

ISD 110 School Board Regular Meeting

Monday, February 24, 2025 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 Amott

2. **ANNOUNCEMENTS, ACKNOWLEDGMENTS, AND CORRESPONDENCE** **Presenter:** Chair Amott

2.A. Upcoming Meetings:

March 3 Finance & Facilities Committee 6pm @ District Office Conf. Rm B

March 3 School Board Work Session 7pm @ District Office Conf. Rm A

March 24 Policy Committee 6pm @ City Hall

March 24 Regular Meeting 7pm @ City Hall

3. **PUBLIC COMMENT**

4. **MINUTES OF PREVIOUS MEETING**

ISD 110 School Board Regular Meeting
Monday, January 27, 2025 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

Members present: Amott, Bergstrom, Rosin, Hagen, Wilson, Arnita

Members absent: Kelzer-Breeden

Call to order by Chair Amott

Motion by Bergstrom to adopt agenda

Hagen second

All in favor

Motion carried

2. ANNOUNCEMENTS, ACKNOWLEDGMENTS, AND CORRESPONDENCE

2.A. 2024 Master's Degree Achievements

2.B. Staff Spotlight: Secondary Schools (postponed)

2.C. Upcoming Meetings:

3. PUBLIC COMMENT

4. MINUTES OF PREVIOUS MEETING

Motion by Bergstrom to approve the minutes of the Dec 16 regular and Jan 6 organizational meetings

Hagen second

All in favor

Motion carried

5. CONSENT AGENDA

Motion by Wilson to approve Consent agenda

Rosin second

All in favor

Motion carried

5.A. Bills and Wire Transfers

5.B. Human Resource Items:

5.C. SiteLogiq December Invoice

5.D. Receipts of Donation

6. REPORTS

6.A. Student Representative Report

6.B. Administrative Presentation: WHS DECA Program

6.C. Finance Report

6.D. 2025-26 Enrollment Projections

7. ACTION ITEMS

7.A. Waconia High School IAQ Award Temperature Control Rebid

Motion by Bergstrom to approve Cool Air for Waconia High School IAQ Award Temperature Control Rebid

Hagen second

All in favor

Motion carried

7.B. Pay Equity Implementation Report

Motion by Bergstrom to approve Pay Equity Implementation Report

Rosin second

All in favor

Motion carried

7.C. Second Read Board Policies

Motion by Bergstrom to approve Second Read Board Policies

Hagen second

All in favor

Motion carried

7.C.1. 204 School Board Meeting Minutes

7.C.2. 425 Staff Development and Mentoring

7.C.3. 509 Enrollment of Nonresident Students

7.C.4. 709 Student Transportation Policy

7.C.5. 806 Crisis Management Policy

8. DISCUSSION ITEMS

9. BOARD COMMITTEE REPORTS

9.A. Self-Governance & Superintendent Relations Committee

9.B. Finance & Facilities Committee

9.C. Policy & Advocacy Committee

Bergstrom reported first committee meeting has taken place, first read policies are forthcoming

9.D. Schools Advocating for Fair Funding (SAFF) Representative

9.E. Southwest Metro Intermediate District 288 Representative

Amott reported: developing strategic vision, St. Boni site is fully staffed

9.F. MSHSL Representative

9.G. Special Education Advisory Council

9.H. Community Education Advisory Council Representative

Hagen reported: VPK is moving to sliding fee, PreK registration is open, ECFE evening classes offered, ECFE classes offered at library, construction projects could affect summer programming, Tae Kwon Do being offered, Softball numbers are highest ever, Gather & Grow offering \$10. CE program coupon for food donations – limited to 3 times per year.

9.I. Teaching & Learning Advisory Council Representative

9.J. City of Waconia Liaison

10. ADJOURNMENT

Motion by Bergstrom to adjourn

Hagen second

All in favor

Motion carried

Meeting adjourned at 8:01 PM

5. **CONSENT AGENDA**

Presenter: Chair
Amott

5.A. Bills and Wire Transfers

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	POST AMOUNT	MONTH
614212	A H HERMEL COMPANY	01/24/2025	R	339.98	January
614213	ABDEL-KHALIQ, NAKIA	01/24/2025	R	93.75	January
614214	AVIBEN	01/24/2025	R	823.55	January
614215	BIG WEST	01/24/2025	R	7,370.00	January
614216	BIO CORPORATION	01/24/2025	R	440.00	January
614217	BLUUM OF MINNESOTA LLC	01/24/2025	R	978.82	January
614218	BROWN, AUDREY	01/24/2025	R	75.00	January
614219	CARLSON, ETHAN	01/24/2025	R	75.00	January
614220	CATALYST SOURCING SOLUTIONS	01/24/2025	R	359.99	January
614221	CHILDREN'S THEATRE COMPANY	01/24/2025	R	1,065.00	January
614222	CHOICE ELECTRIC	01/24/2025	R	366.14	January
614223	COON RAPIDS FASTPITCH ASSOC	01/24/2025	R	400.00	January
614224	DANMAR PRODUCTS, INC	01/24/2025	R	201.25	January
614225	ECM PUBLISHERS, INC	01/24/2025	R	710.00	January
614226	FLINN SCIENTIFIC	01/24/2025	R	15.08	January
614227	FRED J MILLER INC.	01/24/2025	R	539.50	January
614228	GENEREUX, PAUL	01/24/2025	R	100.00	January
614229	GOLD MEDAL MPLS ML55	01/24/2025	R	1,433.49	January
614230	GORES, JOEY	01/24/2025	R	75.00	January
614231	GRAINGER	01/24/2025	R	39.20	January
614232	GRAND, TAYLOR	01/24/2025	R	680.00	January
614233	GREAT MINDS PBC	01/24/2025	R	50,325.90	January
614234	HAMMER SPORTS LLC	01/24/2025	R	278.00	January
614235	HANSON, CARTER	01/24/2025	R	93.75	January
614236	HANSON SPORTS LLC	01/24/2025	R	396.40	January
614237	HELLO SIMPLE LLC	01/24/2025	R	600.00	January
614238	INNOVATIONAL WATER SOLUTIONS I	01/24/2025	R	573.00	January
614239	INSIGHT PUBLIC SECTOR INC	01/24/2025	R	97.40	January
614240	KROENKE, MAX	01/24/2025	R	500.00	January
614241	KULLY SUPPLY COMPANY	01/24/2025	R	270.10	January
614242	LAKETOWN GYMNASTICS	01/24/2025	R	78.00	January
614243	LANO EQUIPMENT INC	01/24/2025	R	1,129.41	January
614244	LOFFLER COMPANIES	01/24/2025	R	416.83	January
614245	LVC COMPANIES INC	01/24/2025	R	6,758.58	January
614246	MACKENTHUN'S FINE FOODS	01/24/2025	R	2,788.89	January
614247	MASA/MASE	01/24/2025	R	515.00	January
614248	MEI TOTAL ELEVATOR SOLUTIONS	01/24/2025	R	791.00	January
614249	MNACTE-FOR ALL	01/24/2025	R	150.00	January
614250	MN CLAY CO USA	01/24/2025	R	117.04	January
614251	MRI SOFTWARE LLC	01/24/2025	R	88.50	January
614252	MUSIC MART	01/24/2025	R	352.00	January
614253	NAHAN, SHELLY	01/24/2025	R	672.00	January
614254	NORTH DAKOTA STATE UNIV	01/24/2025	R	500.00	January
614255	NOVAK, JANICE	01/24/2025	R	20.00	January
614256	PERFORMANCE APPAREL, LLC	01/24/2025	R	1,386.00	January
614257	PEPELKA, JACK	01/24/2025	R	75.00	January
614258	REASONER, MICHAEL	01/24/2025	R	148.00	January
614259	SAFARI ISLAND COMMUNITY CENTER	01/24/2025	R	63,425.72	January
614260	SELVEY, RICHARD	01/24/2025	R	80.00	January
614261	THIELEN BUS LINES INC	01/24/2025	R	3,985.00	January
614263	TRUE MECHANICAL LLC	01/24/2025	R	6,937.50	January
614264	UHL CO	01/24/2025	R	10,937.00	January
614265	UNITED FARMERS COOPERATIVE	01/24/2025	R	4,954.07	January
614266	UNIV OF WISCONSIN - MADISON	01/24/2025	R	1,000.00	January
614267	UNIVERSITY OF MN-DULUTH	01/24/2025	R	500.00	January
614268	UNIVERSITY OF LINCOLN-NEBRASKA	01/24/2025	R	1,500.00	January

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
614269	UNIVERSITY OF FLORIDA	01/24/2025	R	1,000.00	January
614270	WESTONKA SPEECH TEAM	01/24/2025	R	186.00	January
614271	AJ'S RECYCLING INC	01/30/2025	R	1,200.00	January
614272	AUDIO LOGIC SYSTEMS	01/30/2025	R	7,560.00	January
614273	BSN SPORTS LLC	01/30/2025	R	9,587.02	January
614274	CANON FINANCIAL SERVICES INC	01/30/2025	R	890.18	January
614275	CAPITAL ONE TRADE CREDIT	01/30/2025	R	303.67	January
614276	CLASSY THREADS INC.	01/30/2025	R	435.00	January
614277	ECM PUBLISHERS, INC	01/30/2025	R	212.00	January
614278	GAME ONE	01/30/2025	R	738.50	January
614279	GRAINGER	01/30/2025	R	594.24	January
614280	GREAT LAKES COCA-COLA DIST	01/30/2025	R	559.30	January
614281	HAMMER SPORTS LLC	01/30/2025	R	419.00	January
614282	HDL-HARDWARE DISTRIBUTORS, LTD	01/30/2025	R	187.93	January
614283	HEALTH-E PRO	01/30/2025	R	5,497.00	January
614284	HILLYARD/HUTCHINSON	01/30/2025	R	3,064.49	January
614285	HORIZON EQUIPMENT	01/30/2025	R	1,195.90	January
614286	INDIANHEAD FS DISTRIBUTOR, INC	01/30/2025	R	21,198.62	January
614287	INNOVATIVE OFFICE SOLUTIONS LL	01/30/2025	R	285.67	January
614288	KENNEDY CHOIR BOOSTERS INC	01/30/2025	R	700.00	January
614289	KOCH SCHOOL BUS SERVICE, INC	01/30/2025	R	344,032.62	January
614290	MINI BIFF LLC	01/30/2025	R	115.26	January
614291	OMGAA	01/30/2025	R	400.00	January
614292	PERFORMANCE FOODSERVICE	01/30/2025	R	1,728.25	January
614293	PREP TIME PRINTING	01/30/2025	R	84.00	January
614294	R.S. HUGHES CO INC	01/30/2025	R	1,317.33	January
614295	REGION V	01/30/2025	R	716.25	January
614296	RK PHOTOGRAPHY	01/30/2025	R	80.00	January
614297	SAFARI ISLAND COMMUNITY CENTER	01/30/2025	R	1,302.93	January
614298	SECURITY BANK & TRUST CO	01/30/2025	R	219,905.18	January
614299	SITELOGIQ, INC	01/30/2025	R	15,764.00	January
614300	SOUTHWEST METRO INTERMEDIATE D	01/30/2025	R	47,797.01	January
614301	STAPLES ADVANTAGE	01/30/2025	R	106.55	January
614302	TRIO SUPPLY COMPANY	01/30/2025	R	1,177.02	January
614303	TRUE MECHANICAL LLC	01/30/2025	R	1,064.50	January
614304	WACONIA CHAMBER OF COMMERCE	01/30/2025	R	35.00	January
614305	WACONIA LAKE'TTES DANCE	01/30/2025	R	1,815.00	January
614306	WAYZATA HIGH SCHOOL	01/30/2025	R	161.00	January
614307	WINSTED SOLAR LLC	01/30/2025	R	2,001.02	January
614308	WOLFBAUER MATSIDE PROD	01/30/2025	R	650.00	January
614309	EYE MED-FIDELITY SECURITY LIFE	01/31/2025	R	1,996.06	January
614310	MN SCHOOL EMPLOYEES ASSOCIATIO	01/31/2025	R	1,422.44	January
614311	NCPERS GROUP LIFE INS	01/31/2025	R	96.00	January
614312	SCHOOL SERVICE EMPLOYEES	01/31/2025	R	815.42	January
614313	WACONIA EDUCATION ASSOCIATION	01/31/2025	R	12,434.25	January
614314	SPECIAL OLYMPICS OF MN	02/03/2025	R	6,192.05	February
614315	AMAZON CAPITAL SERVICES	02/04/2025	R	7,770.36	February
614316	ADAMS PEST CONTROL CO INC	02/07/2025	R	463.00	February
614317	ALL STAR TROPHY & AWARDS INC	02/07/2025	R	927.25	February
614318	AVIBEN	02/07/2025	R	265.13	February
614319	BACH, MATTHEW	02/07/2025	R	72.00	February
614320	BAKER, MICHAEL	02/07/2025	R	134.00	February
614321	BARNES & NOBLE	02/07/2025	R	13.55	February
614322	BEACON ATHLETICS LLC	02/07/2025	R	589.00	February
614323	BEECH, SPENCER	02/07/2025	R	145.00	February
614324	BEHRENS, CHARLES	02/07/2025	R	75.00	February

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614325	BERGERON, JASON	02/07/2025	R	181.00	February
614326	BERNDGEN, DAVID	02/07/2025	R	181.00	February
614327	BISSONETTE, ROBERT	02/07/2025	R	162.00	February
614328	BJORKLUND COMPENSATION LLC	02/07/2025	R	500.00	February
614329	BLUUM OF MINNESOTA LLC	02/07/2025	R	349.86	February
614330	BOISJOLIE, TIMOTHY	02/07/2025	R	113.00	February
614331	BOS, COLIN	02/07/2025	R	94.00	February
614332	BURAU, DREW	02/07/2025	R	95.00	February
614333	CARLSON, EMMA	02/07/2025	R	75.00	February
614334	COMM ED - EASTERN CARVER COUNT	02/07/2025	R	13,280.00	February
614335	COOK, ANDREW	02/07/2025	R	162.00	February
614336	COUNTRYSIDE FLAGPOLE	02/07/2025	R	1,175.00	February
614337	DEEP ROOTS ENGINEERING	02/07/2025	R	500.00	February
614338	DOFFING, JORDAN	02/07/2025	R	99.00	February
614339	DOYLE, LAUREN	02/07/2025	R	181.00	February
614340	DRENNAN, CHRIS	02/07/2025	R	229.00	February
614341	ELLINGSON, JIM	02/07/2025	R	200.00	February
614342	EVANS, MASON	02/07/2025	R	181.00	February
614343	FRANCZAK, JOHN	02/07/2025	R	134.00	February
614344	GENERAL SPORTS	02/07/2025	R	2,395.00	February
614345	GOPHER SPORT	02/07/2025	R	359.27	February
614346	GOPHER STATE ONE CALL, INC	02/07/2025	R	50.00	February
614347	GRAINGER	02/07/2025	R	150.36	February
614348	GRALAPP, CRAIG	02/07/2025	R	201.00	February
614349	GRAMS, RYAN	02/07/2025	R	95.00	February
614350	GRAND, TAYLOR	02/07/2025	R	340.00	February
614351	GRIMM, LAUREN	02/07/2025	R	75.00	February
614352	HAHN, RYAN	02/07/2025	R	164.00	February
614353	HAMMER SPORTS LLC	02/07/2025	R	701.00	February
614354	HEGER'S DAIRY LLC	02/07/2025	R	10,141.73	February
614355	HELEN SOLAR LLC	02/07/2025	R	1,659.29	February
614356	HEMZE, JON	02/07/2025	R	25.00	February
614357	HERRMANN, ERIC	02/07/2025	R	310.00	February
614358	HERZOG, JASON	02/07/2025	R	280.00	February
614359	HILLYARD/HUTCHINSON	02/07/2025	R	430.10	February
614360	IEA, INC	02/07/2025	R	857.10	February
614361	INDIANHEAD FS DISTRIBUTOR, INC	02/07/2025	R	37,388.94	February
614362	INFINITE HEALTH COLLABORATIVE	02/07/2025	R	412.50	February
614363	INNOVATIVE OFFICE SOLUTIONS LL	02/07/2025	R	52.55	February
614364	JESSEN, CHRIS	02/07/2025	R	175.00	February
614365	KELLY, JASON	02/07/2025	R	310.00	February
614366	KOCKELMAN, DEAN	02/07/2025	R	95.00	February
614367	KOMPAN, INC	02/07/2025	R	513.74	February
614368	LADUKE, ROBERT	02/07/2025	R	95.00	February
614369	LILLEMOEN, JON	02/07/2025	R	113.00	February
614370	LOFFLER COMPANIES	02/07/2025	R	572.90	February
614371	LUESSENHEIDE, RYAN	02/07/2025	R	95.00	February
614372	MAHONEY, JEFFREY	02/07/2025	R	310.00	February
614373	MAJERUS, LANDON	02/07/2025	R	75.00	February
614374	MCLEAN, JON	02/07/2025	R	95.00	February
614375	METRONET	02/07/2025	R	1,891.23	February
614376	MEYER, JULIA	02/07/2025	R	100.00	February
614377	MILLER, RHONDI	02/07/2025	R	100.00	February
614378	MISNER, MICHAEL	02/07/2025	R	99.00	February
614379	MN DNR - OMB	02/07/2025	R	1,055.11	February
614380	MOORE, CHARLES	02/07/2025	R	162.00	February

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614381	NORTH DAKOTA STATE UNIV	02/07/2025	R	500.00	February
614382	NELSON, DAN	02/07/2025	R	180.00	February
614383	NICKLAUS, TODD	02/07/2025	R	134.00	February
614384	NORDNESS, OLIVER	02/07/2025	R	82.00	February
614385	OFFICE OF MNIT SERVICES	02/07/2025	R	17.85	February
614386	ONDREY, JOHN	02/07/2025	R	134.00	February
614387	PERFORMANCE FOODSERVICE	02/07/2025	R	1,176.64	February
614388	PETERSON, ERIK	02/07/2025	R	82.00	February
614389	PIVOTALOGIC, INC.	02/07/2025	R	8,333.33	February
614390	PLAY SOFTBALL	02/07/2025	R	1,185.00	February
614391	PRIOR LAKE HIGH SCHOOL SPEECH	02/07/2025	R	175.00	February
614392	RENNEBERG HARDWOODS INC.	02/07/2025	R	3,488.47	February
614393	ROTHSTEIN, COLETTA	02/07/2025	R	75.00	February
614394	RYCHNER, ROBERT	02/07/2025	R	180.00	February
614395	SANTAVY, KEVIN	02/07/2025	R	175.00	February
614396	SCHMEICHEL, DAVID	02/07/2025	R	162.00	February
614397	SCHOLASTIC BOOK FAIRS-15	02/07/2025	R	1,158.04	February
614398	SELVEY, RICHARD	02/07/2025	R	56.00	February
614399	SHRED-N-GO - 446138	02/07/2025	R	171.00	February
614400	SIDLE, DANIEL	02/07/2025	R	181.00	February
614401	SKYWARD ACCOUNTING DEPT	02/07/2025	R	250.00	February
614402	SONNEK, JONATHAN	02/07/2025	R	75.00	February
614403	STAPLES ADVANTAGE	02/07/2025	R	584.28	February
614404	STARKS, QUINCY	02/07/2025	R	162.00	February
614405	STURGES, SHANE	02/07/2025	R	134.00	February
614407	TRIO SUPPLY COMPANY	02/07/2025	R	277.94	February
614408	TWIN CITIES SOCCER LEAGUES	02/07/2025	R	2,369.00	February
614409	VITKOSKY, WAYNE	02/07/2025	R	114.00	February
614410	WASNESS, SANDY	02/07/2025	R	56.00	February
614411	WATERTOWN-MAYER YOUTH SOFTBALL	02/07/2025	R	750.00	February
614412	WAUDBY, JEREMY	02/07/2025	R	181.00	February
614413	WISE, GREGORY	02/07/2025	R	100.00	February
614414	WITZEL, GAIL ANN	02/07/2025	R	100.00	February
614415	WYATT, COLTON	02/07/2025	R	100.00	February
614416	WACONIA EDUCATION ASSOCIATION	02/14/2025	R	12,434.25	February
614417	ALPHA WIRELESS COMMUNICATIONS	02/14/2025	R	378.00	February
614418	AMPION PBC	02/14/2025	R	5,112.24	February
614419	BACH, JACOB	02/14/2025	R	75.00	February
614420	BATTERIES R US	02/14/2025	R	1,755.87	February
614421	BEHIND THE MASK	02/14/2025	R	375.00	February
614422	BEHRENS, CHARLES	02/14/2025	R	50.00	February
614423	BELLE PLAINE FASTPITCH ASSOC	02/14/2025	R	1,125.00	February
614424	BENNETT, GRANT	02/14/2025	R	75.00	February
614425	BIFFS, INC	02/14/2025	R	196.00	February
614426	BUSH, ANDREW	02/14/2025	R	75.00	February
614427	CARLSON, EMMA	02/14/2025	R	75.00	February
614428	CARLSON, ETHAN	02/14/2025	R	75.00	February
614429	CDW GOVERNMENT LLC	02/14/2025	R	1,516.19	February
614430	CHOICE ELECTRIC	02/14/2025	R	4,600.00	February
614431	CITY OF WACONIA	02/14/2025	R	10,273.75	February
614432	COLONY PLAZA, INC	02/14/2025	R	286.03	February
614433	COMMUNITY CLUB TOURS	02/14/2025	R	192.00	February
614434	DRAMATIC PUBLISHING	02/14/2025	R	65.30	February
614435	DYKSTRA, ETHAN	02/14/2025	R	50.00	February
614436	EARLEY, MATTHEW	02/14/2025	R	258.00	February
614437	GATEWAY MUSIC FESTIVALS & TOUR	02/14/2025	R	25,535.00	February

