.00 % Increase in Funding Formula

Fund Balance Policy

The level of spending is set with a number of considerations in mind, but one of the chief considerations is to maintain an adequate level of reserves for unanticipated events. The district has a formal policy calling for an unassigned balance in the general fund equal to at least 5% of one year's expenditures. This balance could be considered to be the District's "savings account". Maintaining a prudent fund balance is important for the stability of the district, and is a key measure that bond rating agencies examine when assigning a credit rating to a district's bond sale.

The projected unassigned general fund balance as of June 30, 2022 is projected to be a **negative \$2,984,300**. The District is currently in statutory operating debt. The District is working with the state on a plan to reduce this negative fund balance within the next five years and regain its financial health. The District has taken three large steps on that road. The first step was the passage of the \$525 per pupil referendum in the fall of 2018 by the voters in the district. The second step was a reduction in spending of approximately \$1.38 million enacted in the Spring of 2019 and additional reductions in the Spring of 2020. The third step was the passage of a \$410 per pupil referendum in fall of 2020. This has led to a budget that is projecting a surplus for the 2020-2021, 2021-2022 and 2022-2023 school years. The administration and the school board is committed to the process and is currently exploring all options in regards to improving the district's financial health.

Unanticipated events that could occur that would require the District to dip into its unrestricted fund balance include:

- Property tax delinquencies and abatements
- Enrollment fluctuations
- Unanticipated price increases for essential purchases, e.g. fuel for heating and transportation
- State revenue reductions or "aid pro-rations"
- Changes in the way the state allocates revenues to pay for required Special Education services
- Severe weather
- COVID-19 Pandemic Effects on the State Budget

General Fund Revenue

Waconia Public Schools receives revenues from two primary sources: local property taxes and state funding. A relatively small amount of revenue is also received from the federal government; fees and charges, and interest income.

Waconia Public Schools will receive approximately \$52,342,052, excluding COVID-19 revenues, to support the general operations of the district. This is an increase of \$1,573,834, excluding COVID-19 revenues, from the preceding year. The increase in revenue is primarily due to the increases in revenue on the state aid formula, an increase in the property tax levy and an increase in the projected growth in enrollment.

General Education Programs

General education revenue is a combination of several revenue categories that provide the major share of funding for school districts. Most of the general education revenue is for the general operation of the school district and is not designated by the state for a specific purpose. General education revenue is part aid and part levy, with the equity, transition, operating capital, alternative compensation and referendum portions of the general education program being equalized.

The basic general education formula for 2022-2023 is \$6,863 per pupil unit. State aid estimates are primarily based on session laws passed in 2021. The 2022 Legislative Session had not finished when the budget was completed.

Basic general education revenue plus several additional components (extended time, gifted and talented, basic skills, secondary sparsity, elementary sparsity, operating capital, long term facilities maintenance, transportation sparsity, equity revenue, training and experience, alternative compensation, transition, and referendum) make up total general education revenue. Operating capital and long term facilities maintenance revenue are treated as separate components in putting together the budget for Waconia Public Schools.

Basic revenue is also referred to as basic formula, or formula revenue. Basic revenue is calculated as the basic formula allowance (\$6,863 for 2022-2023) times the district's adjusted marginal cost pupil units (AMCPU). AMCPU is calculated as the greater of the district's current year weighted students in average daily membership served in the district (adjusted pupil units) or the district's current year adjusted pupil units multiplied by 77 percent, plus the district's prior year weighted pupil count multiplied by 23 percent. This calculation allows districts that have declining adjusted pupil units to count 23 percent of the reduction in adjusted pupil units in their formulas for calculating current year revenue. [126C.10, 2]

The district has included in its budget step and lane costs for teachers of \$1,134,000 for the 2022-2023 school year. Negotiations for teachers are in process and the estimated costs are based on a 2.0% increase in year two of the contract. Federal revenue due to COVID has had a dramatic effect on the District's budget in the 2020-2021 and 2021-2022 school years. Revenues and expenses totaling \$1,274,185 were utilized to deal with the COVID-19 pandemic in the 2020-2021 school year. An estimated \$1,170,840 of revenues and expenses are projected to deal with the COVID-19 pandemic in the 2021-2022 school year. By contrast, the revenue and expenditure COVID-19 pandemic budgets for the 2022-2023 school year are estimated at \$370,605. Another budgetary consideration for the district includes Special Education Cross Subsidy revenue changes. There was an estimated 1.24% increase in this formula for the 2021-2022 school year but nothing additional for the 2022-2023 school year at this time, pending legislative changes.

Special Education

Special Education Mandate:

Local school districts are required by state law to provide appropriate and necessary special education to children with disabilities from birth to 21 years of age. Children with disabilities are defined in statute to include children who have a hearing impairment, visual disability, speech or language impairment, physical disability, mental disability, emotional behavioral disorder, specific learning disability, deaf/blind disability, or other health impairment. The definition of a child with a disability also includes every child under age five who needs special instruction and services, as determined by state standards, because the child has a substantial delay or an identifiable and known physical or mental condition. The mandate for service does not include pupils with short-term or temporary physical or emotional disabilities.

Special instruction and services for children with disabilities must be based on the assessment and individualized education program (IEP). The statutes and rules specify school district responsibilities for program decisions for children with disabilities and for the education of children who are placed outside the district where their parents reside. Districts are required to provide special education on a shared time basis to pupils enrolled in nonpublic schools.

Special Education Funding Formulas:

School districts receive state aid and some federal aid to pay for special education services. If these funds are insufficient to pay for the costs of the programs, districts must use other general fund revenue. (Minn. Statute 125A.75-125A.79)

The 2013 Omnibus Education Finance bill modified the way Minnesota's special education services are funded for fiscal year 2014 and later. Prior to the changes, Minnesota's special education formula was considered a partial cost reimbursement formula. As the following pages describe, this formula calculated each district's authorized spending on special education services (consisting primarily of the salary costs of special education teachers and aides providing services to students with IEP's) and reimbursed the district for a portion of those costs.

During the 2013 session, Gov. Mark Dayton proposed modifying the formula to base a portion of the funding on a "census style" of funding. Under a census-funding basis, a count (census) of different types of students is made and funding is assigned for each category of disability.

The 2013 Legislature included a modified version of the governor's funding proposal. The goal of the formula is to provide some special education funding based on student characteristics and to partially move away from a cost-reimbursement formula.

For fiscal years 2014 and 2015, the new formula was being phased in and combined elements of the cost-based special education aid formula with a cross-subsidy reduction aid based on the characteristics of the district.

Beginning in fiscal year 2016, a district is eligible for the sum of its special education-related transportation services, and the **lesser of**:

- (1) 50 percent of the district's nonfederal expenditures for the previous year;
- (2) 62 percent of the district's special education revenue computed under the old formulas; or
- (3) 56 percent of the sum of:
 - (a) the district's average daily membership times the sum of:
 - (i) \$450;
 - (ii) \$400 times the district's percent eligible for free and reduced price meals; and
 - (iii) .008 times the district's average daily membership;
 - (b) \$10,400 times the count of students with autism spectrum disorder, developmental delay, or severely multiply impaired;
 - (c) \$18,000 times the count of students who are deaf/hard of hearing or have an emotional behavioral disorder; and
 - (d) \$27,000 times the count of students who are developmentally cognitive mild-moderate, developmentally cognitive severe-profound, physically impaired, visually impaired, or deafblind.

Excess Cost Aid:

For fiscal year 2016 and later, a district's special education excess cost aid equals the greater of: (1) 56 percent of the difference between the district's unreimbursed special education expenditures and 7 percent of the district's general revenue; or (2) 62 percent of the difference between the district's unreimbursed special education revenue under the former formula and 2.6 percent of general revenue.

For years prior to fiscal year 2014, excess cost aid was designed to provide additional special education funding for districts that have extremely high levels of unreimbursed special education expenses. A school district's excess cost aid was capped in much the same manner as the regular special education aid for those years.

Total statewide excess cost aid was limited to a fixed amount set in statute for fiscal years 2008 to 2011, was annually inflated by 2 percent for subsequent fiscal years, and was also adjusted for the change in pupil counts for each year. Each district's initial excess cost aid is based on the difference between unreimbursed special education costs and other general education revenue. For fiscal years 2009 to 2014, initial excess cost aid equaled the greater of (1) 75 percent of the difference between the district's unreimbursed special education cost and 4.36 percent of the district's general education revenue; or (2) zero.

A district's excess cost aid is its initial excess cost aid prorated to the state total excess cost aid by multiplying the district's initial excess cost aid by the ratio of the state total excess cost aid to initial (uncapped) state total excess cost aid.

Special Education Summary

Special Education funding is one of the most complex funding mechanisms used by the State of Minnesota. The new funding formulas have resulted in a large shift in mandated expenses for Waconia Public Schools. This funding shift will require ISD 110 to either make reductions in programs normally funded with general education revenue, increase operating revenue through an additional operating levy or a combination of both. Changes in the funding formula at the state level in the current year appear to give some relief from the problem. More help is needed at the legislative level in the coming years in order to get this funding mechanism corrected.

Federal Programs

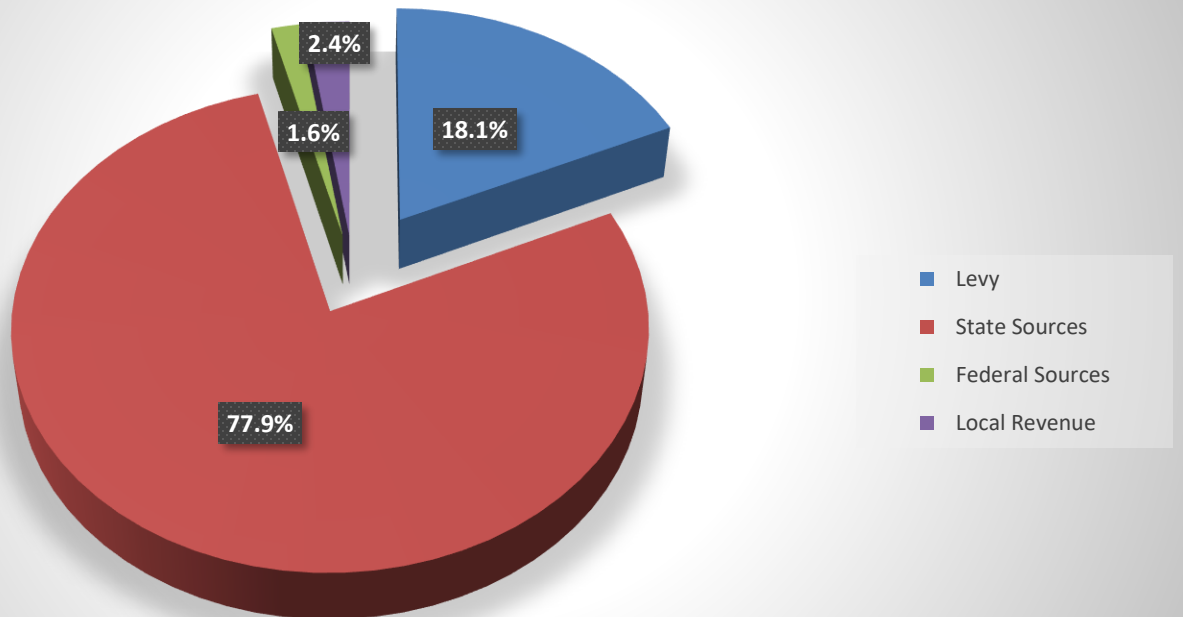
Federal funding is generally provided to supplement the costs of providing instructional services in specific vocational, adult, and special education programs for educationally or economically disadvantaged students. Federal funds are a relatively modest revenue source for the general fund, but significant for target population groups. In FY 2022-2023, Waconia Public Schools is budgeted to receive approximately \$454,636 in non-COVID-19 federal funding.

Where Does the Money Come From?

As the pie chart below shows, most general fund revenue for Waconia Schools is state aid 80.5%. The second largest portion – 18.6%, comes from local revenues, fees, admission charges, earnings on investments, and property taxes assessed on property within the District. Finally, federal aid provides 1% of general fund revenue. Both state aid and local property tax revenues are strictly controlled by the state.

REVENUES:	2021-2022	%	2022-2023	%
Levy	\$ 9,005,325	17.2%	\$ 9,550,538	18.1%
State Sources	39,769,178	76.0%	41,047,444	77.9%
Federal Sources	1,625,476	3.1%	825,241	1.6%
Local Revenue	1,896,009	3.6%	1,289,434	2.4%
TOTAL REVENUES	\$ 52,295,988	100.0%	\$ 52,712,657	100.0%

2022-2023 Revenues by Source Code Budget



General Fund Expenditures by Object Code

Allocations

Amounts distributed to schools and other offices for supplies and similar expenses remained the same as in the prior year.

Expenditures by Category 2022-2023

The school district budget consists of the following types of expenditures. About 81 cents of each dollar will be spent for salaries and employee benefits.

Salaries (\$30,396,356)

Regular salary related to personnel positions, extra-curricular assignments, overtime, substitute costs.

Employee Benefits (\$11,072,314)

Health, Dental, Life, Long-term disability, workers' compensation, retirement plans and recording of post-retirement benefits for current employees.

Purchased Services (\$6,482,299)

Includes utilities, consultants, postage, insurance, repair and maintenance services, transportation contracts, travel/conferences, payments to other districts and tuition.

Supplies & Materials (\$1,894,422)

Textbooks, instructional supplies, office and custodial supplies, computer software, and related copier costs. Includes fuel for buildings.

Capital Expenditures (\$1,290,909)

Capital expenditures consist of expenditures for acquisition, additions, or improvement of a capital asset, which may include land, improvements to land, easements, buildings, building improvements, vehicles, machinery, and equipment.

Debt Service Expenses (\$136,287)

Debt service expenses relate mainly to the costs of the short term borrowing the district is undertaking at this time.

Miscellaneous and Other expenditures (\$392,101)

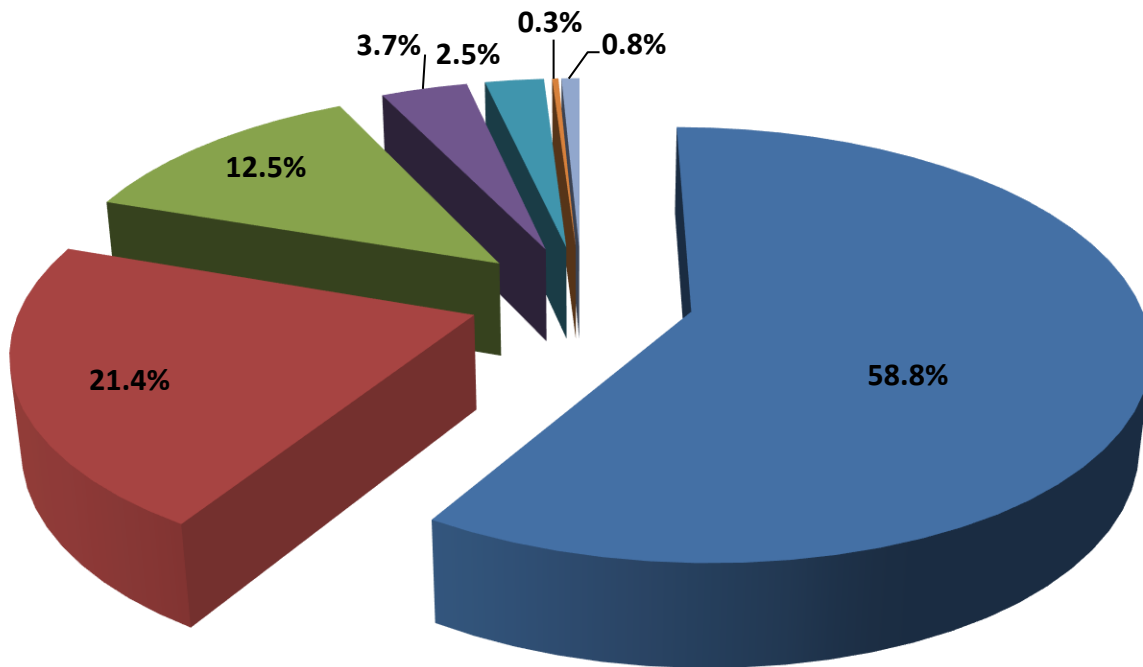
Includes all expenses that cannot be classified as above.

General Fund Expenditures by Object Code

EXPENDITURES:	2021-2022	%	2022-2023	%
Salaries and Wages	\$ 29,297,583	57.1%	\$ 30,396,356	58.8%
Employee Benefits	10,951,351	21.4%	11,072,314	21.4%
Purchased Services	6,606,285	12.9%	6,482,299	12.5%
Supplies and Materials	2,614,049	5.1%	1,894,422	3.7%
Capital Expenditures	1,288,398	2.5%	1,290,909	2.5%
Debt Service Expenditures	136,287	0.3%	136,287	0.3%
Other Expenditures	393,786	0.8%	392,101	0.8%
TOTAL EXPENDITURES	\$ 51,287,739	100.0%	\$ 51,664,688	100.0%

2022-2023 Expenditures by Object Code Budget

- Salaries and Wages
- Employee Benefits
- Purchased Services
- Supplies and Materials
- Capital Expenditures
- Debt Service Expenditures
- Other Expenditures



General Fund Expenditures by Program Code

ADMINISTRATION: These programs include all costs for general administration, instructional administration and school site administration for the school district. Administrative services are defined as those provided by head administrators who are in charge of instructional or instruction-related units. This includes the school board, superintendent, principals, assistant superintendents, and directors of instructional areas. Included are the costs of their immediate offices, including those individuals in direct support of the administrator. This series does not include administrators of non-instructional activities such as the business manager, food service manager, or director of buildings and grounds.