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614438	GOOSE LAKE AUTO PARTS	02/14/2025	R	1,013.88	February
614439	GORES, JOEY	02/14/2025	R	75.00	February
614440	GRAINGER	02/14/2025	R	248.95	February
614441	HAMMER SPORTS LLC	02/14/2025	R	423.00	February
614442	HAPPY FEET SOCCER TWIN CITIES	02/14/2025	R	792.00	February
614443	HEIBERGER, BENJAMIN	02/14/2025	R	75.00	February
614444	HILLYARD/HUTCHINSON	02/14/2025	R	12,767.57	February
614445	JONES SCHOOL SUPPLY	02/14/2025	R	18.36	February
614446	JORDAN GIRLS FASTPITCH ASSOC.	02/14/2025	R	400.00	February
614447	JORDAN HIGH SCHOOL SPEECH TEAM	02/14/2025	R	147.00	February
614449	LAKEVIEW CLINIC	02/14/2025	R	272.29	February
614450	LANO EQUIPMENT INC	02/14/2025	R	3,452.74	February
614451	LOFFLER COMPANIES	02/14/2025	R	2,433.94	February
614452	LVC COMPANIES INC	02/14/2025	R	1,605.00	February
614453	MAGFA	02/14/2025	R	1,200.00	February
614454	MAJERUS, LANDON	02/14/2025	R	50.00	February
614455	MID-COUNTY CO-OP	02/14/2025	R	173.38	February
614456	MN DECA	02/14/2025	R	2,292.00	February
614457	MN SAFETY COUNCIL	02/14/2025	R	161.00	February
614458	MUSIC MART	02/14/2025	R	815.46	February
614459	NCS PEARSON, INC	02/14/2025	R	279.84	February
614460	NELSON PIANO SERVICE	02/14/2025	R	245.00	February
614461	NICKLAUS, MARK	02/14/2025	R	168.00	February
614462	PERFORMANCE FOODSERVICE	02/14/2025	R	672.02	February
614463	PLANSOURCE BENEFITS ADMIN INC	02/14/2025	R	3,219.36	February
614464	PEPELKA, JACK	02/14/2025	R	75.00	February
614465	REED WHOLESALE & OCS	02/14/2025	R	1,313.50	February
614466	REEVES, CAITLYN	02/14/2025	R	100.00	February
614467	RIVERSIDE INSIGHTS	02/14/2025	R	704.00	February
614468	RK PHOTOGRAPHY	02/14/2025	R	150.00	February
614469	SCHOLASTIC LIBRARY PUBLISHING	02/14/2025	R	623.00	February
614470	SHIFFLER EQUIP SALES, INC	02/14/2025	R	323.33	February
614471	SMITH, CLAYTON	02/14/2025	R	181.00	February
614472	SONNEK, JONATHAN	02/14/2025	R	125.00	February
614473	SOUTHWEST METRO INTERMEDIATE D	02/14/2025	R	18,375.00	February
614474	SOUTHWEST MN STATE UNIV	02/14/2025	R	12,540.00	February
614475	SQUIRES,WALDSPURGER & MACE PA	02/14/2025	R	3,514.46	February
614476	STARR, CHRISTINE	02/14/2025	R	4,760.00	February
614477	TERRAFORM PHOENIX II ARCADIA	02/14/2025	R	161.84	February
614478	TINTES, MATTHEW	02/14/2025	R	529.00	February
614479	TRIO SUPPLY COMPANY	02/14/2025	R	1,068.08	February
614480	TRUE MECHANICAL LLC	02/14/2025	R	1,260.00	February
614481	UHL CO	02/14/2025	R	610.01	February
614482	UNITED FARMERS COOPERATIVE	02/14/2025	R	2,302.96	February
614483	WATERTOWN-MAYER YOUTH SOFTBALL	02/14/2025	R	375.00	February
614484	WEX BANK	02/14/2025	R	791.00	February
614485	WOELFEL, KADEN	02/14/2025	R	150.00	February
614486	WOYNO & ASSOCIATES LLC	02/14/2025	R	10,495.07	February
614487	ZARNOH BRUSH WORKS INC	02/14/2025	R	525.00	February
202400723	EDUCATIONAL SUPPORT PARA UNION	01/15/2025	W	1,423.00	January
202400725	LIFE INS CO OF NORTH AMERICA	01/15/2025	W	4,350.78	January
202400731	ONEBRIDGE BENEFITS, INC.	01/15/2025	W	4,888.31	January
202400735	INTERNAL REVENUE SERVICE	01/15/2025	W	222.41	January
202400736	MN DEPT OF REVENUE	01/15/2025	W	39.89	January
202400737	PERA	01/15/2025	W	139.55	January
202400738	MASBO	02/10/2025	W	250.00	February

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	POST AMOUNT	MONTH
202400739	ALDI	02/10/2025	W	286.11	February
202400742	TARGET BANK	02/10/2025	W	435.75	February
202400743	FANTASIA TRADING LLC	02/10/2025	W	2,994.00	February
202400747	TEACHERS SYNERGY, LLC	02/10/2025	W	183.00	February
202400748	HOLIDAY INN EXPRESS HOTEL	02/10/2025	W	4,094.30	February
202400749	WACONIA CHAMBER OF COMMERCE	02/10/2025	W	105.00	February
202400750	EQUIPARTS CORP	02/10/2025	W	106.66	February
202400751	MINNEAPOLIS ATHENA AWARDS	02/10/2025	W	156.13	February
202400752	LIGHTING SUPPLY	02/10/2025	W	75.97	February
202400754	GUTHRIE THEATER	02/10/2025	W	3,822.00	February
202400755	BOOMERANG PROJECT	02/10/2025	W	3,850.00	February
202400756	MN VALLEY ELECTRIC CORP	02/10/2025	W	28,094.79	February
202400759	PRINTFUL	02/10/2025	W	2,835.94	February
202400760	DOMINO'S PIZZA	02/10/2025	W	146.16	February
202400762	CLIFTONLARSONALLEN	02/10/2025	W	4,371.55	February
202400763	ART OF EDUCATION UNIV LLC	02/10/2025	W	152.00	February
202400764	VITAMINK12 LLC	02/10/2025	W	300.00	February
202400765	COUNTRY INN & SUITES	02/10/2025	W	1,593.60	February
202400766	DOLLAR TREE	02/10/2025	W	2.50	February
202400768	ROCKET SCIENCE GROUP, LLC	02/10/2025	W	300.00	February
202400770	PEAR DECK	02/10/2025	W	149.99	February
202400771	MSHSCA	02/10/2025	W	58.50	February
202400772	BATTERIES PLUS BULBS	02/10/2025	W	64.50	February
202400773	META	02/10/2025	W	8.14	February
202400774	VIMEO	02/10/2025	W	108.00	February
202400782	AT&T MOBILITY	01/03/2025	W	147.37	January
202400783	QUADIENT FINANCE USA, INC	01/24/2025	W	744.80	January
202400784	XCEL ENERGY	01/27/2025	W	89.62	January
202400785	CENTERPOINT ENERGY	01/29/2025	W	72,189.11	January
202400786	BLUE CROSS AND BLUE SHIELD OF	01/21/2025	W	704,976.73	January
202400788	EDUCATIONAL SUPPORT PARA UNION	01/31/2025	W	1,388.67	January
202400789	INTERNAL REVENUE SERVICE	01/31/2025	W	270,191.25	January
202400790	LIFE INS CO OF NORTH AMERICA	01/31/2025	W	6,250.76	January
202400791	MN CHILD SUPPORT PYMT CENTER	01/31/2025	W	128.00	January
202400792	MN DEPT OF REVENUE	01/31/2025	W	41,992.80	January
202400793	MN TEACHERS RETIREMENT ASSN	01/31/2025	W	154,402.13	January
202400794	PERA	01/31/2025	W	48,079.22	January
202400795	AVIBEN	01/31/2025	W	65,081.79	January
202400796	ONEBRIDGE BENEFITS, INC.	01/31/2025	W	4,888.31	January
202400798	INTERNAL REVENUE SERVICE	01/31/2025	W	301.45	February
202400800	MN DEPT OF REVENUE	01/10/2025	W	1,027.00	January
202400800	MN DEPT OF REVENUE	01/31/2025	W	53.31	February
202400801	PERA	01/31/2025	W	187.47	February
202400802	AVIBEN	01/31/2025	W	56.84	February
202400803	SECURITY BANK & TRUST CO	01/31/2025	W	71.95	January
202400804	AUTHORIZE.NET	01/02/2025	W	20.00	January
202400805	EDUTRAK LLC	01/10/2025	W	3,839.80	January
202400806	ONEBRIDGE BENEFITS, INC.	01/16/2025	W	975.00	January
202400807	BRI PARENT, INC	01/31/2025	W	392.25	January
202400808	PMA SECURITIES LLC	01/15/2025	W	247.13	January
202400809	BOND TRUST SERVICES CORP	01/28/2025	W	6,922,803.13	January
202400810	US BANK	01/29/2025	W	1,223,131.25	January
202400814	INTERNAL REVENUE SERVICE	02/14/2025	W	277,690.66	February
202400816	MN CHILD SUPPORT PYMT CENTER	02/14/2025	W	128.00	February
202400817	MN DEPT OF REVENUE	02/14/2025	W	43,069.06	February
202400818	MN TEACHERS RETIREMENT ASSN	02/14/2025	W	155,883.42	February

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
202400819	PERA	02/14/2025	W	51,906.02	February
202400820	AVIBEN	02/14/2025	W	64,984.73	February
242500065	AMOTT, KELLY	01/30/2025	A	64.00	January
242500066	GERSICH, BRIAN	01/30/2025	A	136.72	January
242500067	SPARBY, PAUL	01/30/2025	A	44.00	January
242500068	WOYNO, IVAN	01/30/2025	A	120.00	January
242500069	KLEIN, DANIEL	02/07/2025	A	24.99	February
242500070	RAETHER, KELLY JO	02/07/2025	A	180.00	February
242500071	ROSIN, RYAN	02/07/2025	A	69.66	February

Totals for checks 11,353,032.62

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
01	General	1,758,074.53	0.00	1,265,027.45	3,023,101.98
02	Food Service	69,279.54	0.00	107,987.44	177,266.98
04	Community Service	104,548.91	0.00	69,962.99	174,511.90
06	Building Construction	0.00	0.00	15,764.00	15,764.00
07	Debt Redemption	0.00	0.00	7,956,453.13	7,956,453.13
08	Trust	0.00	0.00	5,687.50	5,687.50
45	OPEB Irrevocable Trust Fund	0.00	0.00	247.13	247.13
***	Fund Summary Totals ***	1,931,902.98	0.00	9,421,129.64	11,353,032.62

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

5.B. Human Resource Items

Presenter: Dr. Enid
Schonewise, Director
of Human Resources

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

BOARD OF EDUCATION

Regular Meeting –February 24, 2025

AGENDA SECTION: APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

AGENDA ITEM: Human Resources Recommendations

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

Employment

Bender, Kimberly Replacement	Physical Education Teacher Long-Term Substitute Attach K	WMS
Coyle, Julie Replacement	Educational Assistant (SPED) 6.5 Hours/day; 175 Days	BV
Greer, Angie Return from Extended Leave	Grade 4 Teacher 1.0 FTE; 184 Days	LT
Hedstrom, Hunter Replacement	Educational Assistant (SPED) 6.5 Hours/day; 175 Days	BV
Mendoza, Cristy Replacement	Educational Assistant (SPED) 6.5 Hours/day; 175 Days	BV
Olson, Erik Return from Extended Leave	Spanish Teacher, Technology Integration Teacher 1.0 FTE; 184 Days	WHS
Schuler, Amber Replacement	Preschool Teacher Long-Term Substitute Attach K	Comm Ed

Employee Status Changes

Wabbe, Sarah, Educational Assistant (Special Education), From 5.5 hours/day to 6 hours/day at WEC

Leaves of Absence

Extended Leave of Absence

Retirements/Resignations/Terminations

Bates, Lucy, Educational Assistant (SPED) at BV

Kelzer, Susan, Educational Assistant (SPED) at BV

Koosmann, Tara, Administrative Assistant III at SV

Manjarrez, Igancio, Custodial Cleaner at WMS

Manjarrez, Zulema, Custodial Cleaner at WMS

Wothe, Stacy, Educational Assistant (SPED) at BV

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

5.C. Dissolution of Bread Machine

Presenter: Pam
Carman, Director of
Finance and
Operations



MEMORANDUM

TO: ISD 110 School Board

FROM: Pam Carman, Director of Finance & Operations
Barb Schank, Director of Nutrition Services

DATE: February 24, 2025

SUBJECT: Declaration of Obsolete Equipment and Sale - Bread Rounder

In accordance with Policy 802: Disposition of Obsolete Equipment and Material, the Finance Committee has reviewed the status of the Horizon Equipment Model No. S302 (Combination Dough Divider/Rounder) and recommends its formal declaration as obsolete. The district has secured a sale price of \$15,000 for the equipment.

I respectfully request Board approval to declare the equipment obsolete and authorize the sale as outlined in the attached Finance Committee memorandum dated February 10, 2025.



MEMORANDUM

TO: ISD 110 Finance Committee

FROM: Pam Carman, Director of Finance & Operations

DATE: February 10, 2025

SUBJECT: Disposal of the Bread Rounder Equipment in Compliance with Policy #802

Background

During a recent audit and internal review, it was identified that district procedures related to Policy 802: Disposition of Obsolete Equipment and Material were not followed in the sale of a Horizon Equipment Model No. S302 (Combination Dough Divider/Rounder).

- Original purchase price: \$32,931.76
- Depreciated value: \$30,736.31
- Final sale price: \$15,000.00

The purpose of this update is to share how the process has been reviewed with School Nutrition Department staff and how together, we are implementing corrective actions to ensure full compliance with Policy 802.

Process Review & Future Compliance with Policy 802

To prevent future missteps and to align with best practices in financial stewardship, the following steps have been reviewed:

Consultation with Director of Finance and Operations

- Before attempting to sell or dispose of any capitalized asset, staff members will first consult with the Director of Finance and Operations to discuss a plan and ensure compliance with Policy 802 throughout the process.

Board Approval Prior to Sale

- All capitalized assets identified as obsolete will be reviewed with the Finance Committee first, and then placed on the School Board's agenda for approval before disposal.
- The Board must officially declare the asset obsolete before any sale proceeds.

Required Financial Details

- Obsolete asset requests must include:
 - Original purchase price
 - Depreciated value
 - Competitive quotes obtained prior to sale

Competitive Bidding Compliance

- In accordance with Policy 802, assets will only be sold after obtaining multiple competitive quotes to ensure fairness and transparency.

Next Steps:

The formal declaration of this equipment as obsolete and the approval of the \$15,000 sale will be placed on the Consent Calendar for the February 24, 2025, School Board meeting.



He... filleth thee with the finest of wheat. Psalm 147:14

ovenfreshdelivery.com

November 8, 2024

Scale-O-Matic S302 – Serial # 5377

\$15,000.00

This is an offer for the purchase of this machine. Machine will be paid in full with check before machine is picked up.

Judah T. Bruno/ Bakery Manager



Contract

07/19/2024

Project:
Waconia High School
1650 COMMUNITY DRIVE
Waconia, MN 55387

From:
Horizon Equipment
Chris Kauls
1960 Seneca Rd.
Eagan, MN 55122
(651) 452-9118
(651) 452-9118 566 (Contact)

Job Reference Number: 25620

Item	Qty	Description	Net	Net Total
1	1 ea	DIVIDER Custom Model No. AM-302 Purchase Price AM - Mfg. - S302 divider	\$8,000.00	\$8,000.00
			ITEM TOTAL:	\$8,000.00
			Total	\$8,000.00

Waconia High School

Initial: _____
Page 1 of 4

GENERAL TERMS & CONDITION

1. **General.** The sale by SELLER (as defined on the front of this document) of any products or services to Purchaser shall be subject to the following terms and conditions, and the terms and conditions stated on the face page of the Seller's Conditional Sales Contract to which these terms and conditions are attached or on any Seller invoice accompanying the products or services sold by Seller (the "Terms and Conditions"). THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PURCHASER AND SELLER WITH RESPECT TO THE GOODS AND SERVICES FURNISHED BY SELLER. NO REPRESENTATION, PROMISE, OR CONDITION NOT SET FORTH HEREIN HAS BEEN RELIED UPON BY PURCHASER OR SHALL BE BINDING ON EITHER PARTY HERETO.
2. **Other Documents.** These Terms and Conditions are in lieu of and replace any and all terms and conditions set forth in any documents issued by Purchaser. AND ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS ON ANY SUCH DOCUMENT ISSUED BY PURCHASER AT ANY TIME ARE HEREBY OBJECTED TO AND REJECTED BY SELLER, SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON SELLER. No waiver or amendment to these Terms and Conditions shall be binding on Seller unless made in a writing expressly stating that it is such a waiver or amendment and signed by Seller.
3. **Contract of Sale.** Any quotation given by Seller to Purchaser will be valid for the period stated on the Quotation, and if no period is stated, the Quotation is valid for 30 days from the date of the Quotation. All offers to purchase, and orders of Purchaser are subject to final acceptance by and are not binding upon Seller until accepted by an authorized officer of Seller at its offices in Eagan, MN. Orders accepted by Seller are not subject to cancellation by Purchaser without the written consent of Seller.
4. **Payment Terms.** Terms of payment are within Seller's sole discretion and, unless credit terms are otherwise agreed to by Seller, payment must be received by Seller prior to delivery of products or upon performance of services by Seller. Unless otherwise stated, all prices will be stated, and all payments must be made in U.S. Dollars. If credit terms have been agreed to by Seller, invoices are due and payable within thirty (30) days after the date of the invoice unless otherwise noted on the face page of the Purchase Order or Quotation or on Seller's invoice. Seller may invoice parts of an order separately. Purchaser agrees to pay interest on all past due sums at the lesser of 1.5% per month or the highest rate allowed by law, and to pay all costs of collection, including costs of litigation and reasonable attorney's fees incurred by Seller.
5. **Security Interest.** If goods or products are sold to Purchaser on credit, Purchaser hereby grants Seller a purchase money security interest in such goods and products, and in all attachments, accessories, improvements, replacements and proceeds, including insurance proceeds, resulting from any sale, assignment or other conveyance, or damage or destruction thereof (collectively, the "Collateral"), as security for the payment of all indebtedness of Purchaser to Seller. Purchaser further authorizes Seller to file one or more financing statements with such governmental offices as Seller deems appropriate naming Purchaser as Debtor and Seller as Secured Party describing the Collateral, or to note the security interest on any certificate of title evidencing ownership of the products. Seller shall have all the rights and remedies of a secured party under the Minnesota Uniform Commercial Code which rights and remedies, to the extent permitted by law, shall be cumulative.
6. **Delivery Schedules.** Stated Seller delivery schedules or dates are estimates only and not a commitment as to delivery on specific dates.
7. **Shipping and Delivery.** All shipments are made FOB Seller's shipping point, unless otherwise noted. If the contract requires delivery of the goods to the purchase, delivery shall take place when physical possession of the Goods is given to the Purchaser or to a carrier for shipment to the Purchaser whichever comes first. Purchaser authorizes Seller to deliver the Goods in installments as they become available for delivery. Unless otherwise noted, sales prices do not include freight, shipping or handling charges. Separate charges for freight, shipping and handling will be shown on Seller's invoice(s). The Purchaser must make all claims for breakage, loss, delay and damage to the carrier. In the absences of directions, goods will be shipped by the method and via a carrier that the Seller believes dependable.
8. **Title and Risk of Loss.** Title and risk of loss and responsibility for the products shall pass to Purchaser upon delivery as provided in Section 6 above.
9. **Taxes.** Unless otherwise indicated, sales prices do not include, and Purchaser is responsible for and agrees to pay (unless Purchaser shall provide Seller at the time an order is submitted with exemption certificate or other documents acceptable to taxing or customer authorities), all sales, use value added, exercise and all other federal, state or local or foreign taxes, import or customs fees and duties

Waconia High School

Initial: _____
Page 2 of 4

associated with an order, however designated, except for Seller's franchise taxes and taxes on Seller's net income. If applicable, a separate charge for taxes will be shown on Seller's invoice.

10. **Maintenance and Repairs.** So long as Seller retains a security interest in the Goods, Purchaser agrees to maintain the Goods in good repair and not to permit the same to be removed from its possession or to be attached, levied upon or assessed against, not to permit any lien, encumbrance or adverse claim of any kind to be made against the Goods and to pay all taxes and indebtedness of every kind levied or assessed against the Goods or in connection with this Agreement. If Purchaser fails to maintain the Goods or fails to do any of the other things required of it under this Agreement, then Seller may, at its option, pay or do the same, and any money so paid by Seller shall be added to the amount due Seller and shall be repayable to Seller by Purchaser immediately upon demand by Seller, together with interest as provided in Section 4 above.

11. **Returns.** No returns will be accepted without the prior approval of the Seller. A Return Authorization Number must be given by Seller prior to Products being shipped, freight prepaid, by Buyer. Any damage in transit to Products being returned is Buyer's responsibility. All accepted returns are subject to a 35% restocking charge. Returns that have been approved by Seller must be received within thirty (30) days after approval. Returns will not be considered after sixty (60) days from date of original notice. Returns must be made in original factory packaging/crate.

12. **LIMITED WARRANTY AND DISCLAIMER OF ADDITIONAL WARRANTY.** ALL GOODS AND SERVICES ARE SOLD BY SELLER "AS IS" AND SELLER SPECIFICALLY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR USAGE OF TRADE. This provision does not affect warranties that may be provided by the manufacturer of the Goods. If there is a manufacturer's warranty with respect to Goods acquired by Purchaser from Seller, Seller is not a party to it and such warranty is between the manufacturer and Purchaser.

13. **LIMITATION OF LIABILITY; EXCLUSION OF CONSEQUENTIAL DAMAGES.** SELLER'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND, INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, NEGLIGENCE AND STRICT LIABILITY IN TORT, FOR LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM GOODS BY SELLER, OR THE PURCHASE USE OR PERFORMANCE OF THE GOODS SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID FOR SUCH GOODS. IN ADDITION, IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR THIRD PARTIES FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OR PROFITS OR REVENUE, LOSS OF USE OF THE GOODS, COST OF CAPITAL OR CLAIMS BY PURCHASER, PURCHASER'S CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PROPERTY DAMAGES OR PERSONAL INJURY. No Liability whatever shall attach to Seller if Seller has not received complete payment for Goods or services provided by Seller. The failure of any of the Goods purchased by the Purchaser to fulfill any applicable warranty shall not affect the liability of Purchaser to Seller with respect to any such Goods or obligation of Purchaser to Seller. Seller shall make commercially reasonable efforts to assist Purchaser in obtaining proper adjustments under any applicable manufacturer's warranty. The foregoing is intended as a complete allocation of the risk between the parties. Because the bargain struck and the price paid reflect such allocation this limitation upon remedies will not have failed of its essential purpose. Some states do not allow the exclusion or limitation of incidental or consequential damages.

14. **Default.** If Purchaser fails to pay when due any amounts owing Seller, or to perform any other obligation to Seller hereunder or otherwise, or if Purchaser admits in writing its inability to pay its debts generally as they become due or if Purchaser becomes insolvent, makes an assignment or liquidation proceedings, or actual or constructive rejection by a bankruptcy trustee, or if there shall be instituted by or against Purchaser any proceeding for the appointment of a receiver from any Purchaser's Property, or if Seller reasonably believes that Purchaser is unable to meet its debts as they become due, then Seller may, in addition to all other rights, declare any amounts due Seller to be immediately due and payable. In addition, Seller may, upon notice to Purchaser at any time, terminate all of Seller's obligation under this or any other agreement with Purchaser.

15. **Waiver.** The failure of Seller to insist upon performance of any provision in this contract shall not be construed as waiving the provision and it shall remain in effect.

16. **Notices.** All notices required or permitted in this Agreement shall be in writing and sent by certified U.S. mail, postage prepaid, to Seller or Purchaser at the address stated on the face page of this contract or to the address as either party may from time to time advise in writing.

17. **Modification.** No modification or amendment of this Agreement shall be effective unless written on the Agreement and initialed by Seller's Authorized representative or contained in separate writing signed by Purchaser and Seller's authorized representative. Other statements or actions by sales people or others shall not be valid unless and until so written and accepted as required.

Horizon Equipment

07/19/2024

18. **Attorney's Fees.** In any action or suit arising out of this Agreement, the losing party shall pay to the prevailing party reasonable attorney's fees and all other costs and expenses.

19. **Force Majeure.** Seller shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or manufacturers or other difficulties which are beyond the control and without the fault or gross negligence of Seller.

20. **Governmental Regulations.** Any order accepted by the Seller is at all times subject to Governmental proclamations, laws and regulations now or hereafter in effect, pertaining to priorities, allocations, prices and other such acts affecting this transaction or the production or sales by manufacturers of the products.

21. **Governing Law.** All sales will be governed by the laws of the state of Minnesota, without regard to its conflict of law provisions. Purchaser consents and agrees to submit to the exclusive jurisdiction of the state and federal courts located in Dakota County, the state of Minnesota, concerning this sale, and all claims, questions or controversies arising out of this sale and these Terms and Conditions. Any claim brought against Seller by Purchaser must be brought within one year of the date of delivery as provided in Section 6.

22. **Severability.** These Terms and Conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

23. **Check Conversion.** When you provide a check as a payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

24. **Miscellaneous.** These Terms and Conditions, together with terms and conditions set forth on the face page of the conditional sales contract or in the Seller's invoices to Purchaser (a) contain the entire agreement between Seller and Purchaser relating to this sale, and expressly supersede and replace any prior or contemporaneous agreements, whether written or oral, relating to said sale, including any terms and conditions on any of Purchaser's documents or purchase orders, (b) shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties. The paragraph headings contained herein are for the convenience of reference only and shall not be construed so as to affect the interpretation or construction of any substantive provision hereof.

25. **Other Fees, Collection Costs and Attorney Fees.** I agree that I will be liable to for any additional charges reasonably expended by Horizon or its affiliates in perfecting its secured position. In any event, subject to applicable law, I agree to pay 18% on all sums due, all costs of collection, including reasonable attorney fees and legal expenses, if the obligation to Horizon Foodservice Equipment is not paid on time.

26. **Integrated Agreement.** It is intended this is the complete agreement and any modification written agreement signed by both parties.

Revised 02/2020

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$8,000.00

Waconia High School

**Initial: _____
Page 4 of 4**

5.D. Site Logiq January 2025 Invoice (#14)



INVOICE

Project #: PUBMID-006344

MN - Waconia - LTFM - PSA - Phase I

BILLING DATE	1/31/2025
PERIOD TO:	1/31/2025
ACCOUNT NUMBER	102640
INVOICE NUMBER	14754
AMOUNT DUE	\$ 15,764.00

INVOICE TO:
Waconia Public Schools
 ATTN: Brian Gersich
 512 Industrial Blvd
 Waconia, MN 55387
bgersich@isd110.org

PLEASE REMIT PAYMENT TO:
 SitelogIQ Inc. - Accounts Receivables Midwest
 IDS Center
 80 South 8th Street, Suite 1850
 Minneapolis, MN 55402

DETACH HERE - RETURN TOP PORTION WITH YOUR PAYMENT - RETAIN THIS COPY FOR YOUR RECORDS



BILLING DATE	1/31/2025
PERIOD TO:	1/31/2025
ACCOUNT NUMBER	102640
INVOICE NUMBER	14754
AMOUNT DUE	\$ 15,764.00

TERMS:	30 DAYS UPON RECEIPT

Waconia Public Schools

Program	Fund	Description	Project Amount	Percent Complete	Previously Billed	Current Billing	Cumulative Billing
		Design Document Phase	\$ 2,206,968.74	100%	\$ 2,206,968.74		\$ 2,206,968.74
		Construction Implementation Phase	\$ 788,203.13	36%	\$ 267,988.91	\$ 15,764.00	\$ 283,752.91
		Post Construction	\$ 157,640.63	0%	\$ -	\$ -	\$ -
							\$ -
			\$ 3,152,812.50	79%	\$ 2,474,957.65	\$ 15,764.00	\$ 2,490,721.65

DIRECT INQUIRIES AND CORRESPONDENCE TO:

Joshua Evenson
 320.296.4264
Joshua.evenson@sitelogiq.com

SitelogIQ, Inc - Accounts Receivables Midwest
 IDS Center 80 South 8th
 Suite 1850
 Minneapolis, MN 55402

PAY THIS AMOUNT IN US DOLLARS



\$ 15,764.00

5.E. Receipts of Donation

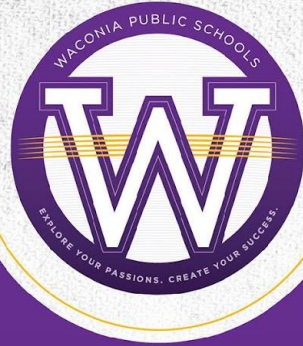
6. **REPORTS**

6.A. Student Representative Report

Presenter: Reidun
Trostad

6.B. Administrative Report: WMS (PBIS)

Presenter: Jamie
Hise, Waconia Middle
School Dean of
Students



Waconia Middle School

PBIS

**Positive Behavioral
Interventions and Supports**

**School Board Presentation
February 24, 2025**

PBIS: What is it?

- Positive Behavioral Interventions and Supports is a **research based, proactive approach** to **improve student behavior and school culture**.
- **Focus:**
 - Teaching consistent expectations
 - Reinforcing positive behavior
 - Data-driven decision-making
- **Goals connected to the strategic plan:**
 - Support academic success
 - Support social-emotional success
 - Reduce disciplinary incidents



What's the Connection to the Strategic Plan?

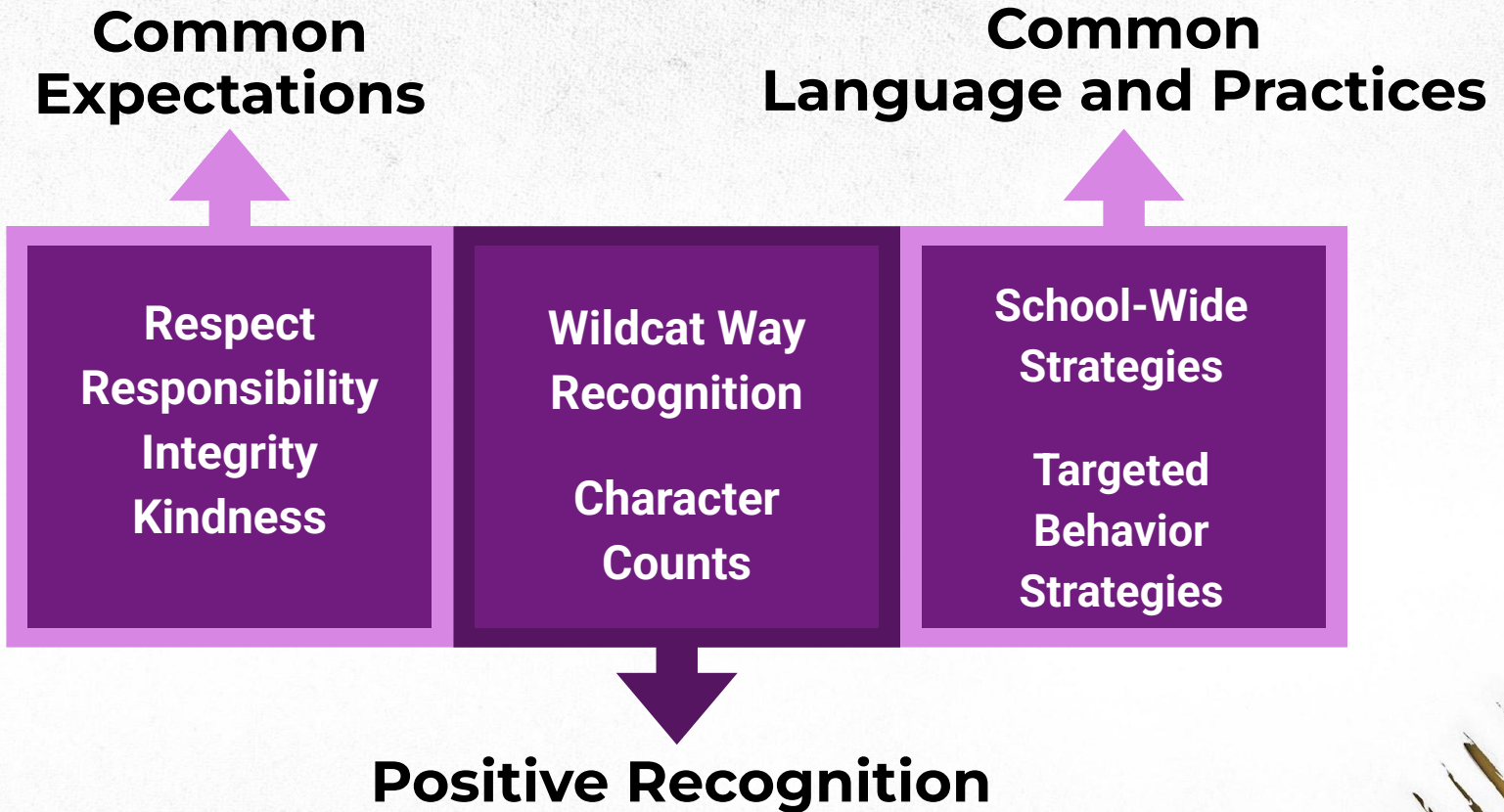
Strategic Plan: Fostering a community with a collective sense of belonging and wellbeing.

Description: Recognize and respond to cultural commonalities and differences. Feel welcome, respected and heard.

Measure/Metric: Behavior referrals responded to with restorative and non-exclusionary practices.





Key Components at WMS



Where We Started (Year 1- 2022-2023)

- PBIS team training & staff development
- Gathered data
- Launched a new recognition system

 Wildcat Way Date: _____ Presented to: _____ Staff Name: _____ <input type="checkbox"/> Respect <input type="checkbox"/> Responsibility <input type="checkbox"/> Integrity <input type="checkbox"/> Kindness You've been CAUGHT demonstrating CORE VALUES	 Wildcat Way Date: _____ Presented to: _____ Staff Name: _____ You've been CAUGHT demonstrating CORE VALUES Turn this Ticket into your assigned location for a future Prize Drawing!
---	---

Respect - Responsibility - Integrity - Kindness



Growth in Year 2

- Teacher and PBIS team training
- Implementation of school-wide tools and strategies.
- Continued data analysis



Year 3: Sustaining & Enhancing PBIS

- Continued staff training
- Infuse PBIS into classroom instruction
- Incorporation of additional positive incentives
- Continued data analysis



PBIS: Impact and Data

- **Reduction in Office Referrals**
 - 22/23 = 297
 - 23/24 = 342
 - 24/25 (Through January 7) = 68
- **Increase in Positive Acknowledgments**
 - Positive to negative whole school ratio
 - Year 2 = 3 to 1
 - Year 3 (after trimester 1) = 5 to 1
- **Use of Non-exclusionary Practices**
 - Educate rather than punish



PBIS: Continued Efforts & Next Steps

- Continued staff development
- Continue utilizing data
- Enhance strategies for targeted behaviors
- Incorporate student leadership into PBIS team
- Strengthen family & community engagement



PBIS: Additional Information

[Minnesota PBIS](#)

[Minnesota Department of Education- PBIS](#)

WMS PBIS Team:

Britta DeVinny

Jamie Hise

Brittany Radant

Marty Fleming

Morgan Losure

Jessica Rose

Marnie Pauly

Thank you. Questions?



6.C. Class Size Report

Presenter: Dr. Enid
Schonewise, Director
of Human Resources



Class Size Presentation 2024-2025

February 24, 2025

24-25 Elementary (Homeroom)

HOME CLASSROOM RANGES & DATA: The following are ranges for home classrooms where students receive instruction in core subject areas such as math, reading, science and social studies.

**Ranges consistent with 23-24.*

KINDERGARTEN			FIRST GRADE			SECOND GRADE		
0-19.9	20-23	23.1+	0-20.9	21-24	24.1+	0-21.9	22-25	25.1+
THIRD GRADE			FOURTH GRADE			FIFTH GRADE		
0-22.9	23-27	27.1+	0-23.9	24-28	28.1+	0-24.9	25-29	29.1+

BAYVIEW ELEMENTARY

KINDERGARTEN 21.25 (4 sections)	FIRST GRADE 22.25 (4 sections)	SECOND GRADE 23.67 (3 sections)	THIRD GRADE 23.75 (4 sections)	FOURTH GRADE 26.00 (4 sections)	FIFTH GRADE 29.67 (3 sections)
---------------------------------------	--------------------------------------	---------------------------------------	--------------------------------------	---------------------------------------	--------------------------------------

LAKETOWN ELEMENTARY

KINDERGARTEN 18.75 (4 sections)	FIRST GRADE 22.50 (4 sections)	SECOND GRADE 21.25 (4 sections)	THIRD GRADE 22.50 (4 sections)	FOURTH GRADE 28.00 (3 sections)	FIFTH GRADE 26.50 (4 sections)
---------------------------------------	--------------------------------------	---------------------------------------	--------------------------------------	---------------------------------------	--------------------------------------

SOUTHVIEW ELEMENTARY

KINDERGARTEN 20.75 (4 sections)	FIRST GRADE 21.75 (4 sections)	SECOND GRADE 21.25 (4 sections)	THIRD GRADE 24.00 (4 sections)	FOURTH GRADE 25.25 (4 sections)	FIFTH GRADE 30.67 (3 sections)
---------------------------------------	--------------------------------------	---------------------------------------	--------------------------------------	---------------------------------------	--------------------------------------



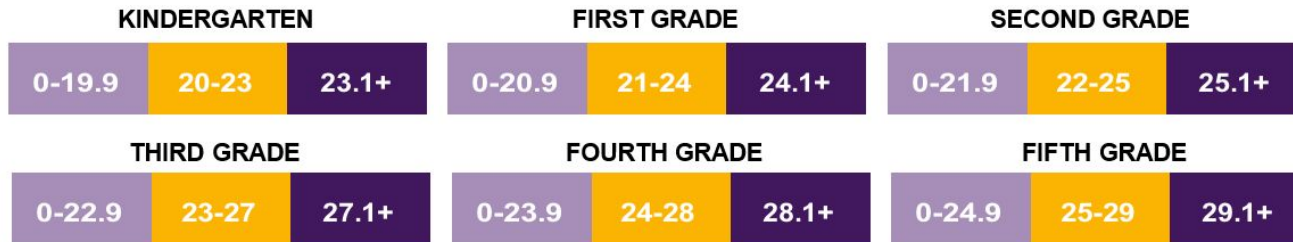
Determining Ranges for Elementary Specialists

- **Before Budget Reductions**
 - Specialist class sizes matched homeroom class sizes.
- **Due to Budget Reductions**
 - Specialist class sizes were increased by $\frac{1}{3}$ to prioritize smaller homeroom sizes.
- **Challenges**
 - Increasing specialists ranges by $\frac{1}{3}$ which is our current reality created ranges with very high student numbers for upper elementary grades (example: 5th grade range would have been 38-39 students).
- **Solution: Hybrid Approach**
 - Two special class size ranges were created:
 - One for lower elementary grades.
 - One for upper elementary grades.
 - These ranges will help guide more accurate staffing decisions.



24-25 Elementary (Specialist)

*example using homeroom



BAYVIEW ELEMENTARY



LAKETOWN ELEMENTARY

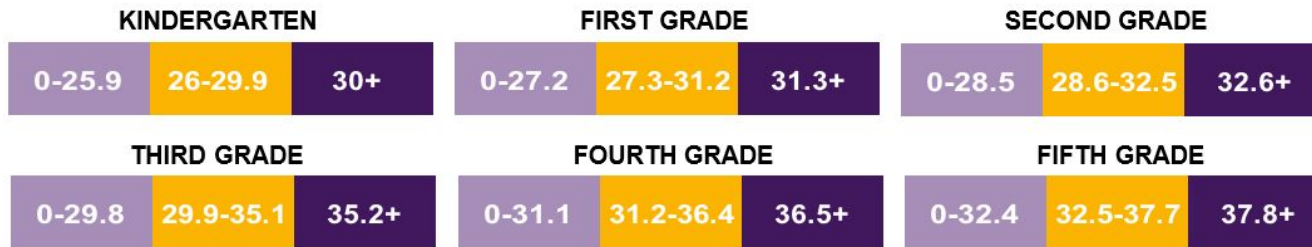


SOUTHVIEW ELEMENTARY



24-25 Elementary (Specialist)

*example increasing by 1/3



BAYVIEW ELEMENTARY



LAKETOWN ELEMENTARY



SOUTHVIEW ELEMENTARY



24-25 Elementary (Specialist)

*example using Hybrid

KINDERGARTEN - SECOND GRADE



THIRD GRADE - FIFTH GRADE



BAYVIEW ELEMENTARY



LAKETOWN ELEMENTARY



SOUTHVIEW ELEMENTARY



23-24 vs 24-25 Elementary (Homeroom)

Increase of 1.5 or greater.

Decrease of 1.5 or greater.

Bayview

Average Class Size	23-24	24-25
Kindergarten	21.8	21.3
Grade 1	24.0	22.3
Grade 2	23.0	23.7
Grade 3	25.0	23.8
Grade 4	23.5	26.0
Grade 5	23.3	29.7

Laketown

Average Class Size	23-24	24-25
Kindergarten	23.0	18.8
Grade 1	21.5	22.5
Grade 2	23.8	21.3
Grade 3	27.7	22.5
Grade 4	23.8	28.0
Grade 5	25.0	26.5

Southview

Average Class Size	23-24	24-25
Kindergarten	21.0	20.8
Grade 1	21.0	21.8
Grade 2	24.0	21.3
Grade 3	25.0	24.0
Grade 4	24.5	25.3
Grade 5	23.0	30.7



23-24 vs 24-25 Elementary (Specialist)

Increase of 1.5 or greater.

Decrease of 1.5 or greater.