DISTRICT SUPPORT SERVICES: Consists of activities related to general administrative support not listed above. This area covers federal programs, human resources, government relations, school elections, and miscellaneous district administration not otherwise classified.

ELEMENTARY AND SECONDARY REGULAR INSTRUCTION: Consists of all activities dealing directly with the teaching of pupils, the interaction between teachers and pupils in the classroom and co-curricular activities at the kindergarten, elementary and secondary levels.

VOCATIONAL INSTRUCTION: Courses and activities that develop knowledge, skills, attitudes and behavioral characteristics for students seeking career exploration and employability.

SPECIAL EDUCATION INSTRUCTION: Activities providing learning experiences for pupils of any age who, because of certain atypical characteristics or conditions, need, or who would benefit by, educational programs different from those provided pupils in regular or vocational instruction.

INSTRUCTIONAL SUPPORT SERVICES: Activities for assisting the instructional staff with the content and process of providing learning experiences for pupils in kindergarten through twelfth grade.

PUPIL SUPPORT SERVICES: Includes all services provided to pupils who do not qualify to be classified as instructional services (counseling/guidance, health, psychological, social work, transportation, other)

SITES & BUILDINGS: Activities related to the acquisition, operation, maintenance, repair and remodeling of all physical plant, facilities and grounds of the school district.

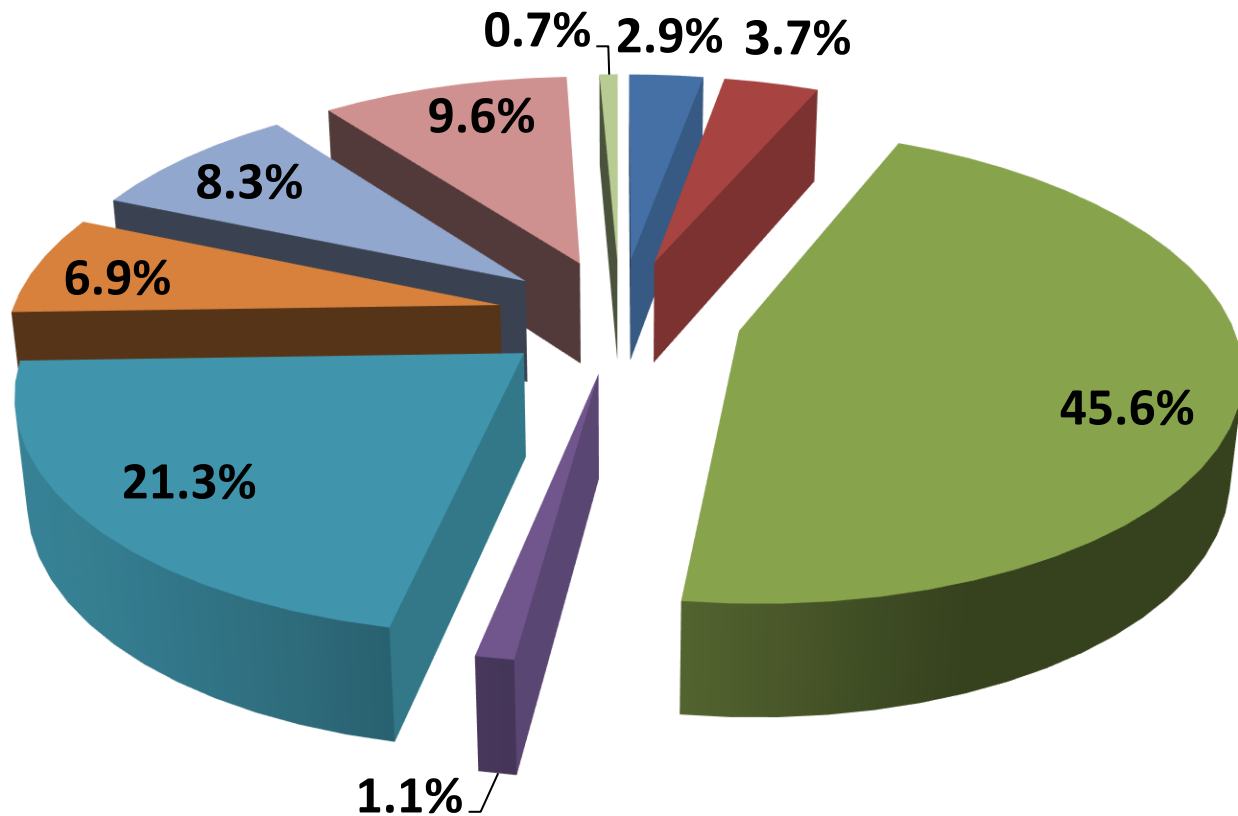
FISCAL & OTHER FIXED COSTS: Fiscal and fixed cost activities that are not recorded elsewhere.

Expenditures by Program Code

EXPENDITURES:	2021-2022	%	2022-2023	%
ADMINISTRATION	\$ 1,457,523	2.8%	\$ 1,479,002	2.9%
DISTRICT SUPPORT SERVICES	1,869,479	3.6%	1,897,927	3.7%
ELEMENTARY AND SECONDARY REGULAR INSTRUCTION	23,129,917	45.1%	23,568,029	45.6%
VOCATIONAL INSTRUCTION	544,745	1.1%	552,670	1.1%
SPECIAL EDUCATION INSTRUCTION	10,213,505	19.9%	10,995,494	21.3%
INSTRUCTIONAL SUPPORT SERVICES	3,891,607	7.6%	3,562,867	6.9%
PUPIL SUPPORT SERVICES	4,580,082	8.9%	4,308,269	8.3%
SITES & BUILDINGS	5,240,381	10.2%	4,939,930	9.6%
FISCAL & OTHER FIXED COSTS	360,500	0.7%	360,500	0.7%
TOTAL EXPENDITURES	\$ 51,287,739	100.0%	\$ 51,664,688	100.0%

2022-2023 Expenditures by Program Code Budget

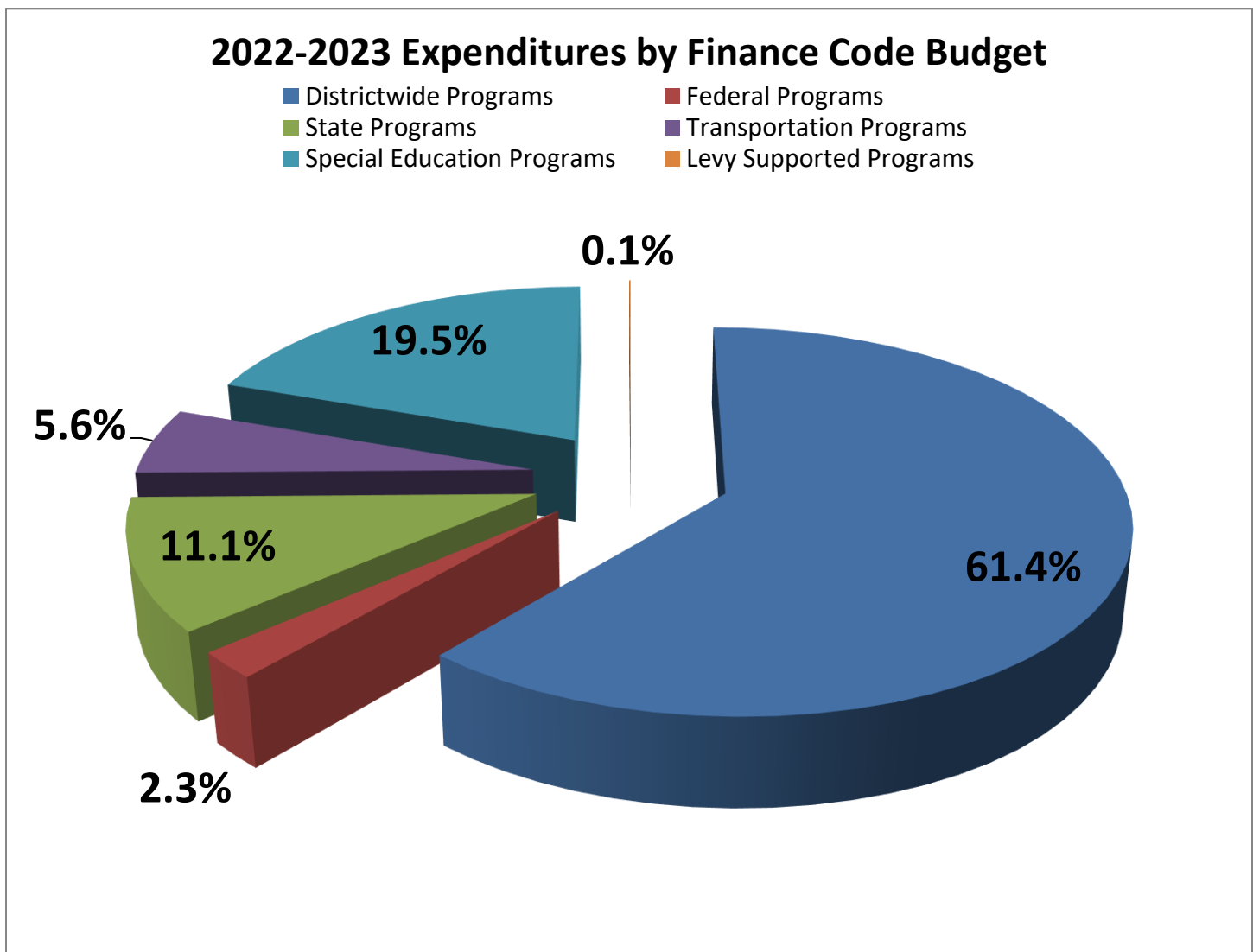
- ADMINISTRATION
- ELEMENTARY AND SECONDARY REGULAR INSTRUCTION
- SPECIAL EDUCATION INSTRUCTION
- VOCATIONAL INSTRUCTION
- INSTRUCTIONAL SUPPORT SERVICES
- DISTRICT SUPPORT SERVICES
- PUPIL SUPPORT SERVICES
- SITES & BUILDINGS
- FISCAL & OTHER FIXED COSTS



Expenditures by Finance Code

The finance code dimension is generally used to define specific local, federal or state projects. The majority of a districts expenditures will not have a specified finance code.

EXPENDITURES:	2021-2022	%	2022-2023	%
Districtwide Programs	\$ 31,534,158	61.5%	\$ 31,709,683	61.4%
Federal Programs	1,641,976	3.2%	1,165,965	2.3%
State Programs	5,602,921	10.9%	5,736,184	11.1%
Transportation Programs	2,846,411	5.5%	2,917,687	5.6%
Special Education Programs	9,627,273	18.8%	10,100,169	19.5%
Levy Supported Programs	35,000	0.1%	35,000	0.1%
TOTAL EXPENDITURES	\$ 51,287,739	100.0%	\$ 51,664,688	100.0%



Capital Program and Long-Term Facilities Maintenance Programs

The Capital Program has undergone many changes with the addition of a new Long-Term Facilities Maintenance Program that was passed by the legislature and signed by the Governor June 13, 2015.

Long-term Facilities Maintenance Revenue may be used for the following purposes as defined in the law:

- Deferred capital expenditures and maintenance projects necessary to prevent further erosion of facilities
- Increasing accessibility of school facilities,
- Health and Safety projects under Minnesota Statutes, Section 123B.57, including health, safety and environmental management costs associated with implementing the district's health and safety program.

To qualify for Long-Term Facilities Maintenance Revenue school districts must have a ten year plan adopted by the school board. The application must be submitted to the Minnesota Department of Education by July 31, 2022 and should include the following components:

- A spreadsheet summarizing the total planned expenditures by category for each of the next ten years.
- For districts with indoor air quality, fire alarm and suppression and asbestos abatement projects costing \$100,000 or more per site in FY 2021 or 2022, a narrative describing each project in greater detail.
- For districts with deferred maintenance projects costing \$2,000,000 or more per site in FY 2021 or 2022, a narrative describing each project in greater detail.
- A spreadsheet showing how the district plans to fund its proposed expenditures with Long-Term Facilities Maintenance revenue over the next ten years.

The District's Long Term Facilities Maintenance Plan will be submitted to the school board for approval in July.

INDEPENDENT SCHOOL DISTRICT #110
Preliminary General Fund Budget - Operating Fund
Revenues and Expenditures by Object - Operating Capital Program Only
2022-2023 with Comparative Information for years 2018-2019 through 2020-2021

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	Audited Actuals	Audited Actuals	Audited Actuals	Revised Budget	Preliminary Budget
Revenues and Other Sources:					
Local Property Tax Levies	\$ 711,409	\$ 536,456	\$ 658,767	\$ 795,909	\$ 829,262
Other Local and County Revenues	21,559	112,374	65,712	24,000	24,000
State Sources	693,528	679,297	638,974	624,139	607,030
Federal Sources	-	-	-	-	-
Sales and Other Financing Sources	500,000	-	-	-	-
Total Revenues and Other Sources	\$ 1,926,496	\$ 1,328,127	\$ 1,363,453	\$ 1,444,048	\$ 1,460,292
Expenditures and Other Uses:					
Salaries and Wages	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Benefits	-	-	-	-	-
Purchased Services	170,716	137,849	76,809	121,778	121,778
Supplies and Materials	232,715	223,987	144,150	262,713	260,213
Capital Expenditures	2,916,455	629,950	979,010	872,987	917,987
Debt Service	81,287	81,287	81,287	81,287	81,287
Other Expenditures and Financing Uses	58,007	68,267	79,004	94,912	94,912
TOTAL EXPENDITURES	\$ 3,459,180	\$ 1,141,340	\$ 1,360,260	\$ 1,433,677	\$ 1,476,177
Surplus or (Deficit) of Revenues and Other Sources Over (Under) Expenditures and Other Uses	\$ (1,532,684)	\$ 186,787	\$ 3,193	\$ 10,371	\$ (15,885)
Fund Balance at the Beginning of the Year	\$ 1,533,114	\$ 430	\$ 187,217	\$ 190,410	\$ 200,781
Reserved for Operating Capital	430	187,217	190,410	200,781	184,896
Fund Balance at the End of the Year	\$ 430	\$ 187,217	\$ 190,410	\$ 200,781	\$ 184,896

INDEPENDENT SCHOOL DISTRICT #110
Preliminary General Fund Budget - Operating Fund
Revenues and Expenditures by Object - LTFM Program Only
2022-2023 with Comparative Information for years 2018-2019 through 2020-2021

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	Audited Actuals	Audited Actuals	Audited Actuals	Revised Budget	Preliminary Budget
Revenues and Other Sources:					
Local Property Tax Levies	\$ 416,616	\$ 406,450	\$ 179,176	\$ 334,719	\$ 462,551
Other Local and County Revenues	165,112	102,286	122,647	134,247	61,218
State Sources					
Federal Sources					
Sales and Other Financing Sources	-	-	-	-	-
Total Revenues and Other Sources	\$ 581,728	\$ 508,736	\$ 301,823	\$ 468,966	\$ 523,769
Expenditures and Other Uses:					
Salaries and Wages	\$ 40,900	\$ 52,275	\$ 53,321	\$ 55,412	\$ 55,454
Employee Benefits	13,501	8,000	8,160	8,160	8,160
Purchased Services	214,018	137,999	94,178	127,915	228,600
Supplies and Materials	21,299	23,324	10,990	26,500	26,500
Capital Expenditures	646,175	286,635	110,049	245,449	204,949
Debt Service	-	-	-	-	-
Other Expenditures and Financing Uses	-	680	594	685	-
TOTAL EXPENDITURES	\$ 935,893	\$ 508,913	\$ 277,292	\$ 464,121	\$ 523,663
Surplus or (Deficit) of Revenues and Other Sources Over (Under) Expenditures and Other Uses	\$ (354,165)	\$ (177)	\$ 24,531	\$ 4,845	\$ 106
Fund Balance at the Beginning of the Year	\$ 357,321	\$ 3,156	\$ 2,979	\$ 27,510	\$ 32,355
Reserved for LTFM	3,156	2,979	27,510	32,355	32,461
Fund Balance at the End of the Year	\$ 3,156	\$ 2,979	\$ 27,510	\$ 32,355	\$ 32,461

INDEPENDENT SCHOOL DISTRICT #110

Preliminary General Fund Budget - Operating Fund

**Revenues and Expenditures by Object - Excluding Operating Capital and LTFM
2022-2023 with Comparative Information for years 2018-2019 through 2020-2021**

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	Audited Actuals	Audited Actuals	Audited Actuals	Revised Budget	Preliminary Budget
Revenues and Other Sources:					
Local Property Tax Levies	\$ 3,413,685	\$ 5,838,912	\$ 6,186,304	\$ 7,874,697	\$ 8,258,725
Other Local and County Revenues	1,281,920	1,047,003	1,052,046	1,373,032	1,204,216
State Sources	35,267,013	36,976,245	38,105,731	39,145,039	40,440,414
Federal Sources	854,789	865,974	2,073,894	1,625,476	825,241
Sales and Other Financing Sources	(2,747)	4,958	9,456	364,730	-
Total Revenues and Other Sources	\$ 40,814,660	\$ 44,733,092	\$ 47,427,431	\$ 50,382,974	\$ 50,728,596
Expenditures and Other Uses:					
Salaries and Wages	\$ 27,872,819	\$ 27,350,460	\$ 27,514,505	\$ 29,242,171	\$ 30,340,902
Employee Benefits	9,621,835	10,004,564	10,682,091	10,943,191	11,064,154
Purchased Services	6,188,432	5,527,036	5,704,431	6,356,592	6,131,921
Supplies and Materials	1,572,869	1,183,367	1,820,029	2,324,836	1,607,709
Capital Expenditures	26,773	6,067	103,091	169,962	167,973
Debt Service	47,934	181,602	124,158	55,000	55,000
Other Expenditures and Financing Uses	277,660	261,808	253,749	298,189	297,189
TOTAL EXPENDITURES	\$ 45,608,322	\$ 44,514,904	\$ 46,202,054	\$ 49,389,941	\$ 49,664,848
Surplus or (Deficit) of Revenues and Other Sources Over (Under) Expenditures and Other Uses	\$ (4,793,662)	\$ 218,188	\$ 1,225,377	\$ 993,033	\$ 1,063,748
Fund Balance at the Beginning of the Year	\$ (1,596,748)	\$ (6,412,536)	\$ (6,194,343)	\$ (4,968,968)	\$ (3,975,935)
Nonspendable	90,882	40,035	142,221	50,000	50,000
Restricted/Reserved					
Staff Development	-	-	-	-	-
Area Learning Center	-	-	2,728	-	-
Third Party Billing - Medical Assistance	6,985	8,583	63,767	15,500	15,500
Gifted and Talented	-	-	-	-	-
Basic Skills	230	-	-	-	-
Safe Schools	15,813	15,664	16,468	6,613	6,613
Other Purposes	-	-	13,318	-	-
Unassigned	(6,526,446)	(6,258,625)	(5,207,470)	(4,048,048)	(2,984,300)
Fund Balance at the End of the Year	\$ (6,412,536)	\$ (6,194,343)	\$ (4,968,968)	\$ (3,975,935)	\$ (2,912,187)

INDEPENDENT SCHOOL DISTRICT #110
Preliminary General Fund Budget - Operating Fund
Expenditures by Object Detail - Excluding Operating Capital and LTFM
2022-2023 with Comparative Information for years 2018-2019 through 2020-2021

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	Audited	Audited	Audited	Revised	Preliminary
	Actuals	Actuals	Actuals	Budget	Budget
Expenditures and Other Uses:					
Licensed Teaching and Support Staff	\$ 18,728,499	\$ 18,496,216	\$ 18,565,839	\$ 20,078,904	\$ 20,883,033
Extra Curricular	742,863	571,231	624,685	644,905	618,394
Administration	2,373,214	2,415,102	2,430,505	2,439,065	2,487,845
Substitute Teachers	509,014	419,324	430,057	524,475	542,835
Clerical	1,595,316	1,578,870	1,469,730	1,682,407	1,808,794
Paraprofessionals	2,293,630	2,286,459	2,442,737	2,140,041	2,214,941
Maintenance and Custodial	1,336,144	1,340,992	1,378,864	1,392,320	1,420,166
Other Salaries and Wages	294,139	242,266	172,087	340,054	364,894
Total Salaries and Wages	27,872,819	27,350,460	27,514,504	29,242,171	30,340,902
Retirement Programs	4,664,702	4,668,524	4,857,965	4,981,120	5,087,571
Active Employee Insurance Benefits	4,798,117	5,096,422	5,654,927	5,760,071	5,774,583
Workers Compensation	156,089	217,980	169,199	192,000	192,000
Unemployment Compensation	2,927	21,638	-	10,000	10,000
Total Employee Benefits	9,621,835	10,004,564	10,682,091	10,943,191	11,064,154
Professional Service Fees	685,003	476,706	418,029	461,582	457,882
Special Ed Litigation & Tuition Bill Payments	-	1,157	340,145	4,000	320,000
Other Professional Services	94,015	87,573	77,087	98,300	98,300
Technology and Communications	144,497	150,913	240,521	297,446	290,339
Officials	38,032	32,704	34,293	48,207	48,207
Postage	22,564	15,577	15,227	18,195	18,195
Utilities	793,599	755,222	665,355	608,438	608,438
Property and Liability Insurance	108,257	128,183	243,338	243,500	243,500
Maintenance and Repairs	424,526	193,541	285,754	677,272	317,272
Transportation	3,063,274	2,985,259	2,626,802	2,968,017	2,922,303
Travel and Conferences	202,103	165,904	99,586	288,225	235,155
Rental and Leases	31,701	19,610	14,687	-	-
Advertising	8,589	6,668	6,034	6,250	6,250
Special Ed Contracted Services	572,272	508,019	637,573	637,160	566,080
Total Purchased Services	6,188,432	5,527,036	5,704,431	6,356,592	6,131,921
Instructional Supplies	481,690	318,688	419,548	614,983	568,553
Maintenance Supplies	219,932	212,452	116,951	233,600	234,600
Fuel for Heat, Gas and Oil	327,918	257,672	290,381	303,000	303,500
Textbooks and Workbooks and Tech Devices	78,900	41,547	180,971	498,687	36,837
Instructional Media Supplies	34,477	19,438	21,257	67,189	21,852
License Agreements	193,679	160,959	200,197	245,520	220,520
Other Supplies	236,273	172,611	590,724	361,857	221,847
Total Supplies and Materials	1,572,869	1,183,367	1,820,029	2,324,836	1,607,709
Site and Grounds Improvements	4,649	-	-	-	-
Equipment	5,850	1,917	9,449	19,318	17,288
Technology Hardware, Software and Repairs	16,274	4,150	(524)	5,644	5,685
Capital Leases	-	-	94,166	145,000	145,000
Total Capital Expenditures	26,773	6,067	103,091	169,962	167,973
Debt Service Expenses	47,934	181,602	124,159	55,000	55,000
Dues and Memberships	73,583	66,716	63,278	81,667	80,667
Miscellaneous	133,457	132,514	128,511	154,522	154,522
Total Other Expenditures	254,974	380,832	315,948	291,189	290,189
Permanent Transfers	70,620	62,578	61,960	62,000	62,000
TOTAL EXPENDITURES	\$ 45,608,322	\$ 44,514,904	\$ 46,202,054	\$ 49,389,941	\$ 49,664,848

INDEPENDENT SCHOOL DISTRICT #110

Preliminary General Fund Budget - Operating Fund

**Revenues and Expenditures by Program - Excluding Operating Capital and LTFM
2022-2023 with Comparative Information for years 2018-2019 through 2020-2021**

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	Audited Actuals	Audited Actuals	Audited Actuals	Revised Budget	Preliminary Budget
Revenues and Other Sources:					
Local Property Tax Levies	\$ 3,413,685	\$ 5,838,912	\$ 6,186,304	\$ 7,874,697	\$ 8,258,725
Other Local and County Revenues	1,281,920	1,047,003	1,052,046	1,373,032	1,204,216
State Sources	35,267,013	36,976,245	38,105,731	39,145,039	40,440,414
Federal Sources	854,789	865,974	2,073,894	1,625,476	825,241
Sales and Other Financing Sources	(2,747)	4,958	9,456	364,730	0
Total Revenues and Other Sources	\$ 40,814,660	\$ 44,733,092	\$ 47,427,431	\$ 50,382,974	\$ 50,728,596
Expenditures and Other Uses:					
District & School Administration	\$ 1,358,492	\$ 1,401,451	\$ 1,442,509	\$ 1,457,524	\$ 1,479,002
District Support Services	1,998,527	1,812,142	1,811,139	1,863,479	1,881,927
Elementary and Secondary Regular Instruction	21,403,469	20,788,760	21,272,358	22,588,389	23,051,501
Vocational Education Instruction	588,219	569,607	584,005	544,745	552,670
Special Education Instruction	9,115,206	9,280,146	9,810,623	10,213,505	10,995,494
Community Education and Services	-	-	-	-	-
Instructional Support Services	2,933,764	2,824,279	2,938,916	3,691,607	3,362,867
Pupil Support Services	4,203,475	3,978,447	3,796,084	4,580,082	4,308,269
Sites & Buildings	3,780,358	3,487,710	4,116,964	4,090,110	3,672,618
Fiscal & Other Fixed-Cost Programs	226,812	372,362	429,456	360,500	360,500
TOTAL EXPENDITURES	\$ 45,608,322	\$ 44,514,904	\$ 46,202,054	\$ 49,389,941	\$ 49,664,848
Surplus or (Deficit) of Revenues and Other Sources Over (Under) Expenditures and Other Uses	\$ (4,793,662)	\$ 218,188	\$ 1,225,377	\$ 993,033	\$ 1,063,748

INDEPENDENT SCHOOL DISTRICT #110
Preliminary General Fund Budget - Operating Fund
Expenditures by Program Detail - Excluding Operating Capital and LTFM
2022-2023 with Comparative Information for years 2018-2019 through 2020-2021

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	Audited Actuals	Audited Actuals	Audited Actuals	Revised Budget	Preliminary Budget
Board of Education	\$ 70,184	\$ 57,961	\$ 77,340	\$ 102,586	\$ 103,216
Office of the Superintendent	309,443	308,151	303,300	291,569	296,944
School Administration	978,865	1,035,339	1,061,869	1,063,369	1,078,842
Total District and School Administration	1,358,492	1,401,451	1,442,509	1,457,524	1,479,002
General Administrative Support	714,413	543,873	529,769	548,004	542,962
Other Administrative Support	178,427	180,083	193,900	180,341	182,598
Administrative Technology Services	345,301	344,254	340,856	341,858	349,071
Business Support Services	760,386	743,932	746,614	793,276	807,296
Total District Support Services	1,998,527	1,812,142	1,811,139	1,863,479	1,881,927
Kindergarten Education	1,200,804	1,267,927	1,668,734	1,462,409	1,500,234
Elementary Education	7,196,192	7,194,048	7,652,076	7,719,565	7,866,720
Title II, Part A	42,844	45,268	43,071	38,548	39,556
Title IV, Part A	-	14,225	15,775	10,000	10,000
Secondary Education	1,186,899	1,120,830	1,251,593	1,415,299	1,248,187
Art	524,314	520,767	479,906	519,179	532,123
Business	84,747	87,716	93,751	95,228	97,676
Title I	71,726	71,778	77,095	66,165	68,070
Assurance of Mastery	48,889	48,856	357	11,051	11,401
Gifted and Talented	63,365	62,416	57,964	57,733	59,209
English Learner	149,197	156,629	172,637	175,719	175,711
Language Arts	1,843,157	1,833,459	1,470,255	1,879,483	2,015,120
Title II, Part B	60,959	53,207	4,557	5,620	5,620
Foreign Language	845,891	869,124	845,555	954,360	980,165
Health, Physical Education and Recreation	1,195,210	1,121,500	1,163,517	1,191,647	1,223,359
Family Living Science	60,265	100,480	105,732	103,877	106,627
Industrial Education	128,291	128,032	129,472	188,472	193,263
Mathematics	1,579,293	1,626,498	1,635,475	1,729,552	1,776,315
Computer Science/Technology Education	107,591	105,536	105,714	20,238	20,370
Music	981,782	875,329	836,433	922,934	947,911
Natural Sciences	1,083,474	992,408	1,011,767	1,130,552	1,161,528
Social Studies	1,062,337	1,074,632	1,179,285	1,238,767	1,271,934
Total Regular Instruction	19,517,227	19,370,665	20,000,721	20,936,398	21,311,099
Extracurricular Activities	1,886,242	1,418,095	1,271,639	1,651,991	1,740,402
Agriculture Education	84,164	93,426	88,830	80,408	82,621
Family and Consumer Science	119,993	92,220	84,691	113,986	116,748
Business and Office Education	107,178	104,418	95,419	93,028	95,206
Trade & Industrial Education	276,884	279,543	315,064	257,323	258,095
Total Career & Technical Education Instruction	588,219	569,607	584,004	544,745	552,670

General Special Education	172	1,157	1,665	5,400	5,000
Speech/Language Impaired	365,840	343,846	538,492	635,057	646,267
Developmental Cognitive Disabilities: Mild-Moderate	592,104	681,926	593,959	673,957	690,169
Developmental Cognitive Disabilities: Moderate-Severe	221,892	269,109	374,027	461,623	470,537
Physically Impaired	76,647	140,517	118,466	129,656	132,850
Deaf/Hard of Hearing	278,835	252,750	194,917	217,517	222,567
Visually Impaired	11,915	14,198	13,240	7,420	7,420
Specific Learning Disability	1,433,477	1,331,131	1,455,994	1,557,389	1,600,153
Emotional/Behavioral Disorder	709,025	851,622	1,047,018	1,031,655	1,286,763
Deaf - Blind	11,362	13,313	13,871	14,121	14,519
Other Health Disabilities	959,235	808,279	733,923	719,066	737,621
Autism Spectrum Disorders	1,644,162	1,762,155	1,696,858	1,783,692	1,828,396
Developmentally Delayed	856,420	1,027,690	1,000,191	1,112,161	1,125,622
Traumatic Brain Injury	16,868	49,621	54,264	49,939	51,051
Severely Multiply Impaired	244,266	225,373	170,923	208,777	213,988
Special Education - Three or More Disabilities	1,435,875	1,261,077	1,536,691	1,417,075	1,768,849
Special Education - ADSIS Programs	257,111	246,382	266,122	189,000	193,722
Total Special Education Instruction	9,115,206	9,280,146	9,810,621	10,213,505	10,995,494
General Instructional Support	720,891	729,972	729,320	771,103	1,009,183
Curriculum Development	678,065	677,984	630,446	721,585	651,973
Library Media Center	455,133	442,253	440,992	577,990	541,065
Instruction-Related Technology	827,821	811,772	995,207	1,330,061	911,180
Staff Development	251,854	162,298	142,952	290,868	249,466
Total Instructional Support Services	2,933,764	2,824,279	2,938,917	3,691,607	3,362,867
Secondary Counseling and Guidance Services	561,208	584,390	634,548	618,852	634,460
Elementary Counseling and Guidance Services	143,483	159,361	160,516	169,671	174,218
School Security & Safety	199,972	94,168	73,738	177,561	180,010
Health Services	361,391	215,404	340,211	728,830	479,467
Pupil Transportation	2,914,884	2,900,967	2,563,787	2,863,168	2,818,114
Other Pupil Support Services	22,537	24,157	23,284	22,000	22,000
Total Pupil Support Services	4,203,475	3,978,447	3,796,084	4,580,082	4,308,269
Operations & Maintenance	3,768,784	3,470,832	3,954,877	3,972,110	3,622,618
Capital Facilities	11,574	16,878	162,087	118,000	50,000
Total Sites, Building & Equipment	3,780,358	3,487,710	4,116,964	4,090,110	3,672,618
Retirement of Nonbonded Obligations	47,934	181,602	124,158	55,000	55,000
Property & Liability Insurance	108,257	128,182	243,338	243,500	243,500
Transfer Between Funds (ECFE)	70,621	62,578	61,960	62,000	62,000
Total Fiscal and Other Fixed Cost Programs	226,812	372,362	429,456	360,500	360,500
Total Expenditures and Other Uses	\$ 45,608,322	\$ 44,514,904	\$ 46,202,054	\$ 49,389,941	\$ 49,664,848

INDEPENDENT SCHOOL DISTRICT #110

Preliminary General Fund Budget - Operating Fund

Revenues and Expenditures by Finance Code - Excluding Operating Capital and LTFM

2022-2023 with Comparative Information for years 2018-2019 through 2020-2021

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	Audited Actuals	Audited Actuals	Audited Actuals	Revised Budget	Preliminary Budget
Revenues and Other Sources:					
Districtwide Revenues	\$ 32,296,403	\$ 35,430,666	\$ 35,784,054	\$ 39,447,475	\$ 40,356,795
Federal Supported Programs	770,175	803,632	2,073,893	1,625,476	825,241
State Supported Programs	2,661,983	2,339,486	2,132,534	2,154,839	2,112,887
Transportation	120,554	127,745	149,433	151,916	130,320
Special Education	4,965,545	5,990,520	7,222,517	7,027,225	7,278,122
Levy Supported Programs	-	41,043	65,000	(23,957)	25,231
Total Revenues and Other Sources	\$ 40,814,660	\$ 44,733,092	\$ 47,427,431	\$ 50,382,974	\$ 50,728,596
Expenditures and Other Uses:					
Districtwide Expenditures	\$ 29,053,561	\$ 28,349,306	\$ 28,601,689	\$ 31,550,658	\$ 31,726,183
Federal Supported Programs	766,343	803,806	2,060,569	1,625,476	1,149,465
State Supported Programs	4,433,299	3,778,643	3,884,274	3,705,123	3,736,344
Transportation	3,166,082	3,058,053	2,610,700	2,846,411	2,917,687
Special Education	8,189,037	8,484,053	9,019,591	9,627,273	10,100,169
Levy Supported Programs	-	41,043	25,231	35,000	35,000
TOTAL EXPENDITURES	\$ 45,608,322	\$ 44,514,904	\$ 46,202,054	\$ 49,389,941	\$ 49,664,848
Surplus or (Deficit) of Revenues and Other Sources					
Over (Under) Expenditures and Other Uses	\$ (4,793,662)	\$ 218,188	\$ 1,225,377	\$ 993,033	\$ 1,063,748

Food Service Fund

Café #110 is the District department that provides meal services and nutrition education services in Waconia Schools. Over 3,000 meals are normally served each day. With the exception of Guest/Adult pricing, lunch prices for FY 2022-2023 will remain unchanged. Guest/Adult pricing is based on a mandated pricing per the MN Department of Education and that information is not available at time of print.