Bayview

Average Class Size	23-24	24-25
Kindergarten	29.0	28.3
Grade 1	24.0	29.7
Grade 2	30.7	23.7
Grade 3	33.3	31.7
Grade 4	31.3	34.7
Grade 5	31.0	29.7

Laketown

Average Class Size	23-24	24-25
Kindergarten	30.7	25.0
Grade 1	28.7	30.0
Grade 2	31.7	28.3
Grade 3	27.7	30.0
Grade 4	31.7	28.0
Grade 5	25.0	35.3

Southview

Average Class Size	23-24	24-25
Kindergarten	28.0	27.7
Grade 1	28.0	29.0
Grade 2	32.0	28.3
Grade 3	33.3	32.0
Grade 4	32.7	33.7
Grade 5	30.7	30.7



24-25 Middle School (Grade 6)

CORE	Sections	0-23	24-30	31+
Language Arts	11	6	5	0
		54.55%	45.45%	0.00%
Math	10	5	5	0
		50.00%	50.00%	0.00%
Science	10	2	8	0
		20.00%	80.00%	0.00%
Social Studies	10	0	10	0
		0.00%	100.00%	0.00%

Encore (STEM, Media Arts, Gen Music)	Sections	0-23	24-30	31+
	21	3	18	0
		14.29%	85.71%	0.00%

Phy Ed	Sections	0-28	29-35	36+
	12	7	5	0
		58.33%	41.67%	0.00%

Music (Band/Choir)	Sections	0-39	40-49	50+
	7	4	0	3
		57.14%	0.00%	42.86%



24-25 Middle School (Grade 7)

CORE	Sections	0-25	26-32	33+
Language Arts	12	8	3	1
		66.67%	25.00%	8.33%
Math	12	10	2	0
		83.33%	16.67%	0.00%
Science	11	1	10	0
		9.09%	90.91%	0.00%
Social Studies	11	0	11	0
		0.00%	100.00%	0.00%

Encore	Sections	0-25	26-32	33+
(STEM, Art, Theater Arts, FACS, Industrial Tech, Health, Gen Music)	43	13	29	1
		30.23%	67.44%	2.33%

Phy Ed	Sections	0-28	29-35	36+
	20	7	11	2
		35.00%	55.00%	10.00%

Music	Sections	0-39	40-49	50+
(Band/Choir)	7	0	4	3
		0.00%	57.14%	42.86%



24-25 Middle School (Grade 8)

CORE	Sections	0-25	26-32	33+
Language Arts	11	3	8	0
		27.27%	72.73%	0.00%
Math	11	7	3	1
		63.64%	27.27%	9.09%
Science	11	2	9	0
		18.18%	81.82%	0.00%
Social Studies	11	2	9	0
		18.18%	81.82%	0.00%

Encore	Sections	0-25	26-32	33+
(STEM, Art, Theater Arts, FACS, Industrial Tech, Media Arts, Health, Gen Music)	41	13	14	14
		31.71%	34.15%	34.15%

Phy Ed	Sections	0-28	29-35	36+
	19	4	9	6
		21.05%	47.37%	31.58%

Music	Sections	0-39	40-49	50+
(Band/Choir)	5	0	1	4
		0.00%	20.00%	80.00%



23-24 vs 24-25 Middle School

	<i>Increase of 1.5 or greater.</i>	<i>Decrease of 1.5 or greater.</i>
Average Class Size	23-24	24-25
Encore	29.12	27.28
Language Arts	29.03	24.65
Math	28.59	25.27
Music (Band/Choir)	48.32	48.47
Phy Ed	31.27	30.25
Science	29.47	27.22
Social Studies	28.61	27.03



24-25 High School

CORE	Sections	0-25	26-32	33+
English	86	18	39	29
		20.93%	45.35%	33.72%
Mathematics	83	16	38	29
		19.28%	45.78%	34.94%
Science	84	14	51	19
		16.67%	60.71%	22.62%
Social Studies	77	19	37	21
		24.68%	48.05%	27.27%

	Sections	0-28	29-35	36+
Phy Ed/Health	64	26	25	13
		40.63%	39.06%	20.31%

	Sections	0-39	40-49	50+
Music	42	36	6	0
		85.71%	14.29%	0.00%



24-25 High School

Advanced Placement (AP)	Sections	0-25	26-32	33+
	65	30	22	13
46.15%		33.85%	20.00%	

Art	Sections	0-25	26-32	33+
	22	10	7	5
45.45%		31.82%	22.73%	

Business	Sections	0-25	26-32	33+
	22	4	10	8
18.18%		45.45%	36.36%	

FACS	Sections	0-25	26-32	33+
	22	7	14	1
31.82%		63.64%	4.55%	

Industrial Tech	Sections	0-25	26-32	33+
	27	14	12	1
51.85%		44.44%	3.70%	

World Language	Sections	0-25	26-32	33+
	41	14	22	5
34.15%		53.66%	12.20%	



23-24 vs 24-25 High School

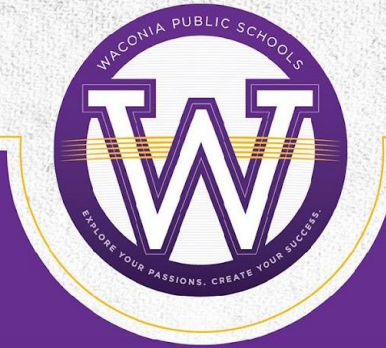
Increase of 1.5 or greater.

Decrease of 1.5 or greater.

Average Class Size	23-24	24-25
Advanced Placement (AP)	26.22	27.20
Art	28.95	24.64
Business	30.30	30.59
English	29.32	29.44
FACS	26.86	27.14
Industrial Tech	28.83	25.15
Mathematics	28.82	29.08
Music	31.54	29.70
Phy Ed/Health	24.87	29.57
Science	29.66	29.71
Social Studies	30.47	28.58
World Language	28.19	26.27

PSEO Students	23-24 (full year)	24-25 (fall only)
Full Time	18	10
Part Time	171	178
Total Students	189	188





Questions?

6.D. Finance Report

Presenter: Pam
Carman, Director of
Finance & Operations

REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES

WACONIA | January 31, 2025

REVENUE CATEGORIES										January 31, 2025	January 31, 2024	January 31, 2023
	June 30, 2023	June 30, 2024	Adopted Budget	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	January 31, 2024	January 31, 2023		
STATE	37,260,990	43,525,335	43,868,049	17,025,691	26,842,358	38.81%	38.75%	42.93%	16,864,124	15,995,165		
FEDERAL	1,435,007	1,255,094	804,000	3,755	800,245	0.47%	6.66%	31.88%	83,532	457,479		
PROPERTY TAXES	10,934,858	10,257,822	10,364,532	5,307,463	5,057,069	51.21%	49.90%	54.35%	5,119,118	5,943,281		
LOCAL SALES, INS RECOVERY & JUDGEMENTS	19,760	0	0	7,902	(7,902)	0.00%	0.00%	0.00%	0	0		
SALE OF BONDS & LOANS	0	0	0	0	0	0.00%	0.00%	0.00%	0	0		
INCOMING TRANSFERS FROM OTH FUNDS	0	0	0	0	0	0.00%	0.00%	0.00%	555	0		
LOCAL (FEES, INTEREST, ETC.)	1,364,691	1,702,471	1,396,025	1,032,622	363,403	73.97%	42.81%	19.80%	728,827	270,147		
TOTALS	51,015,306	56,740,722	56,432,606	23,377,433	33,055,173	41.43%	40.18%	44.43%	22,796,156	22,666,071		

EXPENDITURES (OBJECT SERIES)										January 31, 2025	January 31, 2024	January 31, 2023
	June 30, 2023	June 30, 2024	Adopted Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	January 31, 2024	January 31, 2023		
SALARIES & WAGES	30,121,489	27,539,445	30,579,805	13,378,809	17,200,996	43.75%	45.81%	46.11%	12,614,619	13,889,425		
EMPLOYEE BENEFITS	11,405,543	10,431,339	11,816,186	5,552,999	6,263,187	46.99%	48.44%	48.16%	5,052,473	5,492,635		
PURCHASED SERVICES	6,812,536	7,612,703	8,159,259	3,982,875	4,176,384	48.81%	44.23%	50.49%	3,366,923	3,439,828		
SUPPLIES	2,104,413	1,724,992	1,712,115	686,357	1,025,758	40.09%	34.32%	52.80%	592,074	1,111,034		
EQUIPMENT	1,070,691	904,658	1,332,477	1,118,127	214,350	83.91%	91.30%	86.53%	825,970	926,500		
DEBT SERVICE	130,312	83,267	83,287	83,267	20	99.98%	100.00%	72.70%	83,267	94,742		
OTHER EXPENDITURES	167,385	284,535	330,144	110,792	219,352	33.56%	38.15%	56.88%	108,548	95,208		
OTHER FINANCING USES	66,780	179,732	63,000	0	63,000	0.00%	0.00%	0.00%	0	0		
TOTALS	51,879,149	48,760,671	54,076,273	24,913,226	29,163,047	46.07%	46.44%	48.28%	22,643,875	25,049,373		

EXPENDITURES (PROGRAM SERIES)										January 31, 2025	January 31, 2024	January 31, 2023
	June 30, 2023	June 30, 2024	Adopted Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	January 31, 2024	January 31, 2023		
SITE ADMINISTRATION	1,053,266	1,009,465	1,265,732	627,834	637,898	49.60%	60.43%	58.07%	610,019	611,606		
DISTRICT ADMINISTRATION	441,495	479,268	490,183	274,149	216,034	55.93%	56.66%	56.89%	271,531	251,166		
SUPPORT SERVICES	1,918,701	1,696,730	2,109,042	1,131,351	977,691	53.64%	60.80%	59.24%	1,031,660	1,136,568		
REGULAR INSTRUCTION	21,773,044	19,683,539	21,693,317	9,384,309	12,309,008	43.26%	43.50%	44.14%	8,561,760	9,611,502		
EXTRA-CURRICULAR ACTIVITIES	1,956,251	1,970,761	2,122,036	543,549	1,578,487	25.61%	22.39%	30.19%	441,324	590,601		
VOCATIONAL INSTRUCTION	487,456	536,073	550,798	289,721	261,077	52.60%	39.61%	42.42%	212,340	206,763		
SPECIAL EDUCATION	10,686,590	10,567,638	11,685,564	5,005,406	6,680,158	42.83%	44.54%	45.38%	4,707,093	4,849,307		
COMMUNITY SERVICES	0	8,848	0	10,948	(10,948)	0.00%	61.87%	0.00%	5,474	0		
INSTRUCTIONAL SUPPORT	3,472,102	2,462,123	2,860,994	1,380,740	1,480,254	48.26%	54.66%	57.18%	1,345,905	1,985,454		
PUPIL SUPPORT SERVICES	4,419,696	4,958,436	5,475,650	2,358,023	3,117,627	43.06%	43.79%	49.12%	2,171,369	2,171,173		
FACILITIES	5,287,970	4,820,100	5,317,957	3,244,075	2,073,882	61.00%	57.92%	60.81%	2,791,962	3,215,599		
OTHER FINANCING USES	382,579	567,689	505,000	663,122	(158,122)	131.31%	86.92%	109.69%	493,438	419,635		
TOTALS	51,879,149	48,760,671	54,076,273	24,913,226	29,163,047	46.07%	46.44%	48.28%	22,643,875	25,049,373		

REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES

WACONIA | January 31, 2025

ACTIVITY - OTHER FUNDS

			2025							2024	2023
	June 30, 2023	June 30, 2024	Adopted Budget	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	January 31, 2024	January 31, 2023	
REVENUE											
FOOD SERVICE	2,466,765	3,388,847	3,475,575	960,545	2,515,030	27.64%	28.88%	13.66%	978,815	337,004	
COMMUNITY EDUCATION	3,543,981	4,221,222	4,015,267	2,564,932	1,450,335	63.88%	58.15%	66.29%	2,454,457	2,349,342	
CONSTRUCTION	0	6,158,103	10,839,500	39,594	10,799,906	0.37%	0.00%	0.00%	0	0	
DEBT SERVICE	8,576,173	9,557,211	9,376,864	5,020,604	4,356,260	53.54%	54.01%	52.73%	5,162,130	4,522,071	
TRUST	7,944	11,250	5,000	1,500	3,500	30.00%	13.33%	50.35%	1,500	4,000	
CUSTODIAL	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	
INTERNAL SERVICE	457,960	550,381	475,000	235,788	239,213	49.64%	48.06%	57.92%	264,516	265,267	
OPEB REVOCABLE TRUST	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	
OPEB IRREVOCABLE TRUST	82,217	152,627	100,000	51,602	48,398	51.60%	37.62%	51.22%	57,416	42,110	
OPEB DEBT SERVICE	0	0	0	0	0	0.00%	0.00%	0.00%	0	(28)	
TOTALS	15,135,041	24,039,642	28,287,206	8,874,565	19,412,641	31.37%	37.10%	49.68%	8,918,835	7,519,765	

			2025							2024	2023
	June 30, 2023	June 30, 2024	Adopted Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	January 31, 2024	January 31, 2023	
EXPENDITURES											
FOOD SERVICE	3,268,082	3,472,583	3,597,627	1,527,518	2,070,109	42.46%	46.75%	51.04%	1,623,450	1,667,878	
COMMUNITY EDUCATION	3,067,784	3,902,578	3,787,078	2,274,955	1,512,124	60.07%	51.23%	53.42%	1,999,342	1,638,882	
CONSTRUCTION	0	2,061,110	15,239,314	527,849	14,711,465	3.46%	0.00%	0.00%	0	0	
DEBT SERVICE	9,411,981	9,396,831	9,328,000	9,576,854	(248,854)	102.67%	99.98%	100.00%	9,394,831	9,411,981	
TRUST	12,444	4,500	5,000	5,188	(188)	103.75%	66.67%	32.14%	3,000	4,000	
CUSTODIAL	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	
INTERNAL SERVICE	567,713	448,577	485,000	256,185	228,815	52.82%	27.49%	70.13%	123,292	398,114	
OPEB REVOCABLE TRUST	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	
OPEB IRREVOCABLE TRUST	278,268	346,417	300,000	1,497	298,503	0.50%	0.42%	0.40%	1,454	1,123	
OPEB DEBT SERVICE	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	
TOTALS	16,606,272	19,632,597	32,742,019	14,170,046	18,571,973	43.28%	66.96%	79.02%	13,145,370	13,121,977	

SUMMARY - ALL FUNDS

			2025							2024	2023
	June 30, 2023	June 30, 2024	Adopted Budget	YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	January 31, 2024	January 31, 2023	
SUMMARY											
REVENUE	66,150,347	80,780,364	84,719,812	32,251,998	52,467,814	38.07%	39.26%	45.63%	31,714,990	30,185,836	
EXPENDITURES	68,485,420	68,393,268	86,818,292	39,083,272	47,735,020	45.02%	52.33%	55.74%	35,789,244	38,171,350	
SPENDING VARIANCE	(2,335,074)	12,387,096	(2,098,480)	(6,831,274)	N/A	N/A	N/A	N/A	(4,074,254)	(7,985,514)	

6.D.1. Revised FY 25



General Fund Financial Projections and FY25 Preliminary Revised Budgets

February 24, 2025

Understanding the General Fund & Fund Balances

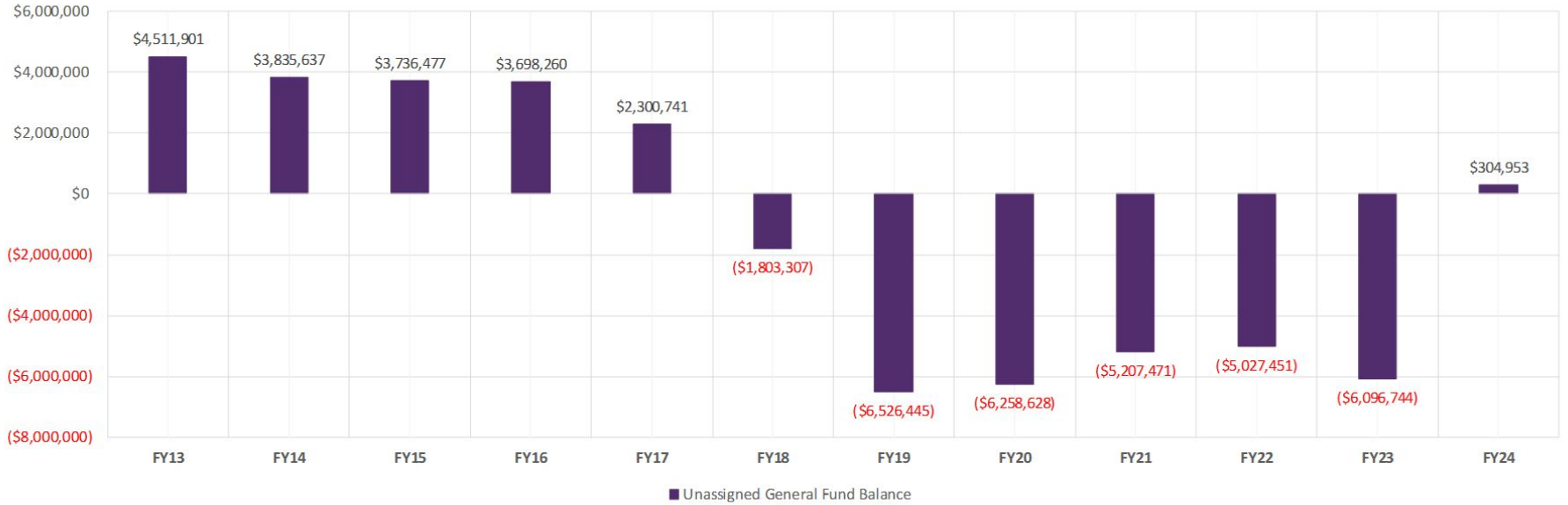
The General Fund is the primary operating fund of a school district, used to account for most instructional, administrative, and operational activities. It includes revenue from state aid, property taxes, federal grants, and other local sources.

Fund Balance Categories

- **Unassigned Fund Balance:** Represents funds with no specific constraints, available for general use. *Example:* Remaining surplus at year-end that can be used for unexpected costs, such as emergency repairs or cash flow needs. Waconia Public Schools has a minimum unassigned fund balance policy of 5.00%.
- **Nonspendable Fund Balance:** Funds that cannot be spent because they are tied to assets that are not in a liquid (cash) form. *Example:* Prepaid expenses or money paid in advance for services, such as insurance premiums, which can not be allocated for other expenses.
- **Restricted & Reserved Fund Balance:** These fund must be used for the intended purpose and cannot be reallocated for general expenses. *Example:* Literacy Incentive Aid is restricted because it must be used for improving reading instruction and student literacy outcomes. Unused fund carryover in a restricted fund balance to future fiscal years for allowable literacy-related expenses.
- **Assigned Fund Balance:** Funds set aside by the district for a specific purpose but not legally restricted by external regulations. *Example:* Setting aside resources to support staffing and operational adjustments required for a transition to a new secondary school schedule, such as additional teaching sections, instructional materials, or professional development related to changes in curriculum.



Audited Unassigned General Fund Balance FY13 through FY24



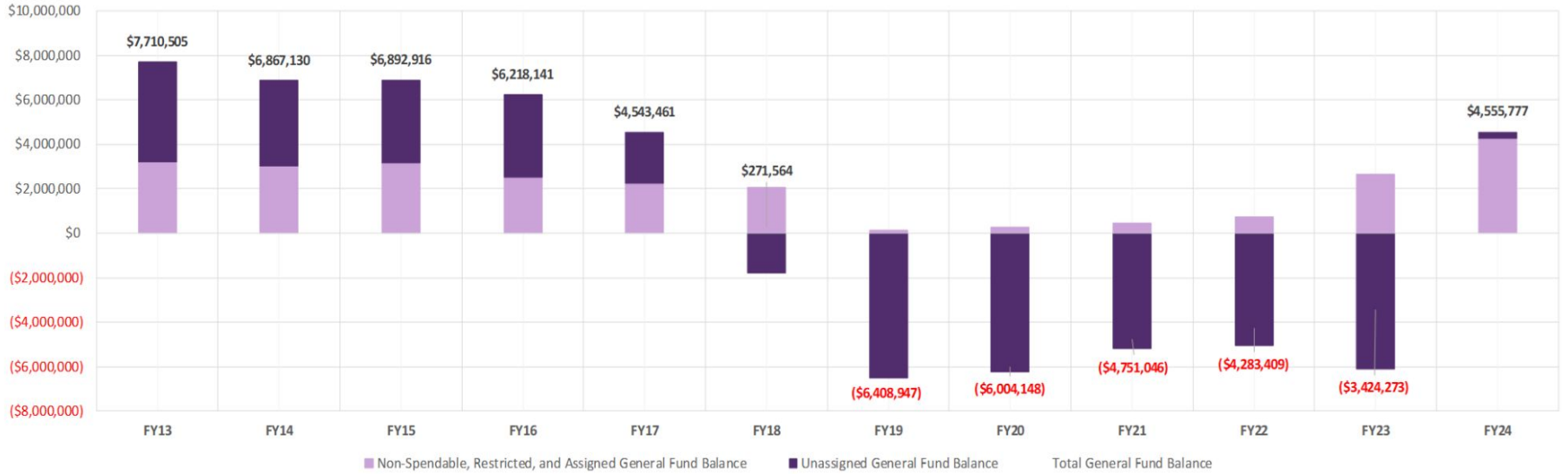
Fund Balance Category	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Unassigned General Fund Balance	\$4,511,901	\$3,835,637	\$3,736,477	\$3,698,260	\$2,300,741	(\$1,803,307)	(\$6,526,445)	(\$6,258,628)	(\$5,207,471)	(\$5,027,451)	(\$6,096,744)	\$304,953
% Unassigned Fund Balance	13.59%	10.92%	10.37%	9.50%	5.52%	-4.08%	-13.03%	-13.40%	-10.84%	-9.70%	-11.67%	0.63%
*Note: % Unassigned Fund Balance is calculated by dividing the Unassigned General Fund Balance by total General Fund Expenditures												

Audited Non-Spendable, Restricted, and Assigned General Fund Balance FY13 through FY24



Fund Balance Category	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Non-Spendable, Restricted, and Assigned General Fund Balance	\$3,198,604	\$3,031,493	\$3,156,439	\$2,519,881	\$2,242,720	\$2,074,871	\$117,498	\$254,480	\$456,425	\$744,042	\$2,672,471	\$4,250,824

Audited Total General Fund Balance FY13 through FY24



Fund Balance Category	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Non-Spendable, Restricted, and Assigned General Fund Balance	\$3,198,604	\$3,031,493	\$3,156,439	\$2,519,881	\$2,242,720	\$2,074,871	\$117,498	\$254,480	\$456,425	\$744,042	\$2,672,471	\$4,250,824
Unassigned General Fund Balance	\$4,511,901	\$3,835,637	\$3,736,477	\$3,698,260	\$2,300,741	(\$1,803,307)	(\$6,526,445)	(\$6,258,628)	(\$5,207,471)	(\$5,027,451)	(\$6,096,744)	\$304,953
Total General Fund Balance	\$7,710,505	\$6,867,130	\$6,892,916	\$6,218,141	\$4,543,461	\$271,564	(\$6,408,947)	(\$6,004,148)	(\$4,751,046)	(\$4,283,409)	(\$3,424,273)	\$4,555,777
% Unassigned Fund Balance	13.59%	10.92%	10.37%	9.50%	5.52%	-4.08%	-13.03%	-13.40%	-10.84%	-9.70%	-11.67%	0.63%

*Note: % Unassigned Fund Balance is calculated by dividing the Unassigned General Fund Balance by total General Fund Expenditures

General Fund Financial Projection Assumptions

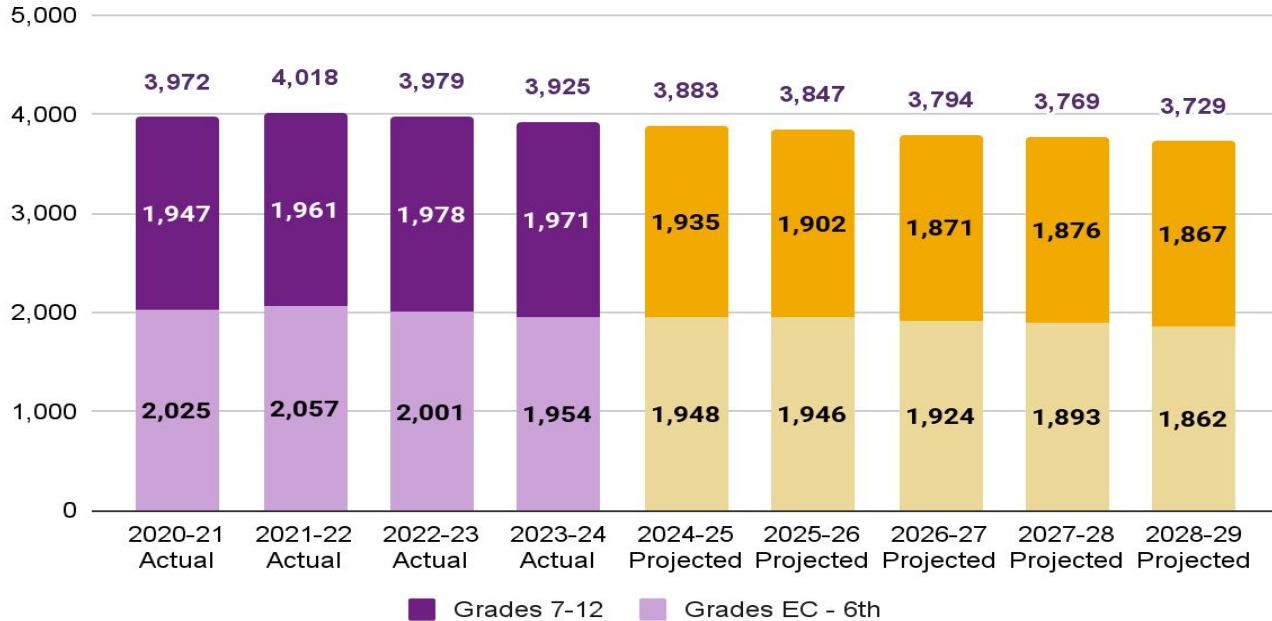
- **Revenue Assumptions:** Assumes a 2.00% annual increase in the General Education Formula Allowance. The Minnesota State Legislature has enacted a statute linking the General Education Formula Allowance to the Consumer Price Index (CPI), with annual increase ranging between a 2.00% floor and a 3.00% ceiling.
- **Expenditure Assumptions:** Staffing levels for FY25 are assumed to remain constant across all projection years. Salary and benefit increases reflect finalized contract settlements. For unsettled contracts, assumptions are patterned after comparable groups. All other benefit increase assumptions based on historical trends and market conditions through FY28.
- **Unassigned Fund Balance:** No final decisions have been made regarding the strategic utilization or reallocation of restricted fund balances; therefore, no budget assumptions have been incorporated in our projections. However, to ensure compliance with the district's policy of maintaining a minimum 5.00% unassigned fund balance, expenditures adjustments may be necessary. These adjustments will be reviewed annually to align district policy and fiscal sustainability goals.