Lunch prices are as follows:

2022-2023 - Elementary - \$2.85; Middle - \$3.00 Secondary \$3.15; Guest/Adult \$4.00

All revenues and expenses associated with the program must be accounted for in a separate fund. By law, these revenues can only be spent to provide school lunches and pay certain closely related expenses.

Revenues consist of:

Breakfast sales to students and adults

Lunch sales to students and adults

Ala-Carte sales to students and adults

Federal aid provided on each meal served

State aid provided on each meal served

Federal subsidies for food served to students from families with low incomes

Catering sales to groups using the schools

Expenses consist primarily of food, supplies, equipment, and labor costs.

The District continues to make improvements with farm to school initiatives which include edible classroom, staff training, and local purchasing including over 30 varieties of produce, honey, maple syrup, and eggs. The district writes grants every year for different opportunities. Most recently it was awarded a grant to purchase bulk milk dispensers in the 2019-2020 school year to move away from carton milk and give students an opportunity to take as much milk as they would like. That program worked very well and we are very pleased with the results. The District was awarded a large grant to add an additional freezer at the High School site in the summer of 2020. Increased staff training will also be provided to all food service staff. The COVID-19 pandemic is projected to have a significant one-time negative impact on the Food Service fund balance for the 2019-2020 school year. By contrast, a decision by the federal government to allow school districts to feed more students than we have usually provided due to the COVID-19 pandemic has resulted in increased revenues and expenditures in both the 2020-2021 and 2021-2022 school years.

Waconia's Food Service fund balance is out of compliance with U.S. Department of Agriculture 7 CFR 210.14 and 210.09. Per these regulations, the district must reduce excess funds. Some of this reduction is reflected in the 2021-2022 budget for capital expenditures. The district should anticipate an additional reduction during the 2022-2023 school year.

INDEPENDENT SCHOOL DISTRICT #110

Food Service Fund Preliminary Budget

Board Approval Date - March 28, 2022

2022-2023 with Comparative Information for years 2018-2019 through 2020-2021



	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	Audited Actuals	Audited Actuals	Audited Actuals	Revised Budget	Preliminary Budget
FUND BALANCE, JUNE 30	\$ 790,374	\$ 775,274	\$ 585,054	\$ 1,520,909	\$ 1,558,785
REVENUES:					
Local Sources	\$ 16,140	\$ 11,880	\$ 778	\$ 1,000	\$ 1,000
State Sources	121,380	91,702	64,322	32,500	115,500
Federal Sources	572,397	783,281	2,919,172	3,009,000	571,000
Local Sales and Reimbursements	1,691,919	1,241,240	146,969	190,000	1,682,750
TOTAL REVENUES	\$ 2,401,836	\$ 2,128,103	\$ 3,131,241	\$ 3,232,500	\$ 2,370,250
EXPENDITURES:					
Salaries and Wages	\$ 816,978	\$ 864,298	\$ 771,120	\$ 836,271	\$ 853,069
Employee Benefits	385,176	429,565	433,541	440,353	442,822
Purchased Services	162,713	131,202	88,581	117,500	117,500
Supplies and Materials	1,015,888	859,561	788,903	1,265,500	1,051,500
Capital Expenditures	32,408	26,657	112,940	532,500	25,000
Other Expenditures	3,773	7,040	301	2,500	2,500
TOTAL EXPENDITURES	\$ 2,416,936	\$ 2,318,323	\$ 2,195,386	\$ 3,194,624	\$ 2,492,391
SURPLUS OR (DEFICIT)	\$ (15,100)	\$ (190,220)	\$ 935,855	\$ 37,876	\$ (122,141)
FUND BALANCE, JUNE 30	\$ 775,274	\$ 585,054	\$ 1,520,909	\$ 1,558,785	\$ 1,436,644

Community Service Fund

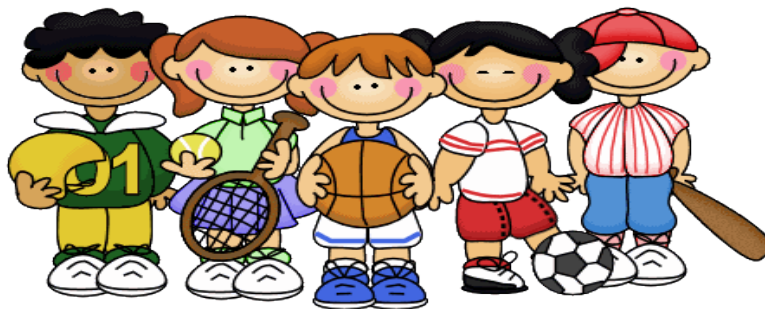
Community Education programs provide school district residents with the opportunity to use educational facilities and programs during non-school hours. Community Education programs are also available to K-12 students during the summer. Major programs include Kids Company, Youth Recreation, Wildcat Preschool, Early Childhood Family Education, and Youth and Family Enrichment.

The Community Education Department also schedules the use of the district's facilities outside of school hours, including athletic facilities.

The COVID-19 pandemic impacted the Community Service Fund severely and resulted in the reduction of staff and programs for both the 2019-2020 and the 2020-2021 school years. A return to pre-COVID levels of revenues and expenditures had begun to occur in these programs for the 2021-2022 school year and is expected to continue for 2022-2023 school year.

Fiscal Year 2022-2023 revenue is budgeted at \$3,158,933 and expenditures are budgeted at \$2,985,126.

INDEPENDENT SCHOOL DISTRICT #110
Community Education Fund Preliminary Budget
Board Approval Date - March 28, 2022
2022-2023 with Comparative Information for years 2018-2019 through 2020-2021



	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	Audited Actuals	Audited Actuals	Audited Actuals	Revised Budget	Preliminary Budget
TOTAL FUND BALANCE, JUNE 30	\$ 580,795	\$ 602,832	\$ 394,769	\$ 395,717	\$ 599,479
REVENUES:					
Local Sources	\$ 2,838,230	\$ 2,265,793	\$ 2,176,919	\$ 2,647,369	\$ 2,674,268
State Sources	402,880	406,078	433,146	430,958	422,665
Federal Sources	-	-	85,230	-	-
Local Sales and Reimbursements	1,004	-	-	-	-
Other Financing Sources	70,621	62,578	62,353	62,000	62,000
TOTAL REVENUES	\$ 3,312,735	\$ 2,734,449	\$ 2,757,648	\$ 3,140,327	\$ 3,158,933
EXPENDITURES:					
Salaries and Wages	\$ 1,795,776	\$ 1,735,695	\$ 1,639,172	\$ 1,684,858	\$ 1,729,506
Employee Benefits	576,333	570,467	536,868	550,219	561,432
Purchased Services	642,026	452,753	412,419	432,125	432,125
Supplies and Materials	269,229	176,781	145,407	224,373	218,873
Capital Expenditures	4,087	3,672	19,339	40,690	38,690
Other Expenditures	3,247	3,144	3,495	4,300	4,500
TOTAL EXPENDITURES	\$ 3,290,698	\$ 2,942,512	\$ 2,756,700	\$ 2,936,565	\$ 2,985,126
SURPLUS OR (DEFICIT)	\$ 22,037	\$ (208,063)	\$ 948	\$ 203,762	\$ 173,807
FUND BALANCE, JUNE 30	\$ 602,832	\$ 394,769	\$ 395,717	\$ 599,479	\$ 773,286

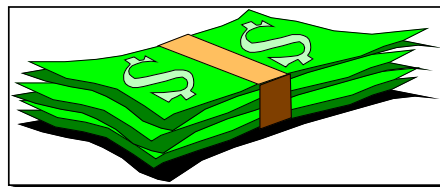
Debt Service Fund

The debt service fund is designated to account for revenues and expenditures associated with redemption of bonds issued by the school district. These bonds were issued to finance the acquisition, improvement and equipping of the district's buildings. By state law, debt service revenues and expenditures must be maintained in a separate fund.

Revenue consists of local taxes levied to pay the obligations, plus interest earnings on the balance in the fund. Expenses consist of principal and interest on bonds, plus a small amount for bank fees, service fees, and etc.

The debt service fund budget for FY 2022-2023 shows revenue of \$9,704,648 and expenses of \$9,527,369. The fund balance is projected to be \$1,835,873 on June 30, 2023. The schedule of bond payments and maturities is included below.

INDEPENDENT SCHOOL DISTRICT #110
Debt Service Fund Preliminary Budget
Board Approval Date - March 28, 2022
2022-2023 with Comparative Information for years 2018-2019 through 2020-2021



	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	Audited Actuals	Audited Actuals	Audited Actuals	Revised Budget	Preliminary Budget
FUND BALANCE, JUNE 30	\$ 1,976,208	\$ 1,477,124	\$ 1,182,969	\$ 1,492,366	\$ 1,658,594
REVENUES:					
Local Sources	\$ 7,106,470	\$ 8,341,311	\$ 8,665,597	\$ 9,133,582	\$ 9,231,875
State Sources	492,268	626,057	724,600	437,265	472,773
Sale of Bonds	-	-	-	-	-
Other Financing Sources	7,496,592	(48)	73,956	-	-
TOTAL REVENUES	\$ 15,095,330	\$ 8,967,320	\$ 9,464,153	\$ 9,570,847	\$ 9,704,648
EXPENDITURES:					
Debt Service Expenditures	\$ 8,354,414	\$ 9,261,475	\$ 9,154,756	\$ 9,404,619	\$ 9,527,369
Other Financing Uses	7,240,000	-	-	-	-
TOTAL EXPENDITURES	\$ 15,594,414	\$ 9,261,475	\$ 9,154,756	\$ 9,404,619	\$ 9,527,369
SURPLUS OR (DEFICIT)	\$ (499,084)	\$ (294,155)	\$ 309,397	\$ 166,228	\$ 177,279
FUND BALANCE, JUNE 30	\$ 1,477,124	\$ 1,182,969	\$ 1,492,366	\$ 1,658,594	\$ 1,835,873

Trust Fund

The Trust Fund is used to record the revenues and expenditures for trust agreements where the school board has accepted the responsibility to serve as trustee. The property in the trust agreement typically comes to the district by gift. For example, a community member may create a scholarship trust to be awarded to an outstanding student every year or the local parent group may establish a trust to purchase computer equipment. Trust funds are composed of two types: expendable and nonexpendable. Expendable trust funds are used where both principal and earnings may be spent. Nonexpendable trust funds are used to account for trusts which require that only earnings and not principal be spent.

The trust fund budget for FY 2022-2023 shows revenue of \$9,500 and expenses of \$9,500. The fund balance is projected to be \$29,100 on June 30, 2023.

INDEPENDENT SCHOOL DISTRICT #110
Trust Fund Preliminary Budget
Board Approval Date - March 28, 2022
2022-2023 with Comparative Information for years 2018-2019 through 2020-2021



	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	Audited Actuals	Audited Actuals	Audited Actuals	Revised Budget	Preliminary Budget
FUND BALANCE, JUNE 30	\$ 103,605	\$ 115,015	\$ 110,194	\$ 27,100	\$ 29,100
REVENUES					
Local Sources:	\$ 26,982	\$ 9,873	\$ 9,049	\$ 11,500	\$ 9,500
TOTAL REVENUES	\$ 26,982	\$ 9,873	\$ 9,049	\$ 11,500	\$ 9,500
EXPENDITURES					
Scholarships	\$ 15,572	\$ 14,694	\$ 92,143	\$ 9,500	\$ 9,500
TOTAL EXPENDITURES	\$ 15,572	\$ 14,694	\$ 92,143	\$ 9,500	\$ 9,500
PROJECTED SURPLUS OR (DEFICIT)	\$ 11,410	\$ (4,821)	\$ (83,094)	\$ 2,000	\$ -
PROJECTED FUND BALANCE, JUNE 30	\$ 115,015	\$ 110,194	\$ 27,100	\$ 29,100	\$ 29,100

Internal Service Fund

An internal service fund is used to account for the financing of goods or services provided by one department to another within the school district or to other governmental units on a cost-reimbursement basis. School districts are not required to use internal service funds. The most common use of an internal service fund by school districts is for self-insurance programs.

The Internal Service Fund is used to collect premiums and to pay invoices for the District's self-insured dental plan.

The internal service fund budget for FY 2022-2023 shows revenue of \$447,500 and expenses of \$423,500. The fund balance is projected to be \$270,049 on June 30, 2023.

INDEPENDENT SCHOOL DISTRICT #110
Dental Benefits Internal Service Fund Preliminary Budget
Board Approval Date - March 28, 2022
2022-2023 with Comparative Information for years 2018-2019 through 2020-2021



	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	Audited Actuals	Audited Actuals	Audited Actuals	Revised Budget	Preliminary Budget
FUND BALANCE, JUNE 30	\$ 346,554	\$ 287,104	\$ 292,030	\$ 242,049	\$ 246,049
REVENUES					
Local Sources:	\$ 374,880	\$ 391,593	\$ 370,835	\$ 427,500	\$ 447,500
TOTAL REVENUES	\$ 374,880	\$ 391,593	\$ 370,835	\$ 427,500	\$ 447,500
EXPENDITURES					
Dental Claims Paid	\$ 434,330	\$ 386,667	\$ 420,816	\$ 423,500	\$ 423,500
TOTAL EXPENDITURES	\$ 434,330	\$ 386,667	\$ 420,816	\$ 423,500	\$ 423,500
PROJECTED SURPLUS OR (DEFICIT)	\$ (59,450)	\$ 4,926	\$ (49,981)	\$ 4,000	\$ 24,000
PROJECTED FUND BALANCE, JUNE 30	\$ 287,104	\$ 292,030	\$ 242,049	\$ 246,049	\$ 270,049

OPEB Irrevocable Trust Fund

This trust fund is used for reporting resources set aside and held in an irrevocable trust arrangement for post-employment benefits. District contributions to this fund must be expensed to an operating fund.

INDEPENDENT SCHOOL DISTRICT #110
OPEB Irrevocable Trust Fund Preliminary Budget
Board Approval Date - March 28, 2022
2022-2023 with Comparative Information for years 2018-2019 through 2020-2021



	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	Audited Actuals	Audited Actuals	Audited Actuals	Revised Budget	Preliminary Budget
FUND BALANCE, JUNE 30	\$ 2,339,148	\$ 2,139,334	\$ 1,987,554	\$ 1,751,701	\$ 1,596,701
REVENUES					
Investment Income: (Net of Fees)	\$ 43,787	\$ 79,834	\$ 55,323	\$ 75,000	\$ 75,000
TOTAL REVENUES	\$ 43,787	\$ 79,834	\$ 55,323	\$ 75,000	\$ 75,000
EXPENDITURES					
Employee Insurances	\$ 243,601	\$ 231,614	\$ 291,176	\$ 230,000	\$ 230,000
TOTAL EXPENDITURES	\$ 243,601	\$ 231,614	\$ 291,176	\$ 230,000	\$ 230,000
PROJECTED SURPLUS OR (DEFICIT)	\$ (199,814)	\$ (151,780)	\$ (235,853)	\$ (155,000)	\$ (155,000)
PROJECTED FUND BALANCE, JUNE 30	\$ 2,139,334	\$ 1,987,554	\$ 1,751,701	\$ 1,596,701	\$ 1,441,701

7.B. SWMetro Pay23 Safe Schools Levy Resolution
(ROLL CALL VOTE)

EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
SCHOOL DISTRICT # ____
(City)
STATE OF MINNESOTA

Pursuant to due call and notice thereof, School Board meeting of School District No. _____, State of Minnesota, was held on _____, at _____ pm, for the purpose, in part, of approving the SW Metro Intermediate School District No. 288's Safe School Program and authorizing the inclusion of a proportionate share of Intermediate School District's Safe School Program in the district's application for Safe Schools Revenue.

Director _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING SW METRO INTERMEDIATE SCHOOL DISTRICT
NO. 288'S SAFE SCHOOL PROGRAM AND AUTHORIZING THE INCLUSION OF
A PROPORTIONATE SHARE OF THIS PROGRAM IN THE DISTRICT'S
APPLICATION FOR SAFE SCHOOL REVENUE

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

1. The School Board of SW Metro Intermediate School District No. 288 has approved a Safe School program for the Fiscal Year 2024 in the amount of \$224,400.00. The various components of the program budget are attached as Exhibit A hereto and are incorporated herein by reference. Said budget is hereby approved (Exhibit A)
2. The proportionate share of the cost of the intermediate school district's Safe School program for each member school district to be included in its application shall be determined by multiplying the total cost of the intermediate school district Safe school program times a percentage that weighs the two components of each member district's portion of the total Special Education Tuition billing and Vocational billing. The Safe school costs shall be funded through annual levy. The inclusion of this proportionate share in the district's Safe School revenue application for the fiscal year 2024 is hereby approved, subject to approval by the Commissioner of Education.
3. Upon receipt of the proportionate share of Safe School revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.

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

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA

I, the undersigned, being the duly qualified and acting Clerk of School District No. _____. State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of School District No. _____, held on the date therein indicated, with the original of said minutes on file in my office, and the same is a FULL, TRUE AND COMPLETE TRANSCRIPT INSOFAR AS THE SAME RELATES TO THE APPROVAL OF SW Metro Intermediate School District's Safe School Program in the district's application for Safe School revenue.

WITNESS MY HAND officially as such Clerk this ____ day of _____, 2022

Clerk

School District No. _____

7.C. SWMetro Pay23 LTFM Levy Resolution **(Roll Call
Vote)**

EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
SCHOOL DISTRICT # ____
(City)
STATE OF MINNESOTA

Pursuant to due call and notice thereof, School Board meeting of School District No. ____, State of Minnesota, was held on _____, at _____ pm, for the purpose, in part, of approving the SW Metro Intermediate School District No. 288's Long-Term Facility maintenance budget and authorizing the inclusion of a proportionate share of Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance.

Director _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING SW METRO INTERMEDIATE SCHOOL DISTRICT
NO. 288'S LONG-TERM FACILITY MAINTENANCE PROGRAM BUDGET AND
AUTHORIZING THE INCLUSION OF A PROPORTIONATE SHARE OF THOSE
PROJECTS IN THE DISTRICT'S APPLICATION FOR LONG-TERM FACILITY
MAINTENANCE REVENUE

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

1. The School Board of SW Metro Intermediate School District No. 288 has approved a long-term facility maintenance program budget for its facilities for the Fiscal Year 2024 in the amount of **\$102,065**. The various components of the program budget are attached as Exhibit A hereto and are incorporated herein by reference. Said budget is hereby approved (Exhibit A)
2. Minnesota Statutes, Section 123B.53, Subdivision 1, as amended, provides that if an intermediate school district's long-term facility maintenance budget is approved by the school boards of each of the intermediate school district's member school districts, each member district may include its proportionate share of the costs of the intermediate school district programing its long-term facility maintenance revenue application.
3. The proportionate share of the cost of the intermediate school district's long-term facility maintenance program for each member school district to be included in its application shall be determined by multiplying the total cost of the intermediate school district long-term facility maintenance program times a percentage that weighs the two components of each member district's portion of the total Special Education Tuition billing and Vocational billing. The long-term facility maintenance costs shall be funded through annual levy instead of issuing bonds. The inclusion of this proportionate share in the district's long-term facility maintenance revenue

application for the fiscal year 2024 is hereby approved, subject to approval by the Commissioner of Education.

4. Upon receipt of the proportionate share of long-term facility maintenance revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.

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

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA

I, the undersigned, being the duly qualified and acting Clerk of School District No. _____. State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of School District No. _____, held on the date therein indicated, with the original of said minutes on file in my office, and the same is a FULL, TRUE AND COMPLETE TRANSCRIPT INsofar AS THE SAME RELATES TO THE APPROVAL OF SW Metro Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance revenue.

WITNESS MY HAND officially as such Clerk this ____ day of _____, 2022

Clerk

School District No. _____




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

Long-Term Facility Maintenance Ten-Year Expenditure Ap

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes, section 123B.595, subdivision 10. Enter by Uniform Financial and Accounting Reporting Sta

District Info.	Enter Information	District Info.	Enter Information
District Name:	SouthWest Metro Intermediate	Date:	5/19/2022
District Number:	0288-06	Email:	bfell@swmetro.k12.mn.us
District Contact Name:	Brian Fell		
Contact Phone #	952-567-8103		

Expenditure Categories		Fiscal Year			
		2022 (base year)	2023	2024	2025
Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.					
Finance Code	Category (1)				
347	Physical Hazards	\$0	\$0	\$0	\$0
349	Other Hazardous Materials	\$0	\$2,352	\$2,400	\$2,440
352	Environmental Health and Safety Management	\$0	\$0	\$0	\$0
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$1,106	\$1,200	\$1,220
366	Indoor Air Quality	\$0	\$0	\$0	\$0
Total Health and Safety Capital Projects		\$0	\$3,458	\$3,600	\$3,660
Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year					
Finance Code	Category (2)				
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$0	\$0	\$0
Total Health and Safety Capital Projects \$100,000 or More		\$0	\$0	\$0	\$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151					
Finance Code	Category (3)				
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	\$0	\$0	\$0	\$0
Total Remodeling for Approved Voluntary Pre-K Projects		\$0	\$0	\$0	\$0
Accessibility					
Finance Code	Category (4)				
367	Accessibility	\$0	\$0	\$0	\$0
Total Accessibility Projects		\$0	\$0	\$0	\$0
Deferred Capital Expenditures and Maintenance Projects					
Finance Code	Category (5)				
368	Building Envelope	\$0	\$30,600	\$0	\$5,000
369	Building Hardware and Equipment	\$0	\$241,000	\$0	\$20,000
370	Electrical	\$0	\$0	\$0	\$0
379	Interior Surfaces	\$0	\$39,000	\$200,000	\$40,000
380	Mechanical Systems	\$0	\$140,311	\$35,355	\$20,000
381	Plumbing	\$0	\$488	\$0	\$0
382	Professional Services and Salary	\$0	\$0	\$0	\$0
383	Roof Systems	\$0	\$983	\$0	\$80,000
384	Site Projects	\$0	\$0	\$0	\$0
Total Deferred Capital Expense and Maintenance		\$0	\$452,382	\$235,355	\$85,000
Total Annual 10-Year Plan Expenditures		\$0	\$455,840	\$238,955	\$88,630

		Division of School Finance 1500 Highway 36 West Roseville, MN 55113-4266		Application (LTFM) - Fund 01 and Fund 06 Projects Only				ED - 02478-07	
Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota standards (UFARS) finance code and by fiscal year in the cells provided.									
District Info.		Enter Information							
District Name:		SouthWest Metro Intermediate							
District Number:		0288-06							
District Contact Name:		Brian Fell							
Contact Phone #		952-567-8103							
Expenditure Categories		r (FY) Ending June 30							
		2026	2027	2028	2029	2030	2031		
Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.									
Finance Code		Category (1)							
347	Physical Hazards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
349	Other Hazardous Materials	\$2,460	\$2,480	\$2,500	\$2,520	\$2,540	\$2,560	\$2,580	\$2,600
352	Environmental Health and Safety Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$1,230	\$1,240	\$1,250	\$1,260	\$1,270	\$1,280	\$1,290	\$1,300
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Health and Safety Capital Projects		\$3,690	\$3,720	\$3,750	\$3,780	\$3,810	\$3,840	\$3,870	\$3,900
Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year									
Finance Code		Category (2)							
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Health and Safety Capital Projects \$100,000 or More		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151									
Finance Code		Category (3)							
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Remodeling for Approved Voluntary Pre-K Projects		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accessibility									
Finance Code		Category (4)							
367	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Accessibility Projects		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Capital Expenditures and Maintenance Projects									
Finance Code		Category (5)							
368	Building Envelope	\$5,000	\$10,000	\$10,000	\$10,000	\$20,000	\$20,000	\$20,000	\$20,000
369	Building Hardware and Equipment	\$5,000	\$10,000	\$10,000	\$10,000	\$200,000	\$100,000	\$100,000	\$100,000
370	Electrical	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
379	Interior Surfaces	\$5,000	\$10,000	\$10,000	\$10,000	\$40,000	\$10,000	\$10,000	\$10,000
380	Mechanical Systems	\$5,000	\$10,000	\$10,000	\$10,000	\$0	\$0	\$0	\$0
381	Plumbing	\$2,000	\$2,000	\$2,000	\$2,500	\$5,000	\$5,000	\$5,000	\$5,000
382	Professional Services and Salary	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
383	Roof Systems	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
384	Site Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Deferred Capital Expense and Maintenance		\$102,000	\$42,000	\$42,000	\$42,500	\$265,000	\$185,000	\$185,000	\$185,000
Total Annual 10-Year Plan Expenditures		\$105,690	\$45,720	\$45,750	\$46,280	\$268,810	\$188,840	\$188,840	\$188,840

7.D. Resolution Authorizing and Approving the Execution and Delivery of a Master Lease Purchase Agreement; and Approving the Execution and Delivery of Schedule No. 1 to the Master Lease Purchase Agreement **(ROLL CALL VOTE)**



**Waconia School District 110
Schedule No. 1 to
Master Lease Purchase Agreement dated July 5 2022**

Closing Index

#	Document	Required to Ship	Required to Close
1.	Master Lease Purchase Agreement.....	Yes.....	Yes
2.	Ex. A - Equipment and Lease Payment Schedule.....	Yes.....	Yes
3.	Ex. B - Acceptance Certificate		Yes
4.	Ex. C - Board Resolution or Meeting Minutes	Yes.....	Yes
5.	Ex. D - Bank Qualified Designation (pertains to 8038-G)		Yes
6.	IRS Form 8038-G or 8038-GC.....		Yes
7.	Ex. E - Insurance Coverage Requirements (informational)		n/a
8.	Insurance Certificate evidencing coverage		Yes
9.	Ex. F - Incumbency Certificate.....	Yes.....	Yes
10.	Advance Payment invoice – please forward to your accounts payable department upon board approval of this lease.		

Please call Gina Victor at (480) 419-3914 with any questions.

Original Closing Documents

1. Once documents are signed, please first provide scanned copies of the above items to GVictor@bankunited.com
2. Then mail the originals to

**Apple Financial Services
Attention: Gina Victor
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255**



Master Lease Purchase Agreement

This Master Lease Purchase Agreement dated as of July 5 2022 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Waconia School District 110 ("Lessee").

1. MASTER LEASE; SCHEDULES. Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

2. INVOICE PAYMENT OR REIMBURSEMENT. With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate; (h) a Bank Qualification Designation; (i) Lease Payment Instructions; (j) Insurance Coverage Requirements; (k) an opinion of Lessee's counsel; and (l) such other documents, items, or information reasonably required by Lessor. Lessor shall provide each such document to Lessee in a form and substance satisfactory to Lessor.

3. ESCROW AGREEMENT. Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

4. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

5. LEASE PAYMENTS. Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is

provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. ***Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.***

6. NON-APPROPRIATION OF FUNDS. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be

granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

14. LOSS OR DAMAGE. Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall

immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

15. INSURANCE. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

16. DEFAULT. Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

17. REMEDIES. Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on

any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

19. RETURN OF EQUIPMENT. In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

20. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

21. ASSIGNMENT. Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

22. ADDITIONAL PAYMENTS. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

23. RELEASE AND INDEMNIFICATION. To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the

ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

24. MISCELLANEOUS. Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

25. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

26. ELECTRONIC SIGNATURES. Notwithstanding anything to the contrary in this Master Lease and with the exception of the IRS Form 8038-G / 8038-GC which Lessee must execute using an original, manual signature, Lessee and Lessor both intend that this Master Lease and any Schedule, Acceptance Certificate, Escrow Agreement or any other related document or certificate (each a "Document") containing the electronic signature of the Lessee and/or Lessor using the procedure or method for electronic signatures that Lessor provided to Lessee ("Electronic Signature") or when manually countersigned or attached to Lessor's original signature counterpart and/or in Lessor's possession shall constitute the sole original authenticated Document for all purposes (including without limitation the perfection of security interests and admissibility of evidence). Lessee and Lessor acknowledge that any such Electronic Signatures will be applied by the duly authorized representative of the respective party with the intent to sign, authenticate and accept the Documents on behalf of such party.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: APPLE INC.

LESSEE: WACONIA SCHOOL DISTRICT 110
512 Industrial Blvd
Waconia, MN 55387

BY: _____

BY: _____

TITLE: _____

TITLE: _____

FED TAX ID#: _____

EXHIBIT A

Schedule No. 1 Dated July 5 2022 to Master Lease Purchase Agreement Dated July 5 2022

This Schedule No. 1 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated July 5 2022 ("Master Lease"), and is effective as of July 5 2022. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT INFORMATION	
<i>Computer Hardware--See attached Exhibit 1.</i>	

LEASE PAYMENT SCHEDULE						
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	7/5/2022					\$109,875.00
1	7/5/2022	\$36,625.00	\$0.00	\$36,625.00		\$73,250.00
2	7/5/2023	\$36,625.00	\$0.00	\$36,625.00	\$37,357.50	\$36,625.00
3	7/5/2024	\$36,625.00	\$0.00	\$36,625.00	\$0.00	\$0.00
Totals:		\$109,875.00	\$0.00	\$109,875.00	Rate 0.0000%	

Lessee acknowledges that the discounted purchase price for the Lease is \$105,456.55 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 4.2500% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: July 5 2022

LESSOR: **APPLE INC.**

LESSEE: **WACONIA SCHOOL DISTRICT 110**

SIGNATURE: X _____

SIGNATURE: X _____

NAME / TITLE: X _____

NAME / TITLE: X _____

DATE: X _____

DATE: X _____

LESSEE BILLING INSTRUCTIONS:	PERSON/DEPT.: _____
PO BOX/STREET: _____	TITLE: _____
	PHONE #: _____
CITY, ST ZIP: _____	EMAIL: _____

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 1
under Master Lease Purchase Agreement dated July 5 2022

Row #	Details & Comments	Qty
1	<p>13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 256GB - Space Gray (Packaged in a 5-pack) Part Number: MGNG3LL/A</p> <p>Configuration:</p> <ul style="list-style-type: none"> • 065-C99J Apple M1 chip with 8-core CPU, 7-core GPU and 16-core Neural Engine • 065-C99M 8GB unified memory • 065-C99Q 256GB SSD storage • 065-C9CK Touch ID • 065-C9CJ Two Thunderbolt / USB 4 ports • 065-C9CH Force Touch trackpad • 065-C9CL Retina display with True Tone • 065-C171 None • 065-C172 None • 065-C9DG Backlit Magic Keyboard - US English • 065-C9DN Accessory Kit 	125

The above Equipment includes all attachments and accessories attached thereto and made a part thereof.

EXHIBIT B

ACCEPTANCE CERTIFICATE

Re: Schedule No. 1, dated July 5 2022, (the "Schedule") to Master Lease Purchase Agreement, dated as of July 5 2022, between Apple Inc., as Lessor, and Waconia School District 110, as Lessee.

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. THIS ACCEPTANCE CERTIFICATE DOES NOT AFFECT LESSEE'S RIGHTS UNDER THE PURCHASE ORDER OR PRODUCT WARRANTY.

Payee Name: _____

<u>Description or Invoice #</u>	<u>\$ Amount</u>
---------------------------------	------------------

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered to Lessee or its service provider, which may include a third party integrator, and is accepted by Lessee on the date hereof.
- (2) Lessee has verified, or caused its service provider to verify, the contents of the Equipment delivered and hereby acknowledges that it accepts the Equipment described above for the purpose of commencing the Lease.
- (3) Upon partial acceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of Lessee until the remaining Equipment has been accepted. The internal escrow account will be provided free of charge with the understanding that any interest earned shall be retained by Lessor in consideration of managing the internal escrow account. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.
- (4) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (5) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)

LESSEE: **Waconia School District 110**

Signature: X _____

Printed Name/Title: X _____

Date: X _____

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

LESSEE: **Waconia School District 110**

Signature: X _____

Printed Name/Title: X _____

Date: X _____

PLEASE RETURN PAYMENT REQUEST TO:
 APPLE INC. ~ 8377 East Hartford Drive, Suite 115 ~ Scottsdale, AZ 85255

EXHIBIT C

RESOLUTION NO. _____ OF Waconia School District 110
 AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY
 OF A MASTER LEASE PURCHASE AGREEMENT;
 AND APPROVING THE EXECUTION AND DELIVERY OF
 SCHEDULE NO. 1 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Waconia School District 110 (the "School District"), is authorized by the laws of the Minnesota (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 1 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE [GOVERNING BODY] AS FOLLOWS:

Section 1. The School District hereby authorizes and approves the execution and delivery of the Master Lease;

Section 2. The School District hereby authorizes and approves the execution and delivery of Schedule No. 1 to the Master Lease in an amount not to exceed \$_____ for the purpose of financing the costs of the acquisition and installation of the Project;
109,075.00

Section 3. The persons of the School District listed below (each an "Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title
<i>Pat Devine</i>	<i>Superintendent</i>
<i>Jeff Jeske</i>	<i>Director of Technology</i>

Section 4. The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

Section 5. The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

Section 6. All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE [GOVERNING BODY] ON [DATE OF RESOLUTION].

 Signatory

Attest: _____

District Clerk

EXHIBIT D

BANK QUALIFIED DESIGNATION

Schedule No. 1 to Master Lease Purchase Agreement Dated July 5 2022

Lessee hereby represents and certifies the following (please check one):

Bank Qualified [if Bank Qualified, also check the box on Line 39 of IRS Form 8038-G]

- Check this box if this Lease is designated as a “small issuer exception” under section 265(b)(3)(B)(i)(III). [Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the July 5 2022 calendar year will not exceed \$10,000,000.]

Non-Bank Qualified [if Non-Bank Qualified, do not check the box on Line 39 of IRS Form 8038-G]

- Check this box if Lessee has not designated this Lease as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE: **Waconia School District 110**

Signature: **X** _____

Printed Name/Title: **X** _____

Date: **X** _____

Instructions for 8038-G:

Updated for use with September, 2018 form

The below described lines need to be completed by the Lessee:

Line 2:

Enter the EIN number of the Issuer (Lessee)

An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at www.irs.gov. You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 10a and 10b:

Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information

If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.

Line 39:

Bank Qualified Designation

Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2022 will not exceed \$10,000,000.]

Lines 41a-41d and 42:

Hedges

If the issuer (Lessee) has identified a hedge, this section must be completed.

Line 43:

Written procedures regarding Remediation of Non-Qualified Bonds

Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).

Line 44:

Written procedures to monitor Section 148 of the Code

Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).