General Fund Financial Projection Assumptions

EOY ADM Enrollment

2020-21 to 2023-24 Actual and 2024-25 through 2028-29 Projection

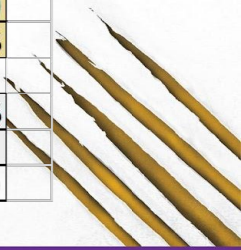


- Actual EC-Grade 6
- Actual Grades 7-12
- Projected EC-Grade 6
- Projected Grades 7-12



Waconia Public Schools
FY24 through FY28 General Fund Budget Projection Summary

Description	Actual 2023-24	Revised Budget 2024-25	Projected 2025-26	Projected 2026-27	Projected 2027-28
General Fund Restricted Revenues (A)	\$ 3,669,526	\$ 4,512,643	\$ 4,382,536	\$ 4,884,291	\$ 4,847,170
General Fund Unrestricted Revenues (B)	\$ 53,071,197	\$ 51,782,941	\$ 51,910,417	\$ 50,542,347	\$ 51,472,842
Total General Fund Revenues (C)	\$ 56,740,723	\$ 56,295,584	\$ 56,292,953	\$ 55,426,638	\$ 56,320,012
General Fund Restricted Expenditures (D)	\$ 3,446,004	\$ 3,333,643	\$ 3,393,612	\$ 3,516,239	\$ 3,645,205
General Fund Unrestricted Expenditures (E)	\$ 45,314,667	\$ 48,831,944	\$ 50,952,230	\$ 53,609,716	\$ 56,078,678
Total General Fund Expenditures (F)	\$ 48,760,671	\$ 52,165,587	\$ 54,345,843	\$ 57,125,955	\$ 59,723,883
General Fund Total Revenue Over (Under) Expenditures	\$ 7,980,052	\$ 4,129,997	\$ 1,947,111	\$ (1,699,317)	\$ (3,403,871)
Total Fund Balance (G)	\$ 4,555,777	\$ 8,685,774	\$ 10,632,884	\$ 8,933,567	\$ 5,529,696
Total Fund Balance % (G/F)	9.34%	16.65%	19.57%	15.64%	9.26%
Total Non-Spendable, Restricted, and Assigned Fund Balance (H)	\$ 4,250,824	\$ 5,429,824	\$ 6,418,748	\$ 7,786,800	\$ 8,988,764
Total Unassigned Fund Balance (I)	\$ 304,953	\$ 3,255,950	\$ 4,214,137	\$ 1,146,768	\$ (3,459,068)
Total Unassigned Fund Balance % (I/F)	0.63%	6.24%	7.75%	2.01%	-5.79%
Unassigned Target Fund Balance %	5.00%	5.00%	5.00%	5.00%	5.00%
Minimum Unassigned Fund Balance	\$ 2,265,733	\$ 2,441,597	\$ 2,547,612	\$ 2,680,486	\$ 2,803,934
Fund Balance Over (Under) Target	\$ (1,960,780)	\$ 814,353	\$ 1,666,525	\$ (1,533,718)	\$ (6,263,002)

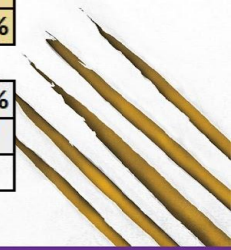




FY25 Revised Budget

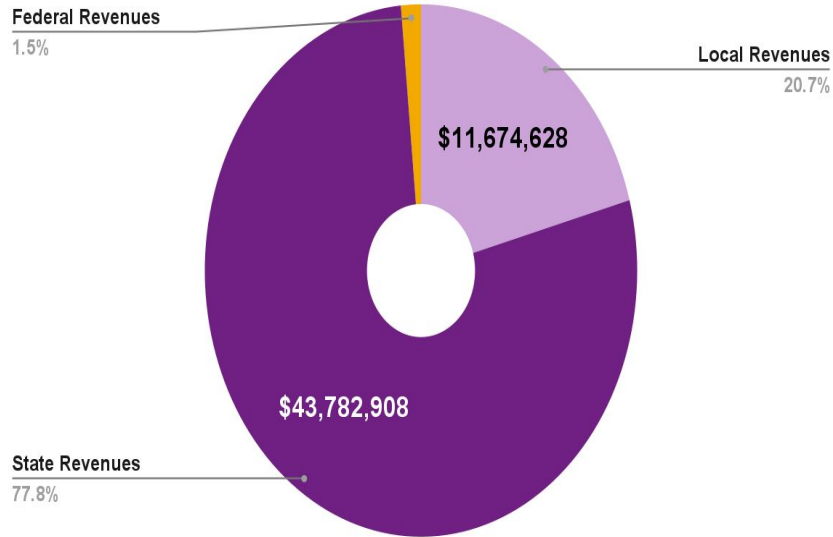
Waconia Public Schools Preliminary FY25 Revised General Fund Budget

Description	Actual 2023-24	Original Budget 2024-25	Revised Budget 2024-25
General Fund Restricted Revenues (A)	\$ 3,669,526	\$ 4,491,997	\$ 4,512,643
General Fund Unrestricted Revenues (B)	\$ 53,071,197	\$ 51,940,609	\$ 51,782,941
Total General Fund Revenues (C)	\$ 56,740,723	\$ 56,432,606	\$ 56,295,584
General Fund Restricted Expenditures (D)	\$ 3,446,004	\$ 3,333,858	\$ 3,333,643
General Fund Unrestricted Expenditures (E)	\$ 45,314,667	\$ 50,742,415	\$ 48,831,944
Total General Fund Expenditures (F)	\$ 48,760,671	\$ 54,076,273	\$ 52,165,587
General Fund Total Revenue Over (Under) Expenditures	\$ 7,980,052	\$ 2,356,333	\$ 4,129,997
Total Fund Balance (G)	\$ 4,555,777	\$ 6,912,110	\$ 8,685,774
Total Fund Balance % (G/F)	9.34%	12.78%	16.65%
Total Non-Spendable, Restricted, and Assigned Fund Balance (H)	\$ 4,250,824	\$ 5,408,963	\$ 5,429,824
Total Unassigned Fund Balance (I)	\$ 304,953	\$ 1,503,147	\$ 3,255,950
Total Unassigned Fund Balance % (I/F)	0.63%	2.78%	6.24%
Unassigned Target Fund Balance %	5.00%	5.00%	5.00%
Minimum Unassigned Fund Balance	\$ 2,265,733	\$ 2,537,121	\$ 2,441,597
Fund Balance Over (Under) Target	\$ (1,960,780)	\$ (1,033,974)	\$ 814,353



Preliminary FY25 Revised General Fund Revenue Budget

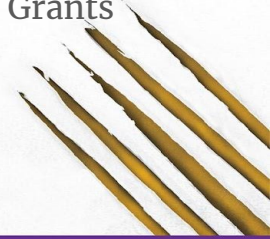
Preliminary FY25 Revised Budget



Waconia Public Schools			
FY25 Revised Revenue Budget			
Description	Actual 2023-24	Original Budget 2024-25	Revised Budget 2024-25
General Fund Restricted Revenues	\$ 3,669,526	\$ 4,491,997	\$ 4,512,643
General Fund Unrestricted Revenues	\$ 53,071,197	\$ 51,940,609	\$ 51,782,941
Total General Fund Revenues	\$ 56,740,723	\$ 56,432,606	\$ 56,295,584

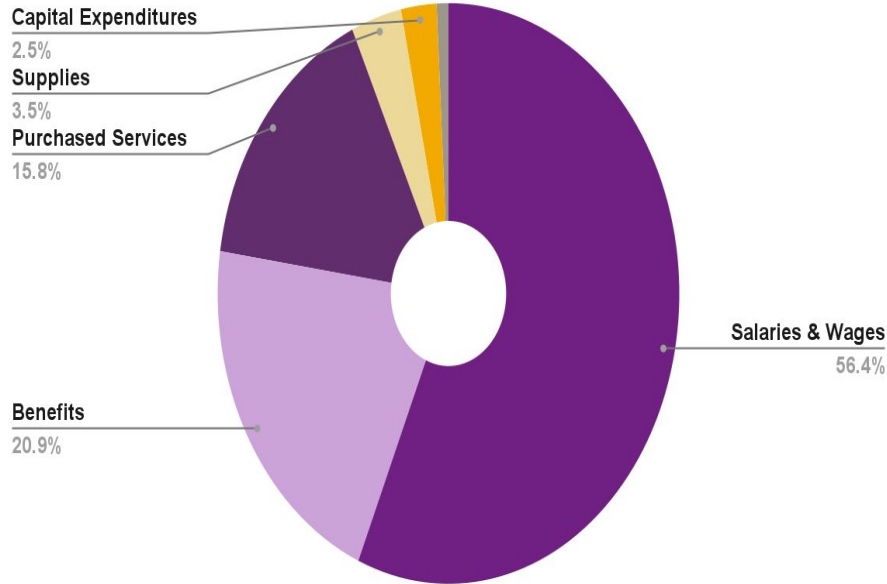
General Fund Revenue Sources

- **State Revenue Examples:** General Education Aid, Special Education Aid, Literacy Incentive Aid, Gifted & Talented, etc.
- **Federal Revenue Examples:** Title Grants
- **Local Revenue Examples:** Property Tax Levies, Student Fees, Donations & Non-Federal Grants



Preliminary FY25 Revised General Fund Expenditure Budget

Preliminary FY25 Revised Expenditures



Waconia Public Schools			
Preliminary FY25 Revised Expenditure Budget			
Description	Actual 2023-24	Original Budget 2024-25	Revised Budget 2024-25
General Fund Restricted Expenditures	\$ 3,446,004	\$ 3,333,858	\$ 3,333,643
General Fund Unrestricted Expenditures	\$ 45,314,667	\$ 50,742,415	\$ 48,831,944
Total General Fund Expenditures	\$ 48,760,671	\$ 54,076,273	\$ 52,165,587

General Fund Expenditures

- **Salaries:** personnel costs - largest portion of expenditures
- **Benefits:** employer-provided contributions for health insurance, retirement plans, payroll taxes, and other employee-related costs
- **Purchased Services:** utilities, transportation services, consulting services, facility maintenance contracts, etc
- **Supplies:** paper, pencils, textbooks, workbooks, art materials, science lab equipment, custodial supplies, etc
- **Capital Expenditures:** construction and renovation of buildings, large-scale technology purchases, furniture, and playground equipment
- **Other Expenditures:** debt service payments, dues and memberships, licensing fees, and unexpected miscellaneous expenses

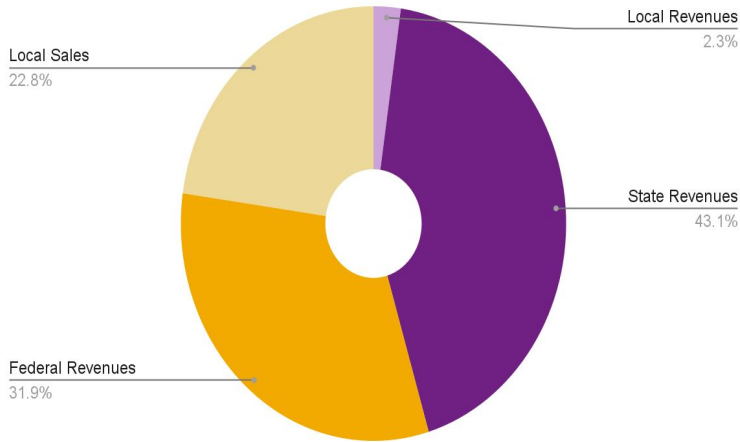
Preliminary FY25 Revised Budget – Nutrition Services

Waconia Public Schools

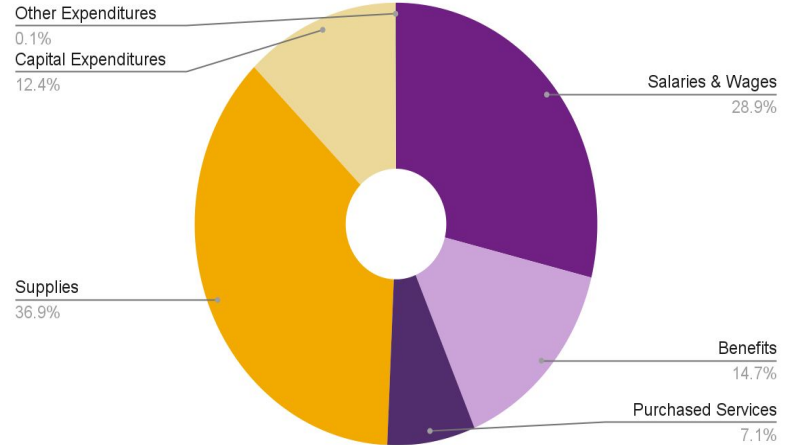
Preliminary FY25 Revised Budget - Fund 02

Description	Actual 2023-24	Original Budget 2024-25	Revised Budget 2024-25
Fund 02 - Nutrition Services Revenue	\$ 3,388,847	\$ 3,475,575	\$ 3,475,575
Fund 02 - Nutrition Services Expenditures	\$ 3,472,583	\$ 3,602,627	\$ 3,573,837
Fund 02 - Nutrition Services Revenue minus Expense	\$ (83,736)	\$ (127,052)	\$ (98,262)

FY25 Fund 02 - Revised Revenue Budget



FY25 Fund 02 - Revised Expenditure Budget

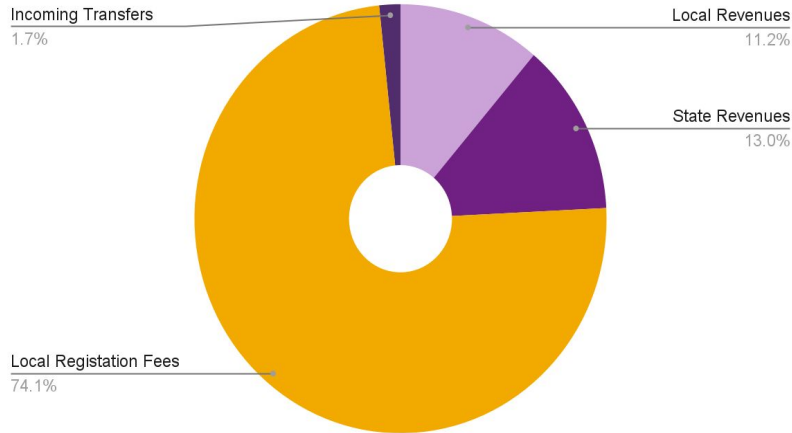


Preliminary FY25 Revised Budget - Community Education

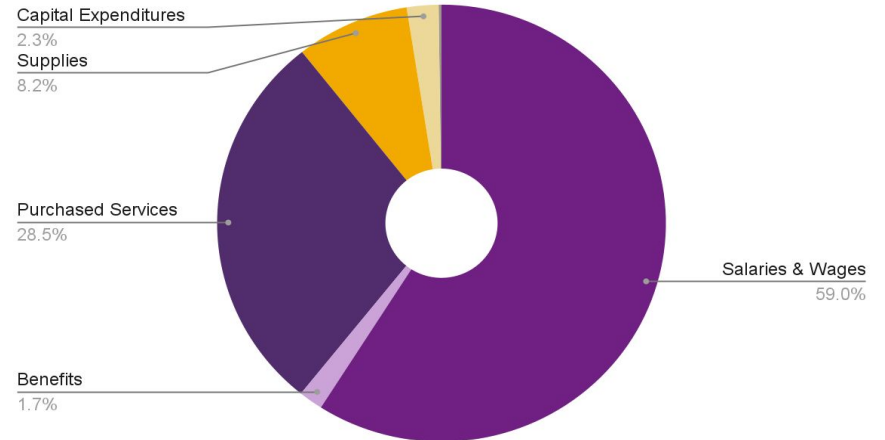
Waconia Public Schools Preliminary FY25 Revised Budget - Fund 04

Description	Actual 2023-24	Original Budget 2024-25	Revised Budget 2024-25
Fund 04 - Community Education Revenue	\$ 4,221,222	\$ 4,015,267	\$ 4,041,572
Fund 04 - Community Education Expense	\$ 3,902,578	\$ 3,779,483	\$ 3,846,546
Fund 04 - Community Education Revenue minus Expense	\$ 318,644	\$ 235,784	\$ 195,026

FY25 Fund 04 - Revised Revenue Budget



FY25 Fund 04 - Revised Expenditure Budget





Questions?

7. **ACTION ITEMS**

7.A. Approval of Community Survey Proposal by
Morris-Leatherman

Presenter: Matt
Thomas, Director of
Communications

- Morris Leatherman is a full service market and research firm based in Minneapolis that is widely used by Twin Cities Metro Area school districts and beyond.
- Telephone survey of 400 randomly selected households in the District using landlines and cellular lines.
- 40 or 70 questions that would assess the attitudes and opinions of District residents on five separate but interrelated issues:
 - Issues facing the School District
 - Ratings and Evaluations of the District
 - Operating levy and technology levy atmospherics
 - Communications
 - Demographics
- Would provide results projectable to the entire district adult population within 5.0% in 95 out of 100 cases.
- Timeline: 8–10 weeks from start to finish
 - Planning with client to establish topics
 - Structuring of questions
 - Pre-testing and revisions
 - Fieldwork
 - Computer analysis and prepare written report
 - On-site presentation to Board
- Cost:
 - 40 question option: \$16,000
 - 70 question option: \$25,000
- Districts: Minnetonka, Eden Prairie, Westonka, Burnsville/Eagan/Savage, Robbinsdale, Anoka–Hennepin

- School Perceptions is a Wisconsin-based educational research firm that works with school districts, regional service agencies, as well as state and national orgs.
- Direct mail survey to all District households consisting of a welcome letter and 4–8 pages of questions. Respondents can fill out a paper survey and mail it back or scan a QR code and fill it out electronically.
- Not a random sample, inclusive of all district residents.
- Over the past five years they assert they have predicted an election's outcome with an accuracy greater than 90%.
- Timeline: 4 Months
 - Strategy Development
 - Survey Design
 - Survey Administration
 - Results Reporting
- Cost: \$11,000 plus printing and postage costs
Approximate total: \$16,000
- Districts: Austin, Fergus Falls, Jordan, Mankato, Montevideo, Sauk Rapids–Rice, Chatfield, Edgerton

THE MORRIS LEATHERMAN COMPANY
3128 Dean Court
Minneapolis, Minnesota 55416

INVER GROVE HEIGHTS SCHOOLS ISD 199
RESIDENTIAL SURVEY
DRAFT ONE 4-25-24

Hello, I'm _____ of the Morris Leatherman Company, a national survey research firm located in Minneapolis. We are speaking with a random sample of residents about Inver Grove Heights Schools, ISD 199. Even if you do not have children currently in ISD 199, the District is interested in your opinions and suggestions. I want to assure you that all individual responses will be held strictly confidential; only summaries of the entire sample will be reported.

- | | | |
|----|--|---|
| 1. | Are you registered to vote at this address? | YES.....CONTINUE
NO.....THANK & TERMINATE
UNSURE....THANK & TERMINATE |
| 2. | Do you currently have school-aged children living in your household? | YES.....1
NO.....2
DON'T KNOW/REFUSED.....3 |

[IF "YES," ASK:]

- | | | |
|----|--|---|
| 3. | Do any of your children attend one of the ISD 199 Schools? | YES.....1
NO.....2
DON'T KNOW/REFUSED.....3 |
|----|--|---|

[IF "YES," ASK:]

- | | | |
|----|---|-------|
| 4. | In what grade is your youngest student? | _____ |
|----|---|-------|

[IF "NO," IN QUESTION #2, ASK:]

- | | | |
|----|--|---|
| 5. | Do you have grown children who attended an ISD 199 school at any time in the past? | YES.....1
NO.....2
DON'T KNOW/REFUSED.....3 |
|----|--|---|

Students are often given the grades of A, B, C, D, and Fail to denote the quality of their work. Suppose the public schools themselves, in your community, were graded in the same way...

- | | | |
|----|---|--|
| 6. | What grade would you give to the public schools in ISD 199? | A.....1
B.....2
C.....3
D.....4
FAIL.....5
DON'T KNOW/REFUSED.....6 |
|----|---|--|

7. Was the grade you just gave the school district based mainly on:
(ROTATE AND READ LIST)

- YOUR PERSONAL EXPERIENCE AS A STUDENT.....1
- THE EXPERIENCE OF YOUR CHILDREN.....2
- THE EXPERIENCE OF YOUR FRIENDS AND NEIGHBORS.....3
- INFORMATION YOU RECEIVE DIRECTLY FROM THE SCHOOL DISTRICT...4
- INFORMATION FOUND ON FACEBOOK OR OTHER SOCIAL MEDIA; OR.....5
- INFORMATION FROM MEDIA COVERAGE SUCH AS TV, RADIO, OR
NEWSPAPERS.....6
- DON'T KNOW/REFUSED.....7

Like nearly all Minnesota public school districts, Inver Grove Heights relies on voter approved operating levies to meet the funding needs of the school district. The ISD 199 School Board is considering asking residents again in November to increase property taxes for 10 years to provide more funding for students and classrooms. If approved, the funding increase would help maintain current programming and class sizes, minimize potential budget reductions, and allow the District to invest in high-priority teaching and learning initiatives to ensure students are future-ready. Based on what you know today....

- 8. Would you favor or oppose increasing property taxes to maintain current programs and staffing and to invest in high-priority teaching and learning initiatives?
 - FAVOR.....1
 - OPPOSE.....2
 - UNDECIDED (VOL.).....3
 - REFUSED (VOL.).....4

I am going to read some statements about the proposed increase in the District's operating levy. For each of these statements, please tell me whether the information would make you much more likely, somewhat more likely, somewhat less likely, much less likely to support the proposal or does it make no difference to you. (ROTATE LIST)

MML SML SLL MLL NOD DKR

- 9. **If the levy is increased, ISD 199 would be able to prevent increases in class sizes.**

1	2	3	4	5	6
---	---	---	---	---	---
- 10. **If the levy is increased, ISD 199 will add an additional School Resource Officer who is a member of the local police department.**

1	2	3	4	5	6
---	---	---	---	---	---
- 11. **If the levy is increased, ISD 199 would be able to avoid cutting academic supports.**

1	2	3	4	5	6
---	---	---	---	---	---
- 12. **If the levy is increased, the District would be able to expand hands-on career**

	1	2	3	4	5	6
	MML	SML	SLL	MLL	NOD	DKR
learning for middle school students.						
13. If the levy is increased, ISD 199 could avoid cuts to high school programs focused on career and financial success.	1	2	3	4	5	6
14. If the levy is increased, ISD 199 would be able to provide staff and resources for students with mental health and emotional needs.	1	2	3	4	5	6
15. If the levy is increased, ISD 199 would be able to increase support for safety and security in all schools.	1	2	3	4	5	6
16. If the levy is <u>not</u> increased, ISD 199 will need to reduce band programming.	1	2	3	4	5	6
17. If the levy is <u>not</u> increased, ISD 199 will consider reducing funding for high school athletics.	1	2	3	4	5	6
18. If the levy is <u>not</u> increased, ISD 199 will consider increasing walking distances for students who are currently bussed.	1	2	3	4	5	6
19. Over the last 10 years, ISD 199 has refinanced building debt, saving taxpayers more than \$5 million in property taxes.	1	2	3	4	5	6
20. Earlier this year, ISD 199 refinanced additional building debt, saving taxpayers another \$2.4 million in property taxes.	1	2	3	4	5	6
21. The District's current voter-approved operating levy is \$900 per student lower than neighboring school districts.	1	2	3	4	5	6
22. The failure of ISD 199's proposed operating levy increase in 2023 resulted in a deficit of \$1.8 million for the 2024-2025 school year.	1	2	3	4	5	6
23. If the levy is <u>not</u> increased, ISD 199 projects a \$2 million deficit for the 2025-2026 school year.	1	2	3	4	5	6

Now that you have heard more information about the proposal to raise property taxes to increase funding from ISD 199's operating levy...

- 24. Would you favor or oppose such a proposal?
 - SUPPORT.....1
 - OPPOSE.....2
 - UNDECIDED.....3
 - REFUSED.....4

I am going to ask you four questions about the cost of the proposal the District is considering. Each question presents you with the estimated monthly and annual costs for an average home worth approximately \$317,250. For each one, please tell me if knowing the cost of the proposal would make you favor or oppose such a proposal. [RANDOM STARTING POINT]

IF RESPONSE IS "FAVOR," DO NOT ASK LOWER AMOUNTS; IF RESPONSE IS "OPPOSE," DO NOT ASK HIGHER AMOUNTS.

- | | FAV | OPP | DKR |
|--|-----|-----|-----|
| 25. Property taxes will increase about \$12 a month or \$149 per year for an average home worth approximately \$317,000. | 1 | 2 | 3 |
| 26. Property taxes will increase about \$14 a month or \$174 per year for an average home worth approximately \$317,000. | 1 | 2 | 3 |
| 27. Property taxes will increase about \$15 a month or \$186 per year for an average home worth approximately \$317,000. | 1 | 2 | 3 |
| 28. Property taxes will increase about \$18 a month or \$221 per year for an average home worth approximately \$317,000. | 1 | 2 | 3 |

I am going to read you two short statements, please tell me for each whether you strongly agree, agree, disagree, or strongly disagree.

- | | STA | AGR | DIS | STD | DKR |
|---|-----|-----|-----|-----|-----|
| 29. Strong public schools are directly linked to strong property values. | 1 | 2 | 3 | 4 | 5 |
| 30. Strong public schools are directly linked to the well-being of our community. | 1 | 2 | 3 | 4 | 5 |

That's the end of the survey. Thank you very much for your time.

- 31. Gender (BY OBSERVATION)
 - MALE.....1
 - FEMALE.....2
- 32. AGE (FROM LIST)
 - A/18-34.....1

	B/35-44.....	2
	C/45-54.....	3
	D/55-64.....	4
	E/65 AND OVER.....	5
33.	VOTING ACTIVITY (FROM LIST)	
	A/INFREQUENT.....	1
	B/FREQUENT.....	2
	C/VERY FREQUENT.....	3
34.	PARENTS (FROM LIST)	
	PA/PARENT.....	1
	NON/NON-PARENT.....	2
35.	GEOGRAPHY (FROM LIST)	
	PCTS 1 & 5.....	1
	PCTS 6 & 7.....	2
	PCTS 8, 9 & 10.....	3
	PCTS 3 & 4.....	4
36.	VOTER ID	
	LALMN _____	

LIST: _____

PHONER: _____

DATE: _____

PHONE NUMBER: _____

THE MORRIS LEATHERMAN COMPANY
3128 Dean Court
Minneapolis, Minnesota 55416

INVER GROVE HEIGHTS SCHOOLS ISD 199
RESIDENTIAL SURVEY
FINAL 3/24/2023

Hello, I'm _____ of the Morris Leatherman Company, a national survey research firm located in Minneapolis. We are speaking with a random sample of residents about Inver Grove Heights Schools, ISD 199. Even if you do not have children currently in ISD 199, the District is interested in your opinions and suggestions. I want to assure you that all individual responses will be held strictly confidential; only summaries of the entire sample will be reported.

- | | | |
|----|--|--|
| 1. | Are you registered to vote at this address? | YES.....CONTINUE
NO.....THANK & TERMINATE
UNSURE...THANK & TERMINATE |
| 2. | Do you currently have school-aged children living in your household? | YES.....1
NO.....2
DON'T KNOW/REFUSED.....3 |

IF "YES," ASK:

- | | | |
|----|--|---|
| 3. | Do any of your children attend one of the ISD 199 Schools? | YES.....1
NO.....2
DON'T KNOW/REFUSED.....3 |
|----|--|---|

IF "YES," ASK:

- | | | |
|----|---|-------|
| 4. | In what grade is your youngest student? | _____ |
|----|---|-------|

IF "NO," IN QUESTION #2, ASK:

- | | | |
|----|--|---|
| 5. | Do you have grown children who attended an ISD 199 school at any time in the past? | YES.....1
NO.....2
DON'T KNOW/REFUSED.....3 |
|----|--|---|

Students are often given the grades of A, B, C, D, and Fail to denote the quality of their work. Suppose the public schools themselves, in your community, were graded in the same way...

- | | | |
|----|---|--|
| 6. | What grade would you give to the public schools in ISD 199? | A.....1
B.....2
C.....3
D.....4
FAIL.....5
DON'T KNOW/REFUSED.....6 |
|----|---|--|

7. Was the grade you just gave the school district based mainly on:
(ROTATE AND READ LIST)

- YOUR PERSON EXPERIENCE AS A STUDENT.....1
- THE EXPERIENCE OF YOUR CHILDREN.....2
- THE EXPERIENCE OF YOUR FRIENDS AND NEIGHBORS.....3
- INFORMATION YOU RECEIVE DIRECTLY FROM THE SCHOOL DISTRICT...4
- INFORMATION FOUND ON FACEBOOK OR OTHER SOCIAL MEDIA; OR.....5
- INFORMATION FROM MEDIA COVERAGE SUCH AS TV, RADIO, OR
NEWSPAPERS.....6
- DON'T KNOW/REFUSED.....7

Consider the financial management of ISD 199....

8. How would you grade the job the District has done?
- A.....1
 - B.....2
 - C.....3
 - D.....4
 - FAIL.....5
 - DON'T KNOW/REFUSED.....6

9. Please tell me briefly what you believe is the best thing about the School District:

10. If you could change one thing about the School District, please briefly describe what you would change:

Like nearly all Minnesota public school districts, Inver Grove Heights relies on voter approved operating levies to meet the funding needs of the school district. The ISD 199 School Board is considering asking residents to increase property taxes this fall to provide more funding for classrooms. If approved, the increased funding would help maintain current programing and class sizes, minimize potential budget reductions, and allow the District to invest in high-priority teaching and learning initiatives to ensure students are future-ready. Based on what you know today, ...

11. Would you favor or oppose increasing property taxes to maintain current programs and staffing and to invest in high-priority teaching and learning initiatives?
- FAVOR.....1
 - OPPOSE.....2
 - UNDECIDED (VOL.).....3
 - REFUSED (VOL.).....4

I am going to read some statements about the proposed increase in the District's operating levy. For each of these statements, please tell me whether the information would make you much more likely, somewhat more likely, somewhat less likely, or much less likely to support the proposal. (ROTATE LIST)

MML SML SLL MLL NOD DKR

- | | | | | | | |
|--|---|---|---|---|---|---|
| 12. If the levy is increased the District would be able to expand hands on career learning for middle school students. | 1 | 2 | 3 | 4 | 5 | 6 |
| 13. If the levy is increased, ISD 199 could expand courses for high school students to earn industry certifications. | 1 | 2 | 3 | 4 | 5 | 6 |
| 14. If the levy is increased, ISD 199 would be able to offer career exploration, internships, and mentorship opportunities for high school students. | 1 | 2 | 3 | 4 | 5 | 6 |
| 15. If the levy is increased, the District would be able to add world language courses for elementary and middle school students. | 1 | 2 | 3 | 4 | 5 | 6 |
| 16. If the levy is increased, ISD 199 would be able to provide middle and high school students with practical classes such as personal finance and home economics. | 1 | 2 | 3 | 4 | 5 | 6 |
| 17. If the levy is increased, ISD 199 would be able to maintain class sizes. | 1 | 2 | 3 | 4 | 5 | 6 |
| 18. If the levy is increased, ISD 199 would be able to maintain current staffing for classroom assistants and school supports. | 1 | 2 | 3 | 4 | 5 | 6 |
| 19. If the levy is increased, ISD 199 would be able to provide staff and resources for students with mental health and emotional needs. | 1 | 2 | 3 | 4 | 5 | 6 |
| 20. If the levy is increased, ISD 199 would be able to provide teachers with instructional coaches and training opportunities. | 1 | 2 | 3 | 4 | 5 | 6 |
| 21. If the levy is increased, ISD 199 would be able to increase support for safety and security in all schools. | 1 | 2 | 3 | 4 | 5 | 6 |
| 22. If the levy is increased, ISD 199 would be able to expand staffing and opportunities in art, music, and theatre programs. | 1 | 2 | 3 | 4 | 5 | 6 |
| 23. Over the last 10 years ISD 199 has refinanced more than 44 million in | | | | | | |

- building debt saving taxpayers more than \$5 million. 1 2 3 4 5 6
25. The District's current voter-approved operating levy is significantly lower than neighboring, metro and statewide averages. 1 2 3 4 5 6

Now that you have heard more information about the proposal to raise property taxes to increase funding from ISD 199's operating levy...

25. Would you favor or oppose such a proposal? SUPPORT.....1
 OPPOSE.....2
 UNDECIDED.....3
 REFUSED.....4

I am going to ask you four questions about the cost of the proposal the District is considering. Each question presents you with the estimated monthly and annual costs for an average home worth approximately \$313,000. For each one, please tell me if knowing the cost of the proposal would make you favor or oppose such a proposal. (RANDOM STARTING POINT)

IF RESPONSE IS "FAVOR," DO NOT ASK LOWER AMOUNTS; IF RESPONSE IS "OPPOSE," DO NOT ASK HIGHER AMOUNTS.

- | | FAV | OPP | DKR |
|--|-----|-----|-----|
| 26. Property taxes will increase about \$7 a month or \$80 per year for an average home worth approximately \$313,000. | 1 | 2 | 3 |
| 27. Property taxes will increase about \$9 a month or \$110 per year for an average home worth approximately \$313,000. | 1 | 2 | 3 |
| 28. Property taxes will increase about \$12 a month or \$140 per year for an average home worth approximately \$313,000. | 1 | 2 | 3 |
| 29. Property taxes will increase about \$14 a month or \$170 per year for an average home worth approximately \$313,000. | 1 | 2 | 3 |

I am going to read you five short statements, please tell me for each whether you strongly agree, agree, disagree, or strongly disagree.

- | | STA | AGR | DIS | STD | DKR |
|--|-----|-----|-----|-----|-----|
| 30. Strong public schools are directly linked to strong property values. | 1 | 2 | 3 | 4 | 5 |
| 31. Strong public schools are directly linked to the well-being of our | | | | | |

- community. 1 2 3 4 5
32. Good quality public schools make our community more appealing to local employers. 1 2 3 4 5
33. Public schools are a good investment in the future of our community's children. 1 2 3 4 5
34. I would never vote for a tax increase, no matter what the amount or how the money raised would be used. 1 2 3 4 5

The last question asks about the ways you get information about ISD 199.

35. From which of the following do you receive most of your information about ISD 199? (READ LIST)

- ISD 199'S Facebook, Instagram, Twitter, or LinkedIn accounts.....1
- Social media not run or related to ISD 199.....2
- Word of mouth such as teachers, friends, or neighbors.....3
- ISD 199's website.....4
- The 199 Reporter, ISD 199's mailed newsletter.....5
- The Inspire 199, ISD 199's e-newsletter.....6
- Something else7
- DON'T KNOW/REFUSED8

That's the end of the survey. Thank you very much for your time.

36. Gender (BY OBSERVATION) MALE.....1
FEMALE.....2
37. AGE (FROM LIST) A/18-34.....1
B/35-44.....2
C/45-54.....3
D/55-64.....4
E/65 AND OVER.....5
38. VOTING ACTIVITY (FROM LIST) A/INFREQUENT.....1
B/FREQUENT.....2
C/VERY FREQUENT.....3
39. PARENTS (FROM LIST) PA/PARENT.....1
NON/NON-PARENT.....2
40. GEOGRAPHY (FROM LIST)

LIST: _____

PHONER: _____

DATE: _____

PHONE NUMBER: _____

Prior Lake-Savage Area School District

2024 Residential Study

The Morris Leatherman Company

Survey Methodology

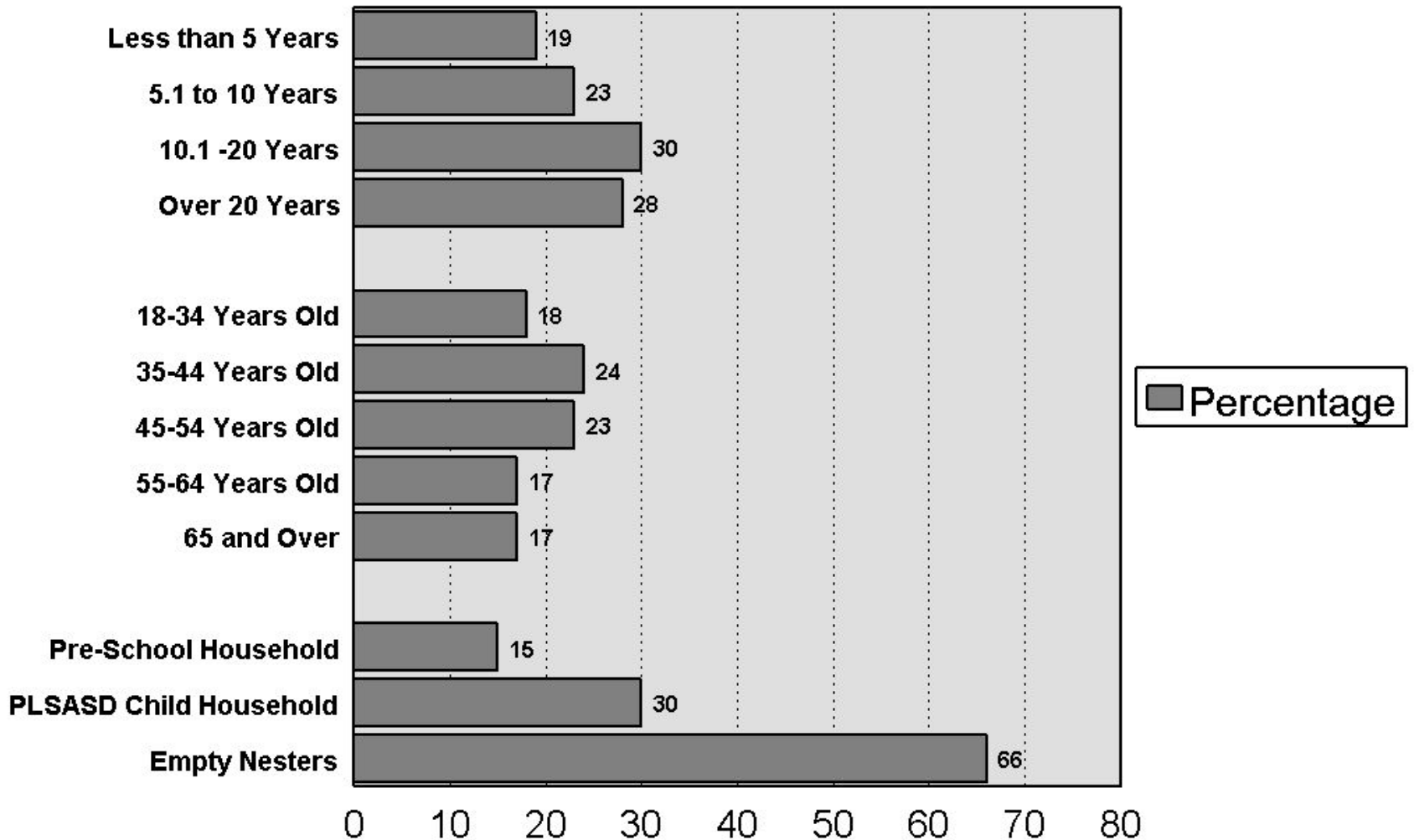
2024 Prior Lake-Savage Area School District

- ❑ 500 random household sample of Prior Lake-Savage Area School District residents
 - ❑ Projectable within +/- 4.5% in 95 out of 100 cases
- ❑ Telephone interviews conducted between March 14th and 26th, 2024
- ❑ Average interview time of 10 minutes
- ❑ Non-response level of 4.5%

- ❑ Cellphone Only Households: 59%
- ❑ Landline Only Households: 9%
- ❑ Both Landline and Cellphone Households: 32%