Lines 45a and 45b:

Reimbursement

If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]

Signature and Consent:

Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)
► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Waconia School District 110		2 Issuer's employer identification number (EIN) 41-6000476	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 512 Industrial Boulevard	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Waconia, MN 55387		7 Date of issue July 5, 2022	
8 Name of issue Schedule No. 1 dated 7/5/2022 to Master Lease Purchase Agreement dated 7/5/2022		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.				
11 Education		11	\$105,456	55
12 Health and hospital		12		
13 Transportation		13		
14 Public safety		14		
15 Environment (including sewage bonds)		15		
16 Housing		16		
17 Utilities		17		
18 Other. Describe ►		18		
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>				
b If bonds are BANs, check only box 19b <input type="checkbox"/>				
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>				

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	7/5/2024	\$ 105,456.55	\$ n/a	2.0 years	4.2500 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) n/a					
22	Proceeds used for accrued interest				22
23	Issue price of entire issue (enter amount from line 21, column (b))				23
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28			
29	Total (add lines 24 through 28)	29			
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30			

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. n/a	
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded <input type="checkbox"/> years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded <input type="checkbox"/> years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) <input type="checkbox"/>
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative	_____ Date	▶ _____ Type or print name and title
--	---------------	---

Paid Preparer Use Only

Print/Type preparer's name Michael Krahenbuhl	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN PO1850365
Firm's name ▶ Pinnacle Public Finance			Firm's EIN ▶ 27-3119149	
Firm's address ▶ 8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255			Phone no. 480-419-4800	

EXHIBIT E

Please forward this document to your insurance provider

INSURANCE COVERAGE REQUIREMENTS

Waconia School District 110

- 1) Property Damage & Loss Coverage -
 - a) "All Risk" Physical Damage & Loss Insurance
 - b) Include: Policy Number, Effective Date and Expiration Date
 - c) **APPLE INC. and its Assigns** named "Loss Payee"
 - d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

- 2) The Certificate Holder should be named as follows:

APPLE INC. and its assigns
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

FOR SELF INSURANCE:

Self-insurance is only permitted **with Lessor's prior written consent.** If Lessee intends to self-insure for the policies described above, Lessee should contact Lessor immediately to discuss its self-insurance program. If Lessor consents to Lessee's self-insurance program, Lessee agrees to provide a letter on Lessee's letterhead, addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Schedule under the Master Lease, briefly describe the program, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

EXHIBIT F

INCUMBENCY CERTIFICATE

Schedule No. 1 to Master Lease Purchase Agreement dated July 5 2022

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: **Waconia School District 110**

Signature: **X** _____

Printed Name/Title: **X** _____

Date: **X** _____

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)



Financial Services
Education Finance

Lessee: Waconia School District 110

Attention: Accounts Payable

Invoice Number: First Payment / 103435
Invoice Due Date: 7/5/2022
Amount Due: \$36,625.00

Equipment Descriptor Apple Computer Equipment

Customer Reference Number: MLA# 1344-1-103435

Payment Number	Amount Due
1	\$36,625.00

Remit to:

Apple Financial Services
P.O. Box 028549
Miami, FL 33102-8549

Keep top portion for your records

Please detach bottom portion and return with your payment.

Apple Financial Services

Remit to:

Apple Financial Services
P.O. Box 028549
Miami, FL 33102-8549

Invoice Number: First Payment / 103435
Due Date: 7/5/2022
Amount Due: \$36,625.00

8. **DISCUSSION ITEMS**

8.A. 2021-2022 Curriculum and Program
Recommendations

K-5 Science Education

Curriculum and Program Recommendations

Prepared for: Teaching and Learning Advisory Council and the Board of Education

Background:

The Minnesota Department of Education has adopted new standards based on the Next Generation Science Standards (NGSS). The NGSS reflect the latest research in science and are designed to promote the interpretation of data, critical thinking, and problem-solving. A key feature of instruction related to the new standards is a concept called phenomena-based learning. This approach encourages students to observe events in the natural and the built world and explore why they might occur. Phenomena-based learning is an approach that moves students from "learning about" to "figuring it out."

Teaching and Learning Council Input and Feedback:

On March 14, 2022, Sarah Klitzke, Elementary Teaching and Learning manager provided an update to the Teaching and Learning Advisory Council. Table groups were formed to gather feedback related to questions.

What topics do you feel should receive high priority?

- Science instruction and resources that align with MN Science Standards/Next Generation Science Standards
- Hands-on, inquiry based learning
- Engineering design practices
- Science as a collaborative learning process

What changes could be made to improve our current program?

- Engage students in scientific inquiry related to real life situations
- Ensure all student groups see themselves as scientists

K-5 Science Education Recommendation

Process for Review: Teaching and Learning Advisory Council

- March 14, 2022 - Receive background information and provide input
- May 2, 2022 - Review and approve recommendation to the Board of Education

Recommendation to the Board of Education:

- On May 2, members of the Teaching and Learning Advisory Council unanimously approved the K-5 Science Curriculum and program recommendations as presented.
 - Ryan Rosin
 - Katie Peitersen
 - Sara Leuth
 - Devarati Bhattacharya
 - Paul Peterson
 - Katie VanVooren
 - Christine Fenner
 - Molly Johnson
 - Kim Kelzer-Breeden
 - Mary DeMarce
- Board of Education representatives, Rachel Myers and Alycia Myers have also been briefed on this recommendation as they were absent at the May 2 meeting.

Assurances:

- The ISD110 K-5 Science Curriculum was collaboratively reviewed and revised by representatives from grades K-5 and the Department of Teaching and Learning.

Gr	Bayview	Laketown	Southview
K	Ann Singewald	Allison Baisch	Jenna Weber
1	Natalie Benson	Lauren Reed	Michelle Birr
2	Angie Pozega	Sam Gaarder	Amanda Puelston
3	Garret Janzen	Heather Stockinger	Josh Sell
4	Leah Janssen/ Kelsey Everson	Niki Eisenmann	Anna Bell/ Melia Archambault
5	Don Skerik	Devin McNeill	Brooke Haley/ Charlie Smothers

- ISD110 Science Curriculum is aligned to the MN Science Standards/Next Generation Science Standards (NGSS). Instructional resources align to and support these standards.

- The purchase of new instructional materials falls within the Teaching & Learning budget allocation for 2022-2023.

Process for Approval: Board of Education

- May 23, 2022 - Regular Board of Education Meeting
 - Discussion Item
- June 27, 2022 - Regular Board of Education Meeting
 - Action Item

Recommendation: Approve the K-5 Science Curriculum and Program Recommendations as presented.

K-5 Science Learning Outcomes

Duration:

- An instructional rotation of social studies and science occurs at the K-5 level. Daily lessons in these content areas are approximately 30-45 minutes in length.

Primary Instructional Resource:

- Amplify Science, © 2018, Berkeley's Lawrence Hall of Science

Kindergarten Units of Study:

Needs of Plants and Animals: Students take on the role of scientists in order to figure out why there are no monarch caterpillars in a community garden since the vegetables were planted. In doing so, they investigate how plants and animals get what they need to live and grow. They then make a new plan for the garden that provides for the needs of the monarch caterpillars, in addition to vegetables for humans.

Pushes and Pulls: Students take on the role of pinball machine engineers as they explore the effects of pushes and pulls on the motion of an object. They conduct tests in their own prototypes (models) of a pinball machine contributing to the design of a class pinball machine.

Sunlight and Water: Students figure out why one fictional schoolyard is too cold in the morning, while another, which is nearby, is too hot in the afternoon. They use physical models and firsthand investigation to figure out the impact of sunlight on Earth's surface.

Grade 1 Units of Study:

Animal and Plant Defenses: Students take on the role of marine scientists. In their role, students apply their understanding about plant and animal defense structures to explain to concerned aquarium visitors how a sea turtle and her offspring can defend themselves from ocean predators when they are released into the wild.

Light and Sound: In their role as light and sound engineers, students investigate cause and effect relationships to learn about the nature of light and sound. They apply what they learn to design shadow scenery and sound effects for a puppet show.

Spinning Earth: As sky scientists, students figure out how to explain why it is never the same time of day for a grandmother who lives in Asia as it is for her grandson in the United States when she calls him. Students record, organize, and analyze

observations of the sun and other sky objects as they look for patterns and make sense of the cycle of daytime and nighttime.

Grade 2 Units of Study:

Plant and Animal Relationships: In their role as plant scientists, students work to figure out why there are no new Chalta trees growing in the Bengal Tiger Reserve, which is part of a broadleaf forest. Students investigate what the Chalta tree needs to survive, and collect and analyze qualitative and quantitative data to solve the mystery.

Properties of Materials: As glue engineers, students use engineering design practices to create a glue for use at their school. They conduct tests that yield quantifiable results, graph their data, analyze and interpret results, and then use that evidence to iteratively design a series of glue mixtures, each one better than the one before.

Changing Landforms: Students take on the role of geologists as they attempt to figure out what caused a certain rock cliff to change shape over time. They use models to investigate the erosion of rock and the formation of sand. Based on what they learn about erosion, students advise the director of the fictional Oceanside Recreation Center whether it is safe to keep the center open even though the cliff is changing.

Grade 3 Units of Study:

Balancing Forces: In their role as consulting scientists, students are challenged to figure out how a floating train works in order to explain it to the citizens of the fictional city of Faraday. They apply ideas about non-touching forces as well as balanced and unbalanced forces to assuage citizens' fears.

Inheritance and Traits: Students play the role of wildlife biologists working in Greystone National Park. They study two wolf packs and are challenged to figure out why an adoptive wolf in one of the packs has the traits it does. Students observe variation between and within different species, investigate inherited and acquired traits, and conclude the unit by writing an explanation of the origin of the adoptive wolf's traits for the visitors in Greystone National Park.

Environments and Survival: As engineers that specialize in biomimicry, designing structures that are modeled on organisms in the natural world, students investigate the adaptive traits of the Grove snail population, and use what they learn to design a protective shell to transport endangered sea turtle eggs.

Weather and Climate: As meteorologists for a nature conservation group, students determine which of four fictional islands will be the best location for an orangutan reserve. They analyze and interpret weather data in order to compare and construct arguments about the weather patterns for a particular location in the world over a given span of time.

Grade 4 Units of Study:

Energy Conversions: Students play the role of systems engineers for Ergstown, a fictional town that experiences frequent blackouts. They explore reasons why an electrical system can fail, choose new energy sources and energy converters for the town, and use evidence to explain why their choices will make the town's electrical system more reliable.

Vision and Light: As conservation biologists, students work to figure out why a local population of geckos has decreased since the construction of a new stadium. Students consider the bright lights of the stadium and use a computer simulation to investigate the relationship of light and vision, specifically the sensitivity of different animals' eyes to light, and make a recommendation for mitigating the situation.

Earth's Features: Playing the role of geologists, students help the National Park Service explain what a particular boney-looking rock is, how it formed, and how it came to be in its current location at the bottom of Desert Rocks National Park. Then they explain how the canyon where they are doing their research formed to park visitors

Waves, Energy, and Information: In their role as marine scientists, students work to figure out how mother dolphins communicate with their calves. They investigate how sound travels and learn about how to look for and create patterns of communication.

Grade 5 Units of Study:

Patterns of Earth and Sky: In their role as astronomers, students investigate an artifact found on an archeological dig that seems to show patterns in the daytime and nighttime sky. Using a computer simulation of stars, physical models, and a reference text, students figure out how the position of stars around the Earth, and the spin and orbit of the Earth, cause us to see daily and yearly patterns of stars.

Modeling Matter: As food scientists working in a fictional lab of a large food production company, students take on two work assignments: one related to food safety and one related to creation of a new food product. In doing so, they figure out that the properties of materials are related to the properties of the nanoparticles that make up those materials.

The Earth System: As water resource engineers, students figure out what caused a water shortage on the east side of a fictional island, East Ferris, and work to design a solution to the problem. Applying their knowledge of water distribution and analyzing the flow of water between the hydrosphere, atmosphere, and geosphere, students communicate the nature of the problem and possible solutions to the people of East Ferris.

Ecosystem Restoration: Students engage as ecologists as they figure out why the plants and animals in a failing Costa Rican rainforest ecosystem aren't growing and thriving. Growing a terrarium, using physical models, and investigating how matter and energy flow with a computer model, students solve the mystery and create a plan for rainforest restoration.

Frequently Asked Questions

K-5 Science Instruction

Q: What are the Next Generation Science Standards?

A: The Minnesota Department of Education has adopted new standards based on the Next Generation Science Standards (NGSS). The NGSS reflect the latest research in science and are designed to promote the interpretation of data, critical thinking, and problem-solving. A key feature of instruction related to the new standards is a concept called phenomena-based learning. This approach encourages students to observe events in the natural and the built world and explore why they might occur. Phenomena-based learning is an approach that moves students from "learning about" to "figuring it out."

Q: What instructional programs were considered in the K-5 science curriculum review?

A: Four programs were brought forward for review, including:

1. Amplify Science
2. FOSS (Full Option Science System)
3. Houghton-Mifflin/Harcourt Science Dimensions
4. National Geographic Exploring Science

Two programs were selected as finalists and the K-5 science team received a comprehensive program overview on each of the following:

1. Amplify Science
2. FOSS (Full Option Science System)

Amplify Science was unanimously selected by the K-5 science team as the primary resource for K-5 science instruction.

Q: What criteria was used to for selection?

Criterion 1: Materials are designed for 3-Dimensional Learning and Assessment. Materials leverage science-based phenomena and engineering problems from the real world

- Materials consistently integrate the three dimensions, Science and Engineering Practices (P), Core Ideas (CI) and Crosscutting Concepts (CC), in student learning experiences
- Materials have an intentional sequence where student tasks increase in sophistication
- Materials are designed to elicit direct, observable evidence of student progress in the three-dimensions, not just content knowledge
- Phenomena and/or problems are connected to grade-band Core Ideas (MN State Standards)
- Materials embed phenomena or problems across multiple lessons for students to use and build knowledge of all three dimensions.

Criterion 2: Materials are designed to support teachers in using the materials and also in understanding the expectations of the benchmarks.

- Materials include background information to help teachers support students in using the three dimensions to explain phenomena and solve problems. Explanations of the instructional approaches of the program are given and aligned to research-based strategies.
- Materials provide guidance that supports teachers in planning, preparing and providing effective learning experiences in figuring out phenomena and solving problems.
- Materials contain teacher guidance with sufficient and useful annotations and suggestions for how to utilize the student materials. Where applicable, materials include teacher guidance for the use of embedded technology to enhance student learning.
- Materials provide a suggested scope and sequence and/or pacing guide

Criterion 3: Materials are designed to support all students in learning.

- Materials are designed to leverage diverse cultural and social backgrounds of students, including MN Native American communities. A balance of images or information about people, representing various demographic and physical characteristics, is included in the materials.
- Materials provide appropriate support, accommodations and/or modifications for numerous special populations (i.e., GT, EL SpEd).
- Materials are made accessible to students by providing appropriate support for different reading levels.
- Materials provide opportunities for students to share their thinking and apply their understanding in a variety of ways.

Criterion 4: Materials are designed to assess students and support the interpretation of assessment results.

- Assessments are clearly aligned to standards and the 3-Dimensions of Science.
- Assessments include a variety of modalities.
- Assessments offer ways for individual student progress to be measured over time.
- Tools are provided for scoring assessment items (e.g. student samples, rubrics)

7-12 Health Education

Curriculum and Program Recommendations

Prepared for: Teaching and Learning Advisory Council and the Board of Education

Background:

The Minnesota Department of Education has adopted the National Health Education Standards (NHES) to guide districts in curriculum and program development. These standards promote and support health-enhancing behaviors for students in grades 7-12. Minnesota School Districts are expected to review and align local curriculum within a reasonable time frame.

The area of health carries three statutory requirements for local instruction:

1. Provide instruction related to the risks and prevention of HIV and sexually transmitted diseases,
2. Provide instruction on the prevention of tobacco and vaping use, and
3. Provide one-time CPR and AED instruction

Recent legislation also encourages districts to increase awareness around the area of mental health and violence prevention. All of these topics are introduced and covered at age-appropriate levels with a majority of health instruction beginning in 7th grade.

Teaching and Learning Council Input and Feedback:

On March 14, 2022, members of the 7-12 health team attended Teaching and Learning Advisory Council to listen and provide information related to units of study. Table groups were formed to gather feedback related to questions.

What health education topics do you feel should receive high priority?

- Instruction related to managing mental health - anxiety, depression, social media, relationships
- Instruction related to healthy lifestyle choices - nutrition, good sleep hygiene, physical activity, etc.
- Decision-making skills
- Instruction related to healthy relationships
- Like the CPR/AED/Heimlich instruction

What changes could be made to improve our current program?

- Reduce the stigma around mental health
- Continue to strengthen community partnerships and access to community resources

Are there sensitive topics that call for special procedures?

- Make sure the topics are age-appropriate
- Ensure that teachers make curriculum available to parents who wish to seek out detailed information in advance. Offer alternative instruction, if requested.

7-12 Health Education

Recommendation

Process for Review: Teaching and Learning Advisory Council

- January 3, 2022 - Receive background information and provide input
- March 14, 2022 - Receive information and advise
- May 2, 2022 - Review and approve recommendation to the Board of Education

Recommendation to the Board of Education:

- On May 2, members of the Teaching and Learning Advisory Council unanimously approved the 7-12 Health Curriculum and program recommendations as presented.
 - Ryan Rosin
 - Sara Leuth
 - Paul Peterson
 - Christine Fenner
 - Kim Kelzer-Breeden
 - Katie Peitersen
 - Devarati Bhattacharya
 - Katie VanVooren
 - Molly Johnson
 - Mary DeMarce
- Board of Education representatives, Rachel Myers and Alycia Myers have also been briefed on this recommendation as they were absent at the May 2 meeting.