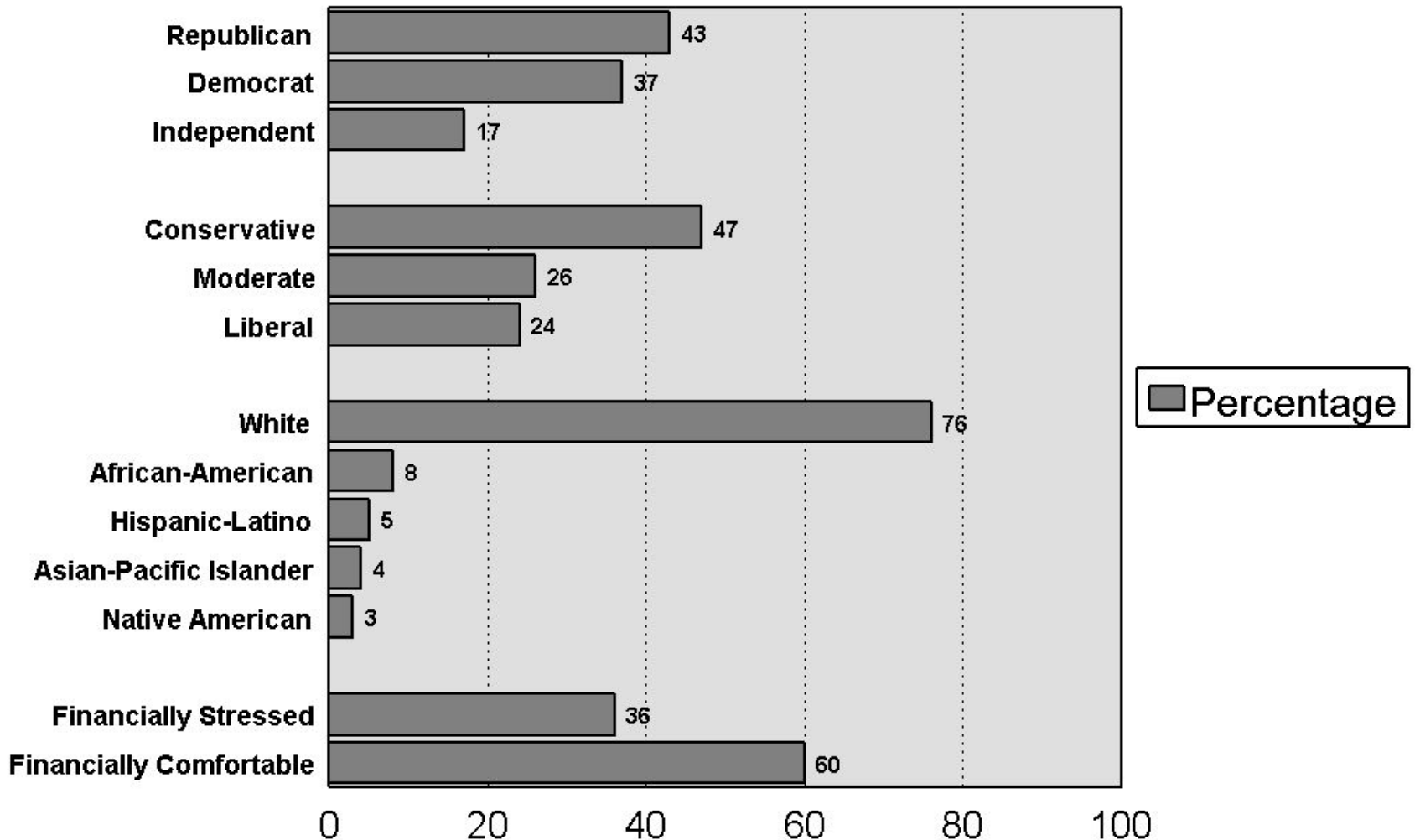
Demographics I

2024 Prior Lake-Savage Area School District



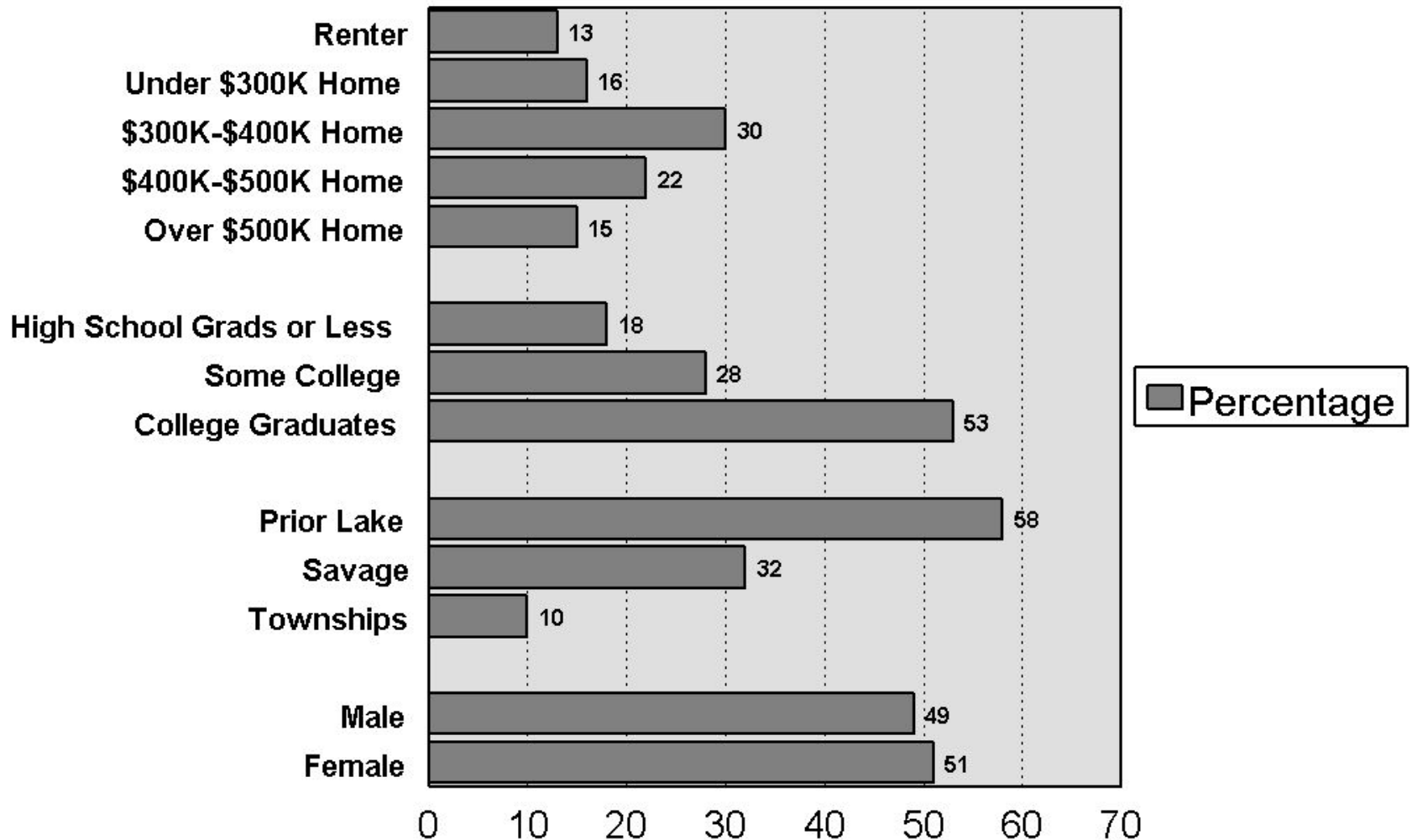
Demographics II

2024 Prior Lake-Savage Area School District



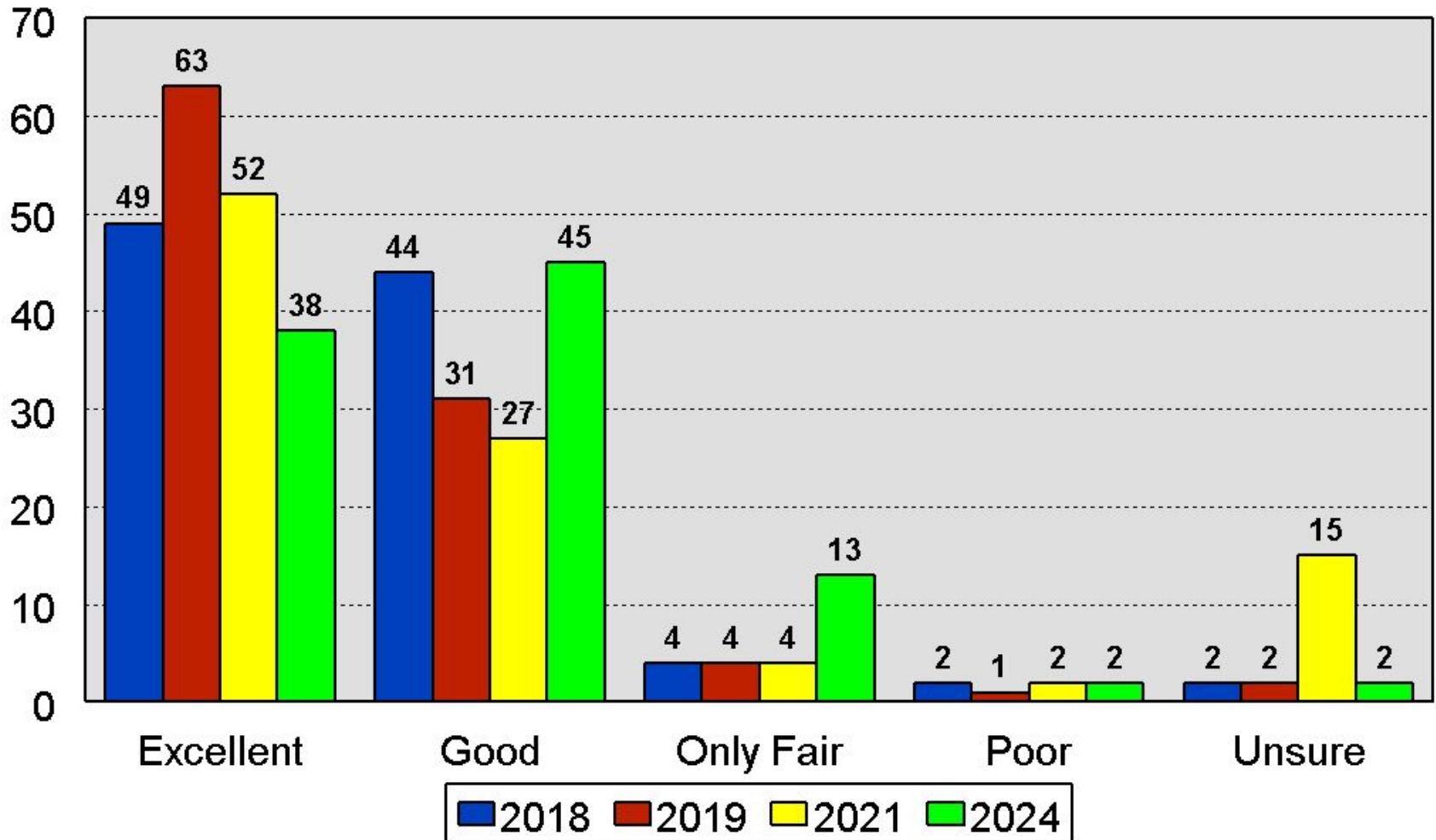
Demographics III

2024 Prior Lake-Savage Area School District



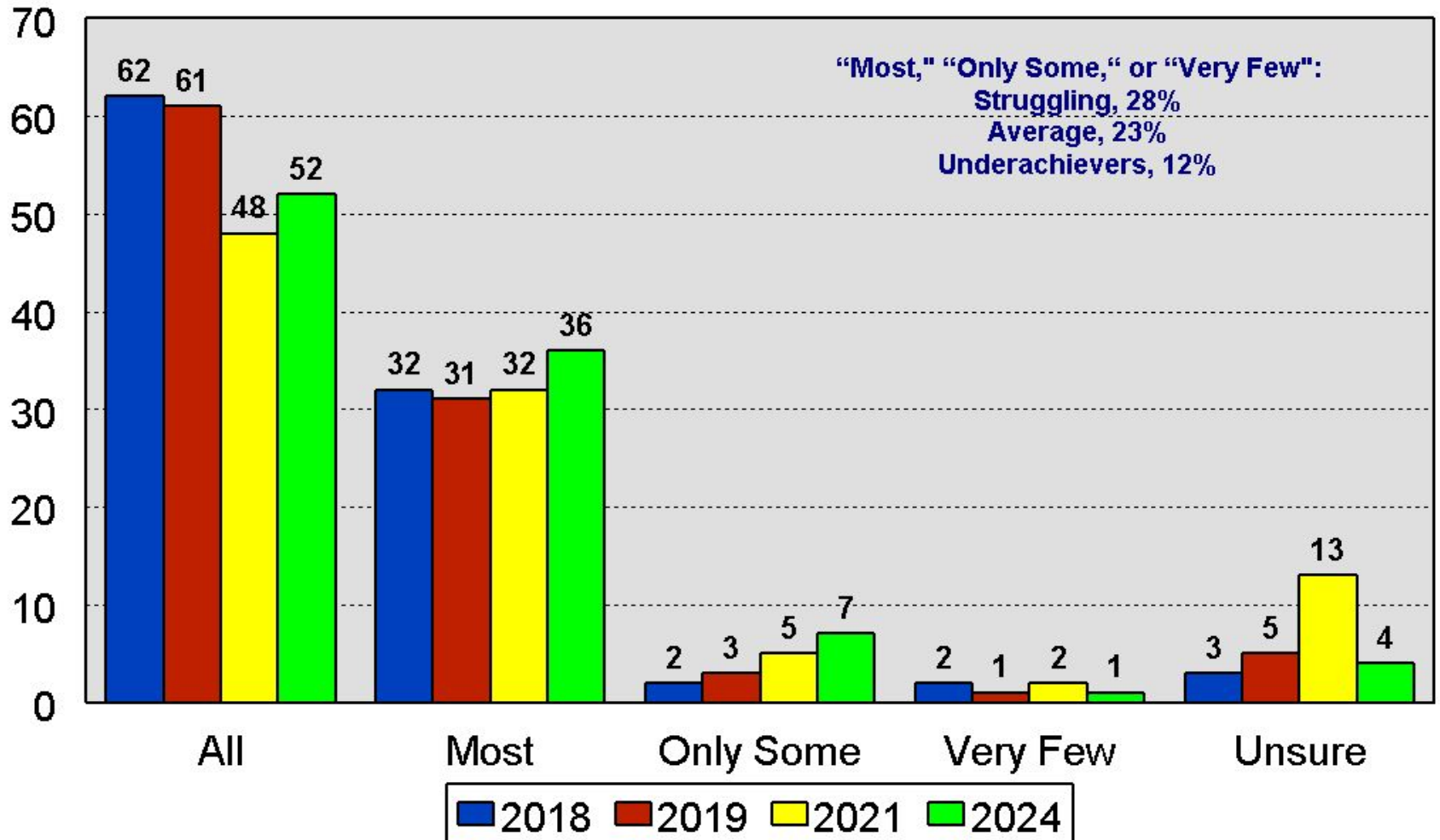
Quality of Education

2024 Prior Lake-Savage Area School District



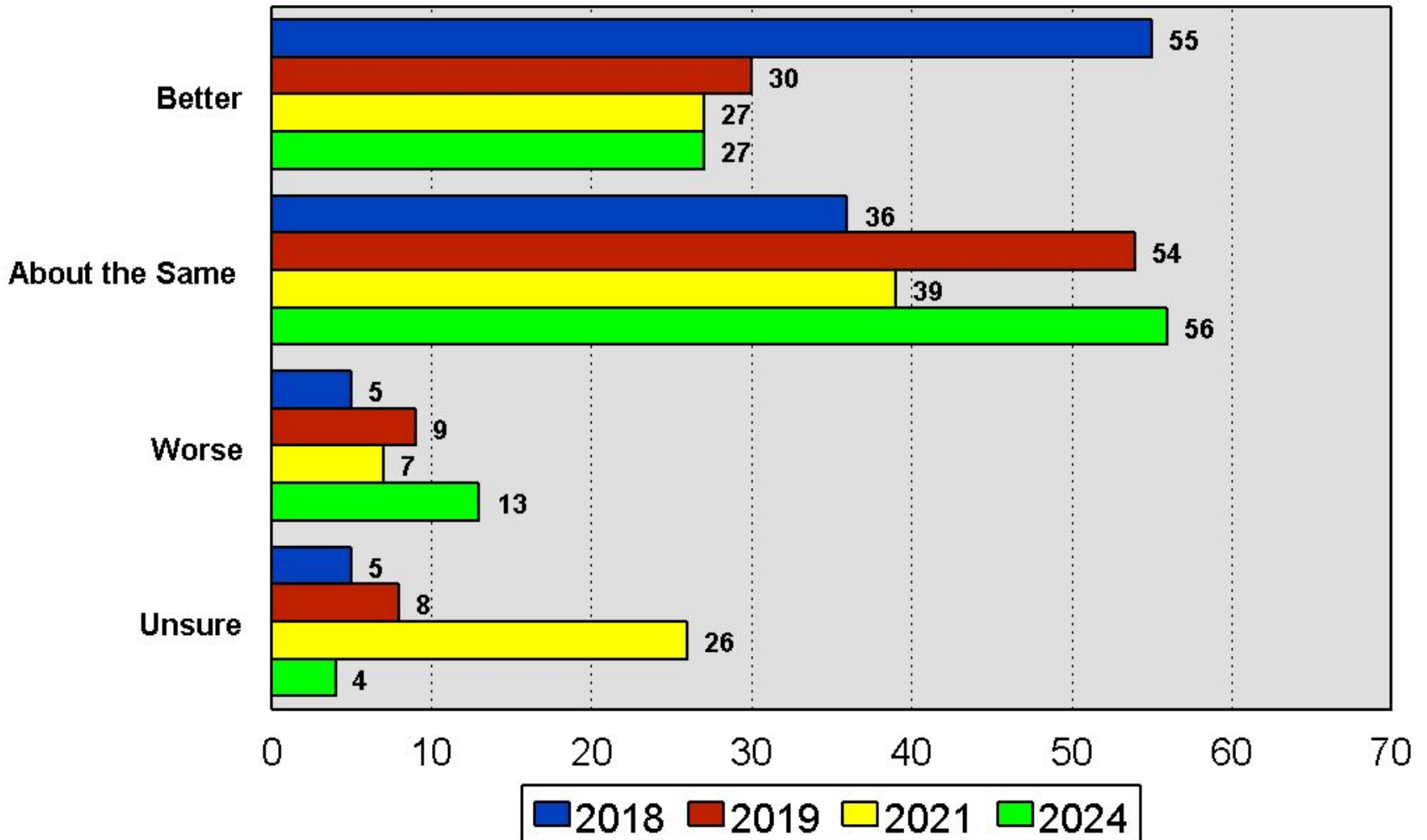
Meeting Learning Needs

2024 Prior Lake-Savage Area School District



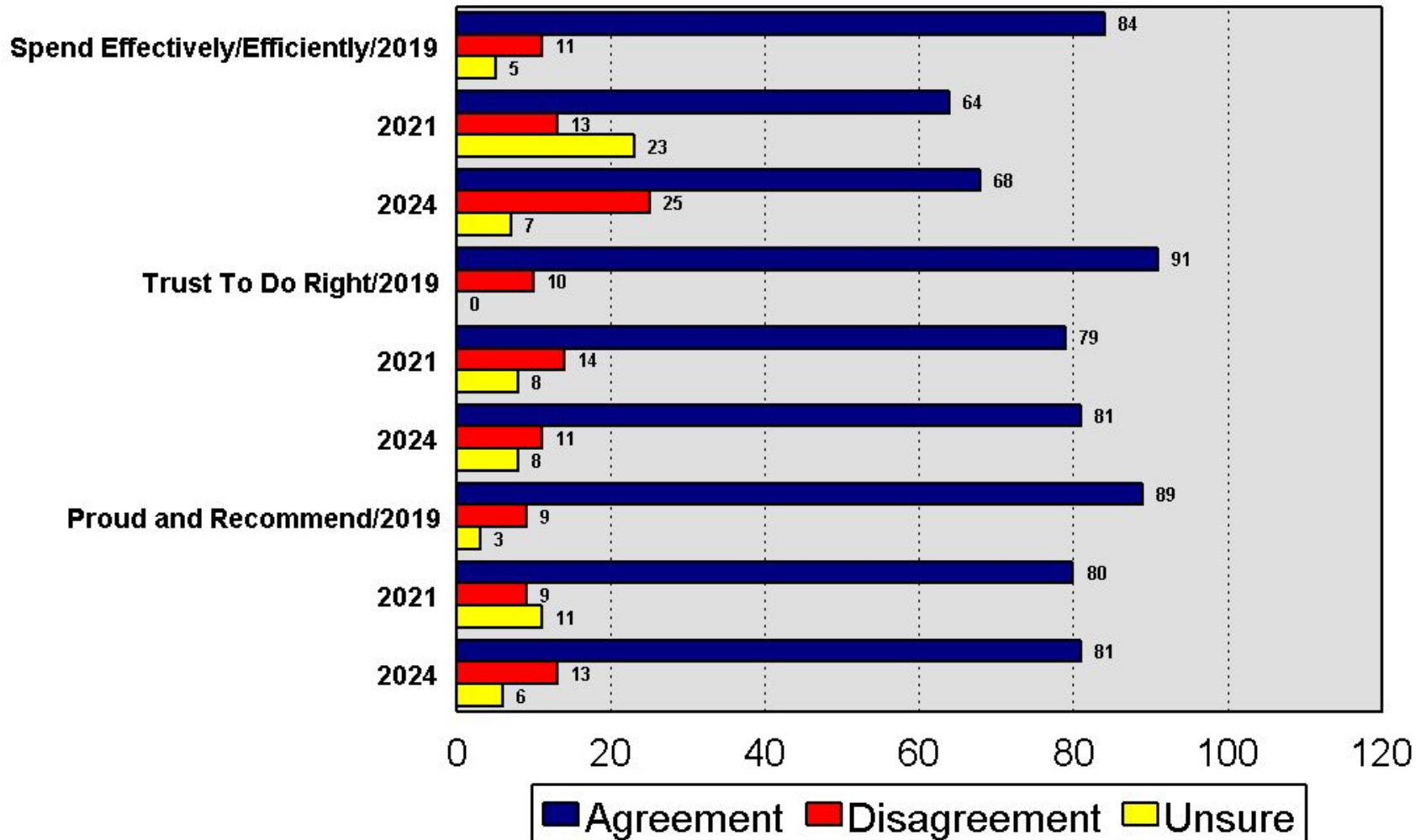
Quality Over Time

2024 Prior Lake-Savage Area School District