Assurances:

- The ISD110 Health Curriculum for grades 7-12 was collaboratively reviewed and revised by members of the 7-12 Health Team and the Department of Teaching and Learning.
 - Kim Ryan, Grade 7 Health Instructor
 - Kaylee Damasin, Grade 8 Health Instructor
 - Audra Lehrke, WHS Health Instructor
 - Rebecca Reisgraf, WHS Health Instructor
 - Kathy Oliphant, Director of Teaching and Learning
 - Tim Koschinska, Secondary Teaching and Learning Manager
- ISD110 Health Curriculum is aligned to the National Health Education Standards (NHES) and MN legislative mandates for health instruction. Instructional resources align to and support these standards.
- Abstinence-based curriculum is the basis for instruction. Abstinence-based curriculum emphasizes that abstinence from alcohol, tobacco, and other drugs (ATOD) is the healthiest choice for physical health, and abstinence from sexual activity is the healthiest choice for reproductive health.

- The purchase of updated instructional materials falls within the Teaching & Learning budget allocation for 2022-2023.

Process for Approval: Board of Education

- May 23, 2022 - Regular Board of Education Meeting
 - Discussion Item
- June 27, 2022 - Regular Board of Education Meeting
 - Action Item

Recommendation: Approve the 7-12 Health Curriculum and Program Recommendations as presented.

Health 7 Learning Outcomes

Duration: 1 Quarter (Approximately 9 weeks X 45 minutes per day)

Primary and Supplemental Instructional Resources:

- Glencoe Teen Health © 2021
 - Purchased without the supplemental unit on relationships and sexuality
- SHAPE America (Society of Health and Physical Educators)
- Center for Disease Control (CDC)
- Minnesota Department of Health (MDH)
- NAMI (National Alliance on Mental Illness)

Unit 1: Health and Wellness

1.1 - The student will be able to distinguish between and provide examples of mental, physical and social health.

1.2 - The student will be able to generate 5 long-term goals related to career, education, family and lifestyle.

1.3 - The student will be able to reflect on their awareness of mental, physical, and social health through a personal letter (to self).

Unit 2: Substance use and Abuse

2.1 - The student will be able to distinguish between drug categories.

2.2 - The student will be able to practice different refusal skills.

2.3 - The student will be able to identify different drugs and their effects on the body.

2.4 - The student will be able to identify how substance use can affect their mental, emotional, physical, & social well being.

Unit 3: First Aid

3.1 - The student will be able to identify and perform basic first aid procedures.

3.2 - The student will be able to perform the CPR technique on a CPR manikin.

3.3 - The student will be able to demonstrate how to use an AED machine.

3.4 - The student will be able to describe and label items that would be in a first aid kit.

3.5 - The student will be able to demonstrate the Heimlich maneuver using a manikin.

Unit 4: Reproductive System and Relationships

4.1 - The student will be able to identify the parts of the female & male reproductive system.

4.2 - The student will be able to differentiate between virus & bacterial sexually transmitted infections (STIs).

4.3 - The student will be able to summarize the value of abstinence.

Health 8 Learning Outcomes

Duration: 1 Quarter (Approximately 9 weeks X 45 minutes per day)

Primary and Supplemental Instructional Resource(s):

- Glencoe Teen Health © 2021
 - Purchased without the supplemental unit on relationships and sexuality
- SHAPE America (Society of Health and Physical Educators)
- Center for Disease Control (CDC)
- Minnesota Department of Health (MDH)
- NAMI (National Alliance on Mental Illness)

Unit 1: Introduction - Who We Are

- 1.1 - Students will be able to identify the difference between personality and character.
- 1.2 - Students will be able to identify traits and characteristics of themselves.
- 1.3 - Students will be able to demonstrate strong decision-making skills using SODAS (Situation, Options, Disadvantages, Advantages, Solution).
- 1.4 - Students will set short and long term goals to help enhance their current level of wellness.
- 1.5 - Students will be able to reflect on their awareness of mental, physical, and social health through a personal letter (to self).

Unit 2: Bullying, Empathy, Maslow Pyramid of Needs

- 2.1 - Students will be able to identify the 5 aspects of Maslow Pyramid of needs.
- 2.2 - Students will be able to apply Maslow's 5 aspects to themselves both in present and future scenarios.
- 2.3 - Students will be able to recognize the impact of their actions and behavior on others (Empathy).

Unit 3: Mental Health

- 3.1 - Students will identify stressors in their lives.
- 3.2 - Students will practice a variety of stress management techniques and determine what works for themselves.
- 3.3 - Students will be able to list warning signs of eating disorders and understand how to help if someone is showing these warning signs.
- 3.4 - Students will differentiate between various mental/emotional disorders.
- 3.5 - Students will understand what to do if someone is showing signs of depression or suicide.
- 3.6 - Students will identify the grief process.
- 3.7 - Students will be able to promote and practice mental health techniques.
- 3.8 - Students will be able to advocate improving mental health and stigma awareness to school.

Health 10 Learning Outcomes

Duration: 1 Trimester Required Course (Approximately 12 weeks X 70 minutes per day)

Primary and Supplemental Instructional Resource(s):

- SHAPE America (Society of Health and Physical Educators)
- Center for Disease Control (CDC)
- Minnesota Department of Health (MDH)
- NAMI (National Alliance on Mental Illness)
- myhealthmn.org

Priority Standard 1: Students will know the 4 components of health: physical, mental, emotional, and social.

- 1.1 - Students will practice different stress relieving/coping techniques, and apply them to daily life.
- 1.2 - Students will reflect on personal strengths and weaknesses.
- 1.3 - Students will understand how personal responses to situations impact relationships..
- 1.4 - Identify the relationship between physical, mental, emotional, and social health.

Priority Standard 2: Students will demonstrate the ability to practice health-enhancing behaviors and avoid health risks associated with alcohol, tobacco, and other drugs (ATOD).

- 2.1 - Students will describe and demonstrate the effects that ATOD have on the body.
- 2.2 - Students will understand how partaking in ATOD can affect one's personal, social, and family life.
- 2.3 - Students will be familiar with treatment and resources available when seeking help.

Priority Standard 3: Students will identify ways to avoid sexually transmitted infections (STIs) and understand consent.

- 3.1 - Students will describe symptoms, treatment, and prevention of various STIs.
- 3.2 - Students will be able to understand sexual health issues and where to get proper attention and resources when seeking help.
- 3.3 - Students will recognize and understand MN Laws related to consent.

Priority Standard 4: Students will understand ways to maintain reproductive health, the process of reproduction, and the life cycle.

- 4.1 - Students will be able to understand the proper growth of an embryo, fetus and child as they develop over the early years of their life.
- 4.2 - Students will identify the proper structure of the male and female reproductive system.
- 4.3 - Students will understand the functions and locations of the endocrine glands
- 4.4 - Students will understand the social, emotional, and financial commitments of parenting and the responsibilities of caring for a infant/child.

Priority Standard 5: Students will comprehend concepts related to nutrition and digestion.

5.1 - Students will distinguish the difference between healthy and unhealthy snacks and how to read a food label.

5.2 - Students will understand the functions of the six nutrients and the importance of vitamins and minerals.

5.3 - Students will understand the functions of the 6 organs involved with the digestion process.

Priority Standard 6: Students will understand mental health illnesses and be familiar with resources available when seeking help.

6.1 - Students will understand a variety of mental health illnesses.

6.2 - Students will create an awareness for suicide prevention and community resources available when seeking help.

6.3 - Understand will understand the health issues relating to eating disorders and community resources available when seeking help.

Priority Standard 7: Students will be able to differentiate between healthy, unhealthy, and abusive relationships.

7.1 - Students will be able to identify characteristics of healthy and unhealthy relationships.

7.2 - Students will be able to recognize situations where signs of violence may be present.

7.3 - Students will be able to identify characteristics of healthy relationships between family, friends, and partners.

Frequently Asked Questions

ISD110 Health Instruction

Q: How do I find out about what is covered in my child's health class?

A: Parents are encouraged to remain involved in their child's learning by attending open house and PT conferences. Teachers also share curriculum through correspondence (i.e. Schoology, email, newsletters) or through course syllabi. Per School Board Policy 606, alternative instruction may be arranged at the request of a parent/caregiver.

Q: What does abstinence-based curriculum mean?

A: Abstinence-based curriculum emphasizes that abstinence from alcohol, tobacco, and other drugs (ATOD) is the healthiest choice for physical health, and abstinence from sexual activity is the healthiest choice for reproductive health.

Q: How is the area of human growth and reproductive health addressed?

A: At the middle school level, human growth and reproductive health introduces sexually transmitted infections (STIs) as viral and bacterial infections. At the high school level, STI education and pregnancy prevention is covered in depth, including methods of contraception.

Q: Is gender identity (male, female, other genders) or gender expression (physical or emotional attraction) taught anywhere in the curriculum?

A: No, gender identity or gender expression is not taught in 7-12 Health Curriculum.

Q: Are health-related and/or social-emotional learning (SEL) topics covered in areas other than health class?

A: Yes. At the middle school level, SEL topics are covered in Connect (student advisory) programming using Second Step resources. Middle school students also receive instruction on digital safety and citizenship - curriculum designed by Mandy Bellm, WMS Media and Technology Specialist.

At the high school level, students receive CPR/AED instruction through their Senior Seminar experience. Senior Seminar also revisits the areas of suicide awareness, mental and reproductive health, and resources available if help is needed.

Q: How would I know if there are changes (local or legislative) to health instruction?

A: The Minnesota Department of Education reviews and revises standards on a 10-year cycle. Here in ISD110, we have designed our review cycle so that it aligns with the release of standards at the state level. If changes would occur outside of the review cycle, we would provide information and updates to the Teaching and Learning Advisory Council and the Board of Education.

8.B. Annual Mandatory Review Policies - First Read

8.B.1. 410 Family and Medical Leave Policy
(April 2021)

410 FAMILY AND MEDICAL LEAVE POLICY

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. “Covered active duty” means:

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

B. “Covered servicemember” means:

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

C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her

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

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

member;

3. to address issues related to childcare and school activities of a covered military member's child;
4. to address financial and legal arrangements for a covered military member;
5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
7. to attend post-deployment activities related to a covered military member;
8. to address parental care needs; and
9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or
2. continuing treatment by a health care provider.

I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

J. "Veteran" has the meaning given in 38 U.S.C. § 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined

below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

- a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
 3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
 4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
 5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred

by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

- (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular

position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

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

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

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed by the employer. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed by the employer, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of

kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.

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

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

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

leave period may be required to:

1. take leave for the entire period or periods of the planned medical treatment; or
 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER

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

VII. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

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

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin “M” (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees – Family and Medical Leave Act Summary)

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Independent School District No. 110

Waconia, MN 55387

8.B.2. 413 Harassment and Violence (April 2021)

413 HARASSMENT AND VIOLENCE

[Note: State law (Minn. Stat. § 121A.03) requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minn. Stat. Ch. 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that school districts incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minn. Stat. § 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minn. Stat. § 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon school districts than required by law. For that reason, MSBA recommends the adoption of its model policy by school districts. Each school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.

[Note: The Minnesota Human Rights Act defines "sexual orientation" to include "having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness." Minn. Stat. § 363A.03, Subd. 44.]

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school

employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)

- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who is found to have violated this policy.

III. DEFINITIONS

- A. "Assault" is:
 - 1. an act done with intent to cause fear in another of immediate bodily harm or death;
 - 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 - 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability when the conduct:
 - 1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 - 2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 - 3. otherwise adversely affects an individual's employment or academic opportunities.

C. “Immediately” means as soon as possible but in no event longer than 24 hours.

D. Protected Classifications; Definitions

1. “Disability” means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
 - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
2. “Familial status” means the condition of one or more minors being domiciled with:
 - a. their parent or parents or the minor’s legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual’s employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual’s employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual’s employment or educational status; or
 - f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or

available from the school district office, but oral reports shall be considered complaints as well.

- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates the Director of Human Resources as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the

superintendent.¹

- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

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

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

¹ In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board.

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.

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

VII. RETALIATION OR REPRISAL

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
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 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

Policy Adopted: Nov. 12, 1990

Amended: September 13, 1993/ May 11, 1998/ Feb. 11, 2002/ March 10, 2008/ August 16, 2010/
Dec. 13, 2010/ January 2013 / June 2013 / May 2016 / April 2017 / December 2018

Reviewed: May 2018 / December 2019 / April 2021

Independent School District 110
Waconia, MN

8.B.3. 414 Mandated Reporting of Child Neglect
or Physical or Sexual Abuse (April 2021)

Adopted: _____

MSBA/MASA Model Policy 414

Orig. 1995

Revised: _____

Rev. ~~2019~~2022

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

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

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minn. Stat. [Ch. 260E§ 626.556](#) requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event ~~which~~[that](#):
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. “Child” means one under age 18 and, for purposes of Minn. Stat. Ch. 260C ([Juvenile Safety and Placement](#)) ~~Child Protection~~ and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.

D. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being ~~neglected or physically or sexually abused~~maltreated, or has been ~~neglected or physically or sexually abused~~maltreated within the preceding three years.

E. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.

EE. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:

1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health care, ~~medical care~~, or other care required for the child’s physical or mental health when reasonably able to do so; ~~including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;~~
2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors ~~such~~ as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for ~~the child’s his or her~~ own basic needs or safety, or the basic needs or safety of another child in his or her care;
4. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, ~~or~~ medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
6. medical neglect as defined by Minn. Stat. § 260C.007, Subd. 6, Clause (5);
7. chronic and severe use of alcohol or a controlled substance by a ~~parent or~~ person responsible for the care of the child that adversely affects the child’s basic needs and safety; or

8. emotional harm from a pattern of behavior ~~which~~that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

~~Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care. does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.~~

GF. "Nonmaltreatment mistake" ~~means~~occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.

H. "Person responsible for the child's care" ~~means~~ (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

IG. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 125A.0942 or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian ~~which~~that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minn. Stat. § 121A.582.

Actions ~~which that~~ are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions ~~which that~~ result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances ~~which that~~ were not prescribed for the child by a practitioner, in order to control or punish the child, or ~~giving the child~~ other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or ~~that~~ subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379, including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

JH. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes ~~neglect or physical or sexual abuse~~ maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, neglect or abuse, if known.

KI. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.

LJ. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor ~~which that~~ constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation ~~which that~~ requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).

M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury.

Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative..

- ~~K.~~ “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- ~~L.~~ “Person responsible for the child's care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- ~~M.~~ “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

IV. REPORTING PROCEDURES

- A. A mandated reporter ~~as defined herein~~ shall immediately report the information neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years, to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.
- B. ~~If the immediate report has been made orally~~An oral report shall be made immediately; by telephone or otherwise, ~~and~~The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing assisting or investigating maltreatmentthe report. Any ~~The written~~ report shall be of sufficient content to identify the child, any person believed to be responsible for the ~~abuse or neglect~~maltreatment of the child if the person is known, the nature and extent of the ~~abuse or neglect~~maltreatment, and the name and address of the reporter.

- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of [custodial or](#) parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- [G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.](#)
- ~~G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.~~
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, [plus costs and reasonable attorney fees.](#) ~~and the reckless~~ [Knowingly or recklessly](#) making ~~of~~ a false report [also](#) may result in discipline. ~~The court may also award attorney's fees.~~

[Note: The Minnesota Department of Education (MDE) is responsible for assessing or investigating allegations of child maltreatment in schools. Although a report may be made to any of the agencies listed in Section IV. A., above, and there is no requirement to file more than one report, if the initial report is not made to MDE, it would be helpful to MDE if schools also report to MDE.]

V. INVESTIGATION

- A. The responsibility for [assessing or](#) investigating reports of suspected [maltreatment neglect or physical or sexual abuse rests](#) ~~rests~~ with the appropriate [state,](#) county,

~~state,~~ or local agency or agencies. The agency responsible for assessing or investigating reports of ~~child~~-maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged ~~perpetrator/offender~~, and any other person with knowledge of the ~~abuse or neglect maltreatment~~ for the purpose of gathering ~~the~~ facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of ~~the alleged offender or parent, legal guardian, or a~~ school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian, or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property ~~will~~must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged ~~perpetrator-offender~~ is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged ~~perpetrator-offender~~ is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

VIII. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
[Minn. Stat. Ch. 260E \(Reporting of Maltreatment of Minors\)](#)
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
[Minn. Stat. § 626.556 et seq. \(Reporting of Maltreatment of Minors\)](#)
[Minn. Stat. § 626.5561 \(Reporting of Prenatal Exposure to Controlled](#)

[Substances\)](#)

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

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

8.B.4. 415 Mandated Reporting of Maltreatment of
Vulnerable Adults (April 2021)

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. “Mandated Reporters” means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- B. “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. “Neglect” means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult’s physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult’s health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.
- D. “Abuse” means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation,

inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.

- E. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
- F. "Vulnerable Adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minn. Stat. Ch. 245A, except as excluded under Minn. Stat. § 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or type of service received possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to adequately provide the person's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.
- G. "Caregiver" means an individual or facility who has responsibility for the care of a

vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.

- H. “School Personnel” means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- I. “Immediately” means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

IV. REPORTING PROCEDURES

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

V. INVESTIGATION

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

VI. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 13.02 (Collection, Security, and Dissemination of Records; Definitions)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.234 (Crimes Against the Person)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

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

Policy Adopted: May 11, 1998 Revised: August 9, 1999, July 18, 2005, June 2011
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Independent School District No. 110
Waconia, MN

8.B.5. 506 Student Discipline (April 2021)

506 STUDENT DISCIPLINE

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

III. AREAS OF RESPONSIBILITY

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

- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

IV. STUDENT RIGHTS

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

V. STUDENT RESPONSIBILITIES

All students have the responsibility:

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

- N. To recognize and respect the rights of others.

VI. CODE OF STUDENT CONDUCT

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

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

phones, including picture phones;

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

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

VII. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's

misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;

- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

VIII. REMOVAL OF STUDENTS FROM CLASS

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

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

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

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

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

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal

from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

IX. DISMISSAL

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

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

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

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

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

C. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. If a student's total days of removal from school exceed ten (10)

cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning

center under Minn. Stat. § 123A.05 selected to allow the student to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.

6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
 - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
 - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
 - c. petition the juvenile court that the student is in need of services under Minn. Stat. Ch. 260C.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

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

8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the

opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.

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

X. ADMISSION OR READMISSION PLAN

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

XI. NOTIFICATION OF POLICY VIOLATIONS

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

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

XII. STUDENT DISCIPLINE RECORDS

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

XIII. DISABLED STUDENTS

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

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

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

XIV. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. § 124D.03) or Enrollment in Nonresident District (Minn. Stat. § 124D.08) at the end of a school year if the student meets the

definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XV. DISTRIBUTION OF POLICY

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

XVI. REVIEW OF POLICY

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

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

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)

MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks,
Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored
Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety
Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor
Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on
Buses)

Policy Adopted: November 2005

Revised: November 2009 / May 2012 / June 2015/ May 2016 / October 2017

Reviewed: June 2018/ April 2021

Independent School District No. 110
Waconia MN

8.B.6. 514 Bullying Prohibition Policy (April
2021)

Adopted: _____

MSBA/MASA Model Policy 514

Orig. 2003

Revised: _____

Rev. 2022/14

514 BULLYING PROHIBITION POLICY

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is

prohibited.

- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:
 - 1. The developmental ages and maturity levels of the parties involved;
 - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 - 3. Past incidences or past or continuing patterns of behavior;
 - 4. The relationship between the parties involved; and
 - 5. The context in which the alleged incidents occurred.

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

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

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

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

III. DEFINITIONS

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

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

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

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

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
 2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-

sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

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

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

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might

include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this

policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.

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

VI. RETALIATION OR REPRISAL

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

VII. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training

materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

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

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

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

1. Engage all students in creating a safe and supportive school environment;
 2. Partner with parents and other community members to develop and implement prevention and intervention programs;
 3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
 4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
 5. Teach students to advocate for themselves and others;
 6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model

Policy 506) distributed to parents at the beginning of each school year.

- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

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

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

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
~~MSBA/MASA Model Policy 522~~ [MSBA/MASA Model Policy 522 \(Title IX Sex](#)

Nondiscrimination Policy~~Student Sex Nondiscrimination~~)

MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)

MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 526 (Hazing Prohibition)

MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)

MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

MSBA/MASA Model Policy 711 (Video Recording on School Buses)

MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

8.B.7. 522 Student Sex Nondiscrimination (April
2021)

522 STUDENT SEX NONDISCRIMINATION

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

I. PURPOSE

Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. The purpose of this policy is to provide equal educational opportunity for all students and to prohibit discrimination on the basis of sex.

II. GENERAL STATEMENT OF POLICY

- A. The school district provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.
- B. It is the responsibility of every school district employee to comply with this policy.
- C. The school board hereby designates Sonya Sailer, Director of Human Resources, [District Office, 512 Industrial Blvd, Waconia, MN 55387 and 952-442-0600] as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.
- D. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.

III. REPORTING GRIEVANCE PROCEDURES

- A. Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by this policy or may file a grievance. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer

or to the superintendent.

- B. In Each School Building. The building principal is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the building principal immediately.
- C. Upon receipt of a report or grievance, the principal must notify the school district human rights officer immediately, without screening or investigating the report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. The school board hereby designates the Superintendent or designee as the school district human rights officer(s) to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.

[Note: In some school districts, the Title IX coordinator and human rights officer may be the same. If so, a school district need only insert "its Title IX coordinator" in the blank without designating a name, office address, and telephone number which are provided elsewhere in the policy. If they are different, or if more than one human rights officer is designated, this information should be inserted and kept up to date. Also, in some school districts, the superintendent may be the designated human rights officer. If so, an alternative individual should be designated by the school board for complaints involving the superintendent.]

- E. The school district shall conspicuously post the name of the Title IX coordinator and human rights officer(s), including office mailing addresses and telephone numbers.
- F. Submission of a good faith complaint, grievance or report of unlawful sex discrimination toward a student will not affect the complainant or reporter's future employment, grades or work assignments.
- G. Use of formal reporting forms is not mandatory.
- H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take

appropriate action, and to conform with any discovery or disclosure obligations.

IV. INVESTIGATION

- A. By authority of the school district, the human rights officer, upon receipt of a report, complaint or grievance alleging unlawful sex discrimination toward a student shall promptly undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.
- E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

V. SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.
- B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VI. REPRISAL

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

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law, or contacting the Office of Civil Rights for the United States Department of Education.

VIII. DISSEMINATION OF POLICY AND EVALUATION

- A. This policy shall be made available to all students, parents/guardians of students, staff members, employee unions and organizations.
- B. The school district shall review this policy and the school district's operation for compliance with state and federal laws prohibiting discrimination on a continuous basis.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

Policy Adopted: July 2003
Revised: January 2006/May 2010/April 2015
Reviewed: May 2016 / June 2017/ May 2018/ April 2021

Independent School District #110
Waconia, MN

8.B.8. 524 Internet Acceptable Use and Safety
Policy (Jan 2022)

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

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

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. While not an exhaustive list, the following uses of the school district system and

Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the

individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

- a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
- b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
 - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," and "Reddit," and similar websites or applications.
7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records

on the school district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
 9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
 10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an

assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

[Note: School districts that receive certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children’s Internet Protection Act, effective in 2001. This law requires school districts to adopt an Internet safety policy that contains the provisions set forth below. Also, the Act requires such school districts to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation. School districts that do not seek such federal financial assistance need not adopt the alternative language set forth below nor meet the requirements with respect to a public meeting to review the policy. The following alternative language for school districts that seek such federal financial assistance satisfies both state and federal law requirements.]

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

may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

[Note: Although school districts are not required to adopt the more restrictive provisions contained in either Alternative No. 2 or No. 3 if they do not seek state or federal funding, they may choose to adopt the more restrictive provisions as a matter of school policy.]

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minnesota Statutes Chapter 13 (the Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district's liability relative to:
 - a. Information stored on school district diskettes, hard drives, or servers.
 - b. Information retrieved through school district computers, networks, or online resources.
 - c. Personal property used to access school district computers, networks, or online resources.

- d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data, and Protection and Privacy of Pupil Records Policy.
7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
 1. A copy of the user notification form provided to the student user.
 2. A description of parent/guardian responsibilities.
 3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to

exercise this option.

4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
5. A statement that the school district's acceptable use policy is available for parental review.

XIII. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.
- D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S., 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, (1969)
United States v. Amer. Library Assoc., 539 U.S. 194, (2003)
Doninger v. Niehoff, 527 F.3d 41 (2nd Cir. 2008)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F. Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff'd* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

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 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
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 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Policy Adopted: January 2008

Policy Revised: May 2016 / June 2017/ Jan. 2021/April 2021 / revised January 2022

Independent School District No. 110
Waconia, MN

8.B.9. 616 School District System Accountability
(April 2021)

Adopted: _____

MSBA/MASA Model Policy 616

Orig. 1997

Revised: _____

Rev. 202219

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

[Note: ~~Minn. Stat. §~~ Minnesota Statutes section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of ~~Minn. Stat. §~~ Minnesota Statutes section 120B.11.]

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process ~~which that~~ promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota K-12 Academic Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal law ~~will requires~~ a new level of accountability for the school district. The school district ~~will established~~ a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also ~~will established~~ a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

- A. “Credit” means a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.
- B. “Graduation Standards” means the credit requirements and locally adopted content standards or Minnesota K-12 Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.
- C. “World’s best workforce” means striving to: meet school readiness goals; have all third grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and

college readiness before graduating from high school; and have all students graduate from high school.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

1. The school board has established school district-wide goals ~~which that~~ provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district's Advisory Committee.
2. The Advisory Committee ~~is will be~~ established by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.
3. The school district-wide improvement goals should address recommendations identified through the Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

- B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under ~~Minn. Stat. §Minnesota Statutes section~~ 123B.147, ~~Subd. 3~~, and teacher evaluations under ~~Minn. Stat. §Minnesota Statutes section~~ 122A.40, ~~Subd. 8~~, or 122A.41, ~~Subd. 5~~.

[Insert Local Cycle in this space]

C. Implementation of Graduation Requirements

1. The Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.

2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.
3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. Comprehensive Continuous Improvement of Student Achievement

1. By [date] of each year, the Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.
2. The Advisory Committee, working in cooperation with other committees of the school district [*such as the Technology, Educational Effectiveness, Grade Level, Site Instruction, Curriculum and Assessment Committees, etc.*], will provide active community participation in:
 - a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic Standards;
 - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
 - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,
 - d. Advising the school board about development of the annual budget.

3. The Advisory Committee shall meet the following criteria:
 - a. The Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
 - b. The Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
 - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
 - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.

4. The Advisory Committee shall, when possible, be comprised of at least two-thirds community representatives and shall reflect the diversity of the community. To the extent possible, the Advisory Committee shall reflect the diversity of the school district and its school sites and include teachers, parents, support staff, students, and other community residents. Included in its membership should be:
 - a. The Director of Curriculum (or similar educational leader)
 - b. Principal
 - c. School Board Member
 - d. Student Representative
 - e. One teacher from each building or instructional level
 - f. Two parents from each building or instructional level
 - g. Two residents without school-aged children, non-representative of local business or industry
 - h. Two residents representative of local business or industry

- i. District Assessment Coordinator (if different from “a.” above)

[Note: This Advisory Committee composition is a model only.]

5. Translation services should be provided to the extent appropriate and practicable.

6. The Advisory Committee shall meet the following timeline each year:

Month: Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.

Month(s): Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.

Month(s): Review evaluation results and prepare recommendations.

Month: Present recommendations to the school board for its input and approval.

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

- F. Reporting

1. Consistent with ~~Minn. Stat. §~~Minnesota Statutes section 120B.36, Subd. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world’s best workforce. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with

school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.

2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.

Legal References:

Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota’s Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World’s Best Workforce)
Minn. Stat. § 120B.35 (Student Academic Achievement Levels and Growth)
Minn. Stat. § 120B.36 (School Accountability; ~~Appeals Process~~)
Minn. Stat. § 122A.40, ~~Subd. 8~~ (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, ~~Subd. 5~~ (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements Agreement)
Minn. Stat. § 123B.147, ~~Subd. 3~~ (Principals)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 ~~00-3501.0815~~ (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory

and High School Standards)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)

8.B.10. 806 Crisis Management Policy (Aug 2021)

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district administration, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their building-specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator has tailored building-specific crisis management plan to meet that building's specific situation and needs.

The school district's administration and/or the administration of each building shall maintain tailored building-specific crisis management plans. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Such crisis management plans shall be presented to the school board yearly. This Policy and the plans will be maintained and updated on an annual basis.

B. Elements of the District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating their building-specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency first responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the school district will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in the development of building-specific crisis management plans.

All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

- a. Lock-Down Procedures. Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in

the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.

b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.

c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building-specific crisis management plan.

2. Crisis-Specific Procedures. The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

3. School Emergency Response Teams

- a. Composition. The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator, and his or her alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.
- b. Leaders. The building administrator or his or her designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant

building-specific crisis management plans and shall receive periodic training on plan implementation.

2. Students and Parents. Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)
2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minn. Stat. § 299F.30. See Minn. Stat. § 121A.035.

6. A record of fire drills conducted at the building will be maintained in the building administrator's office.
7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office, or at a secondary location for single building school districts, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific building in need of emergency services.

School district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

F. Early School Closure Procedures

The superintendent will make decisions about closing school or buildings as early

in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. Designate specific rooms as private counseling areas.
3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
4. Prohibit media from interviewing or questioning students or staff.

5. Provide follow-up services to students and staff who receive counseling.
6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

Recovery Team

Recovery is an important part of a district emergency plan. Core team members are key administrators, and, depending on the incident, may include all or some of the following: superintendent; communications; human resources; business and finance; buildings and grounds; teaching and learning; student support services.

1. Physical/structural recovery

Ensuring the safety and usability of a building is the primary goal of physical and structural recovery. Physical damages must be assessed to determine the cost and feasibility of repairing or replacing structures or contents. Building and grounds personnel working with the district business/risk manager and insurance carrier will help to lead this function.

2. Fiscal recovery

Following a disaster, critical business functions of a school must be restored as soon as possible. Payroll systems, accounting and access to personnel and student data need to be available and operational. Fiscal/business recovery also involves planning for lines of succession for key administrators. Schools must have “continuity of operations plans” to ensure a smooth transition of authority and responsibility should top leadership be unable to function in their role due to a disaster or traumatic incident.

Fiscal and business recovery planning considerations:

- Assign responsibilities and determine who is in charge of fiscal services restoration
- Develop continuity of operations or succession plans
- Track expenditures and payments for the incident. Track overtime hours, rentals, supplies and equipment.
- Expedite contracting services needed immediately (clean up, debris removal, utility restoration)
- Apply for and administer recovery grant programs
- Back up electronic data files. Determine who is responsible, where the files will be stored and how the school’s technological functions will be restored

3. Academic recovery

Restoring the structure and routine of learning is the goal of academic recovery. Returning to the normal school day enhances the healing process. While changes in routine may occur due to the disaster or emergency, staff, students, and families working through the event will create a “new normal.”

4. Social/emotional recovery

Planning for social/emotional recovery is the responsibility of student support staff (nurses, school social workers, counselors, school psychologists) working with teachers, school administrators, and key community mental health agencies. This planning involves establishing partnerships and developing agreements between the school and community agencies, providing training for staff and recommending policies for school board consideration. Community-based resources need to be identified before an emergency or disaster so they are available for families needing assistance.

5. Recovery communications

There are many school stakeholders -- school board, staff, parents, students, and vendors -- that need information after an emergency response is over. Communication is key to getting timely, accurate information to a wide variety of audiences.

When the school is actively responding to an emergency, the district’s public information officer (PIO) works closely with the community’s PIO to coordinate statements and press releases with emergency responders.

During recovery, the district PIO works with school administrators and recovery team members to plan for the school’s continuing communication with internal and external audiences. Timeliness and accuracy are critical in disseminating recovery messages and controlling rumors.

The district may also designate a phone number for all “recovery” calls and/or provide an email contact on the web site for recovery inquiries. Communications staff monitors trends coming from these inquiries to help identify rumors and possible misinformation so corrective messages can be sent out immediately.

Recovery communication considerations:

- Identify and prioritize stakeholders and their need for information from the district

- Consider internal and external audiences, the kind of information each will need and the form and method of delivery used.
- Coordinate news briefings and parent meetings when necessary
- Determine authorship of communications from school administrators or subject matter experts
- Send frequent updates to key audiences in a timely manner
- Provide resources
- Communications staff controls rumors to the best of their ability by tracking down rumors and misinformation and respond with corrections
- Convey messages of resilience and a return to normalcy
- Keep school board members informed throughout and post incident

IV. SAMPLE PROCEDURES INCLUDED IN THIS POLICY

Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when articulating specific crisis management plans.

- A. Fire and hazardous materials, including biological and chemical threats
- B. Natural disasters, including severe weather, shelter in place procedures
- C. Bomb threats
- D. Utility emergencies
- E. Disturbances and medical emergencies
- F. Intruders and lock-down procedures

v. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school buildings. See MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites).

The school district shall implement procedures to minimize outside entry into

school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

Legal References: Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)
Minn. Rules Ch. 7511 (Fire Safety)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
https://dps.mn.gov/divisions/sfm/documents/2011comprehensiveschool_safetyguide.pdf

Policy Adopted: September 2004 / November 2006 / reviewed April 2009 / June 2015 / May 2016/ revised August 2021

Independent School District #110
Waconia, MN

9. BOARD COMMITTEE REPORTS

9.A. Self-Governance & Superintendent Relations
Committee

9.B. Finance & Facilities Committee

9.C. Policy & Advocacy Committee

9.D. District 110 Advisory Council

9.E. Schools for Equity in Education (SEE)
Representative

9.F. Southwest Metro Intermediate District 288
Representative

9.G. MSHSL Representative

9.H. Special Education Advisory Council

9.I. Community Education Advisory Council
Representative

9.J. Teaching & Learning Advisory Council
Representative

9.K. Chemical Abuse Advisory Council/HERO's

9.L. City of Waconia Liaison

10. PUBLIC COMMENT

11. ADJOURNMENT