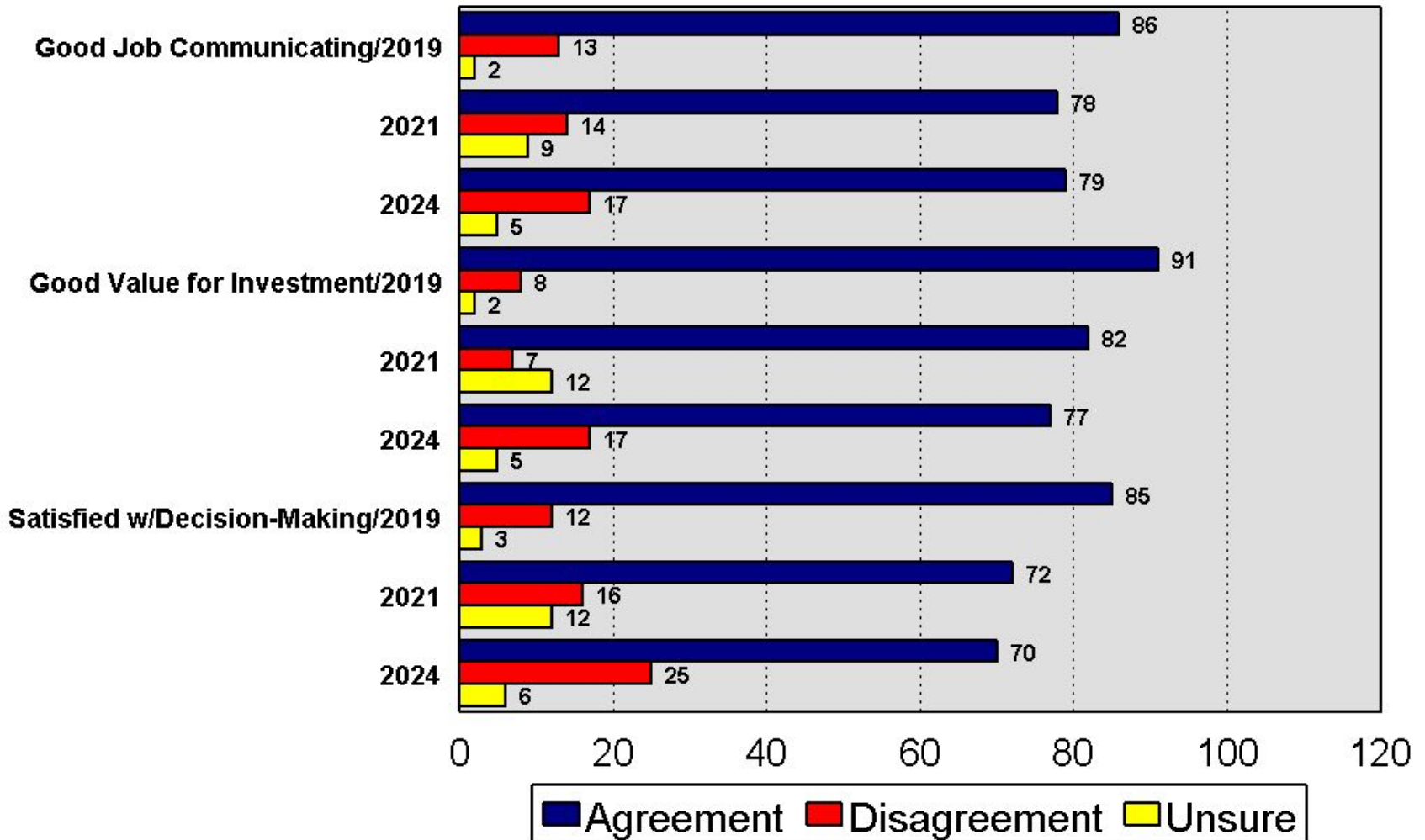
Specific Perceptions I

2024 Prior Lake-Savage Area School District



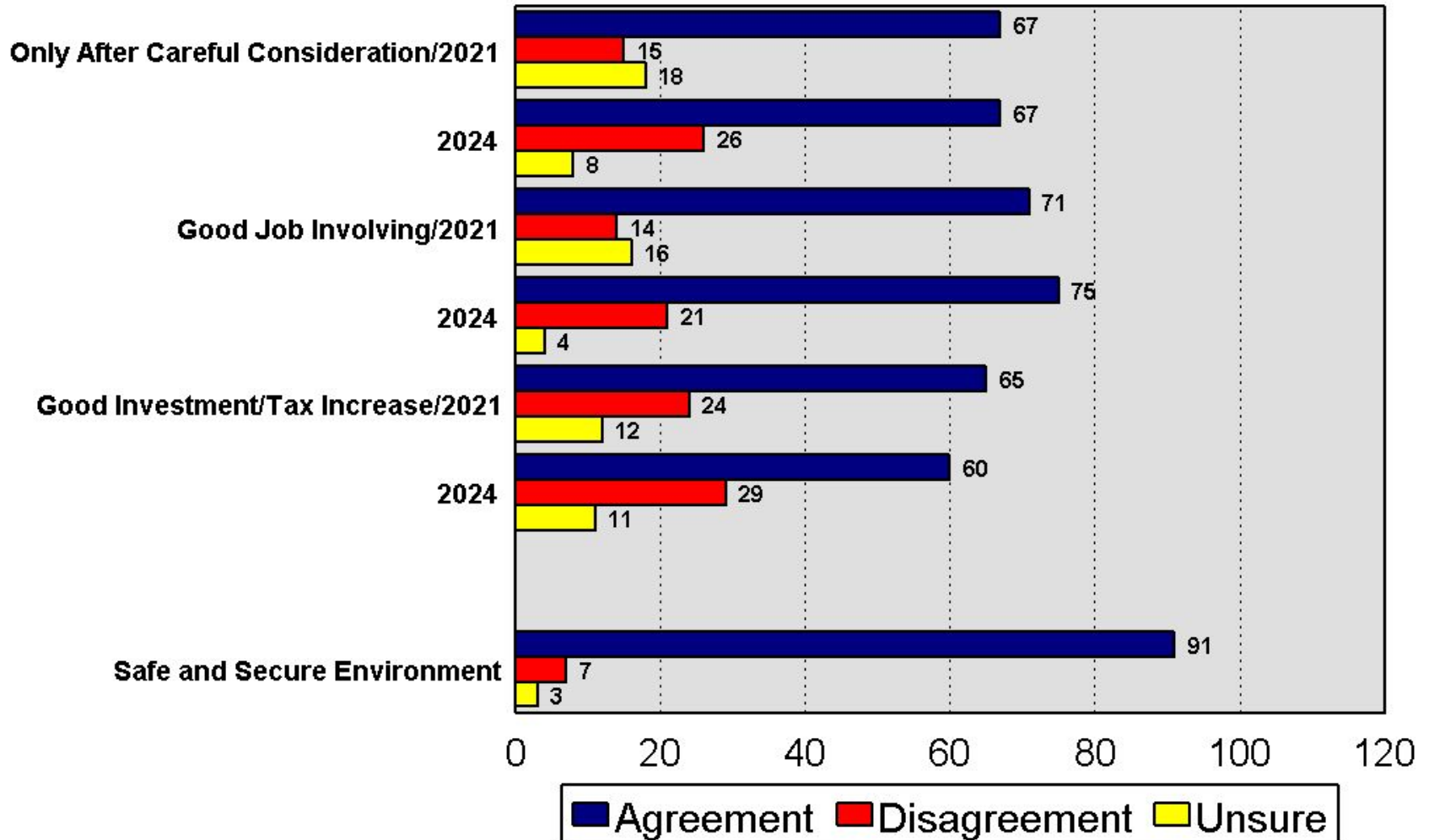
Specific Perceptions II

2024 Prior Lake-Savage Area School District



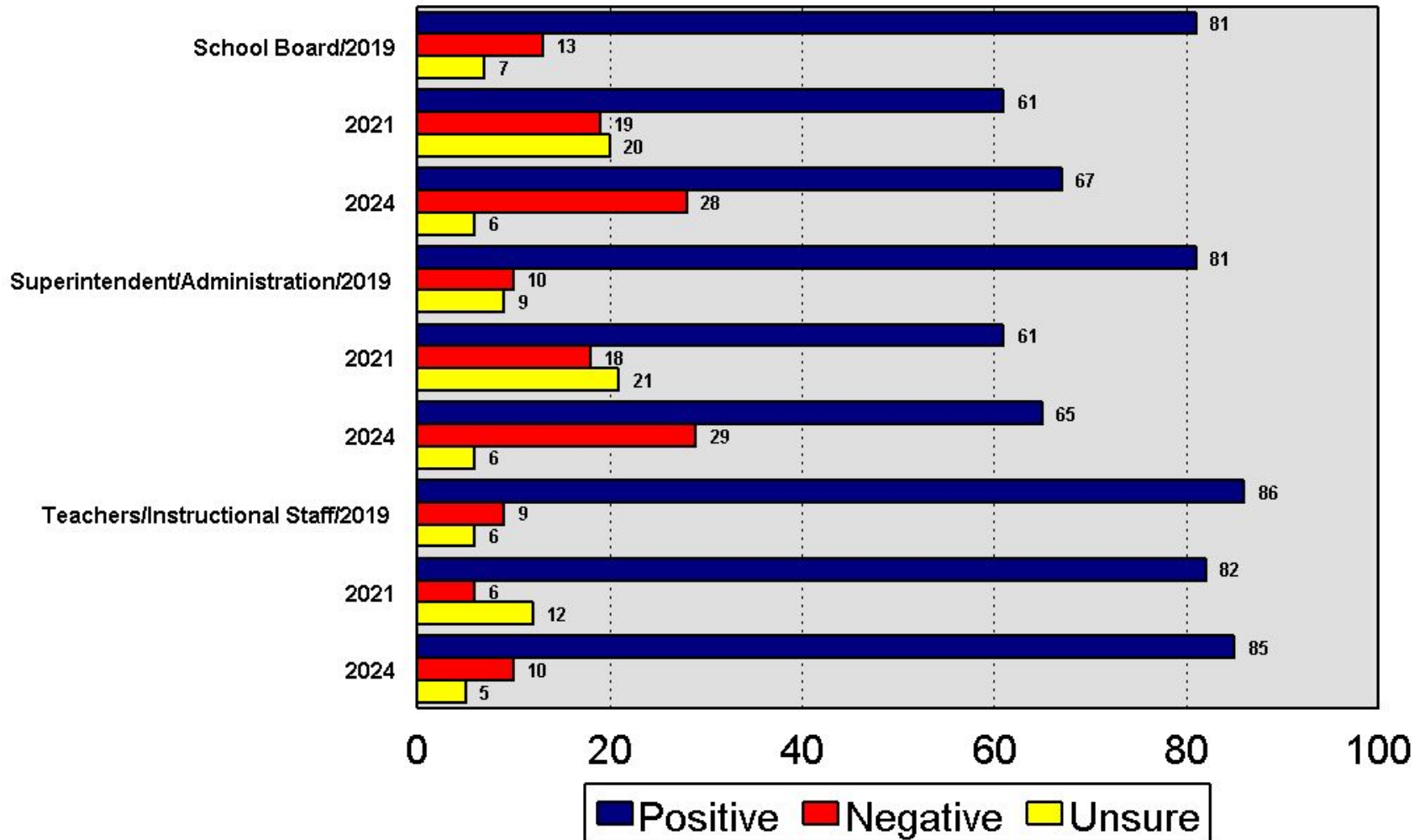
Specific Perceptions III

2024 Prior Lake-Savage Area School District



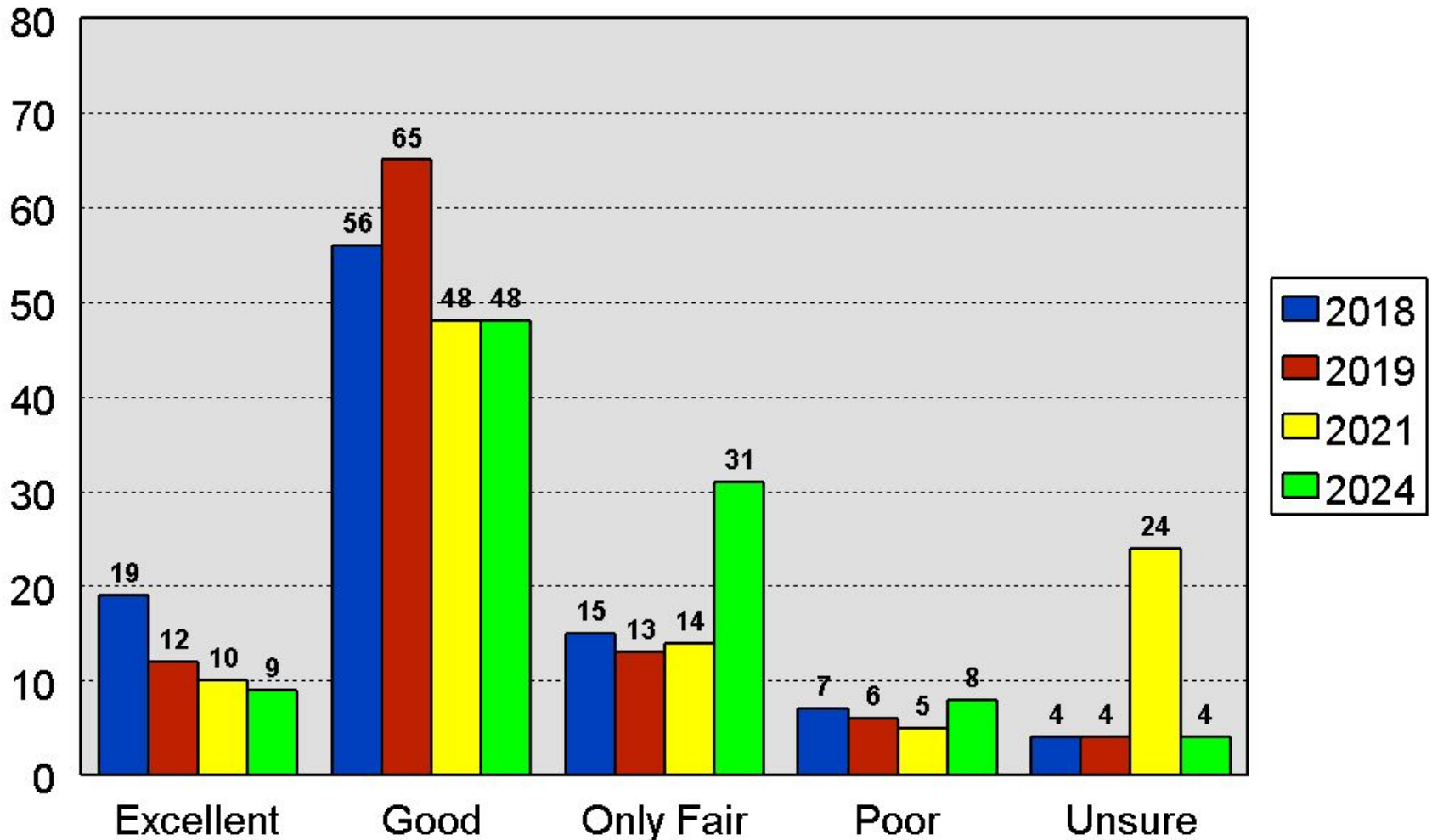
Job Performance Ratings

2024 Prior Lake-Savage Area School District



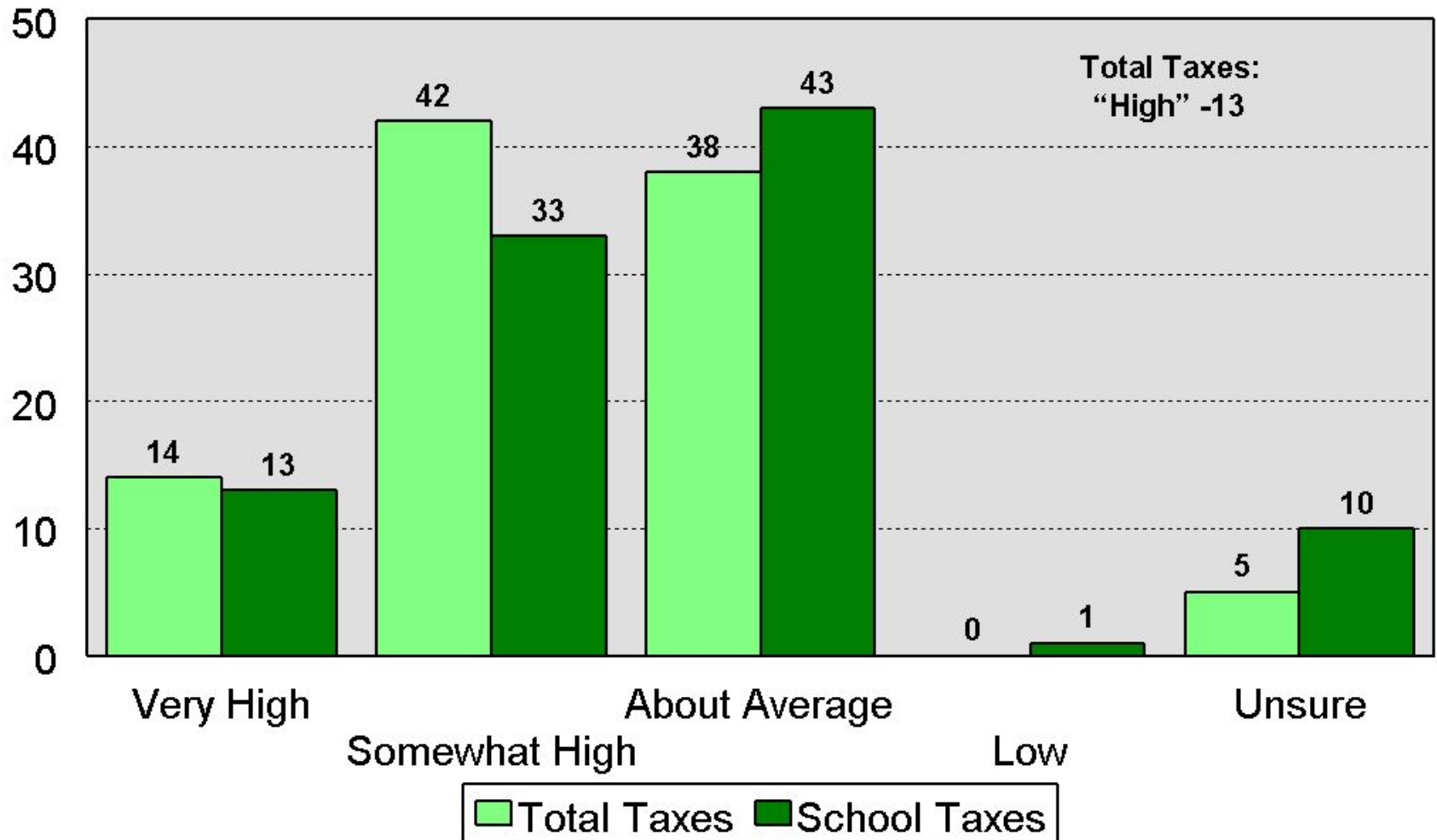
Financial Management

2024 Prior Lake-Savage Area School District



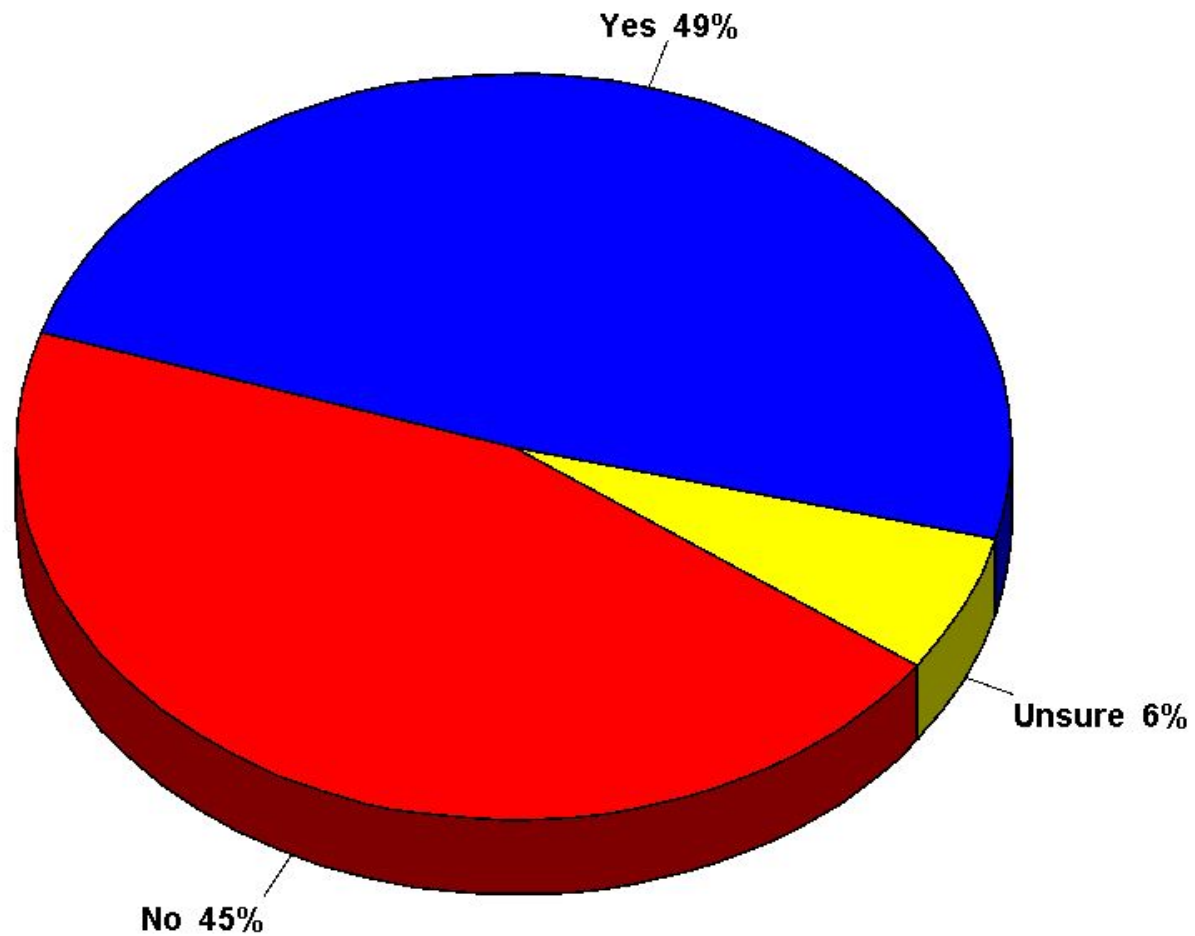
Property Tax Climate

2024 Prior Lake-Savage Area School District



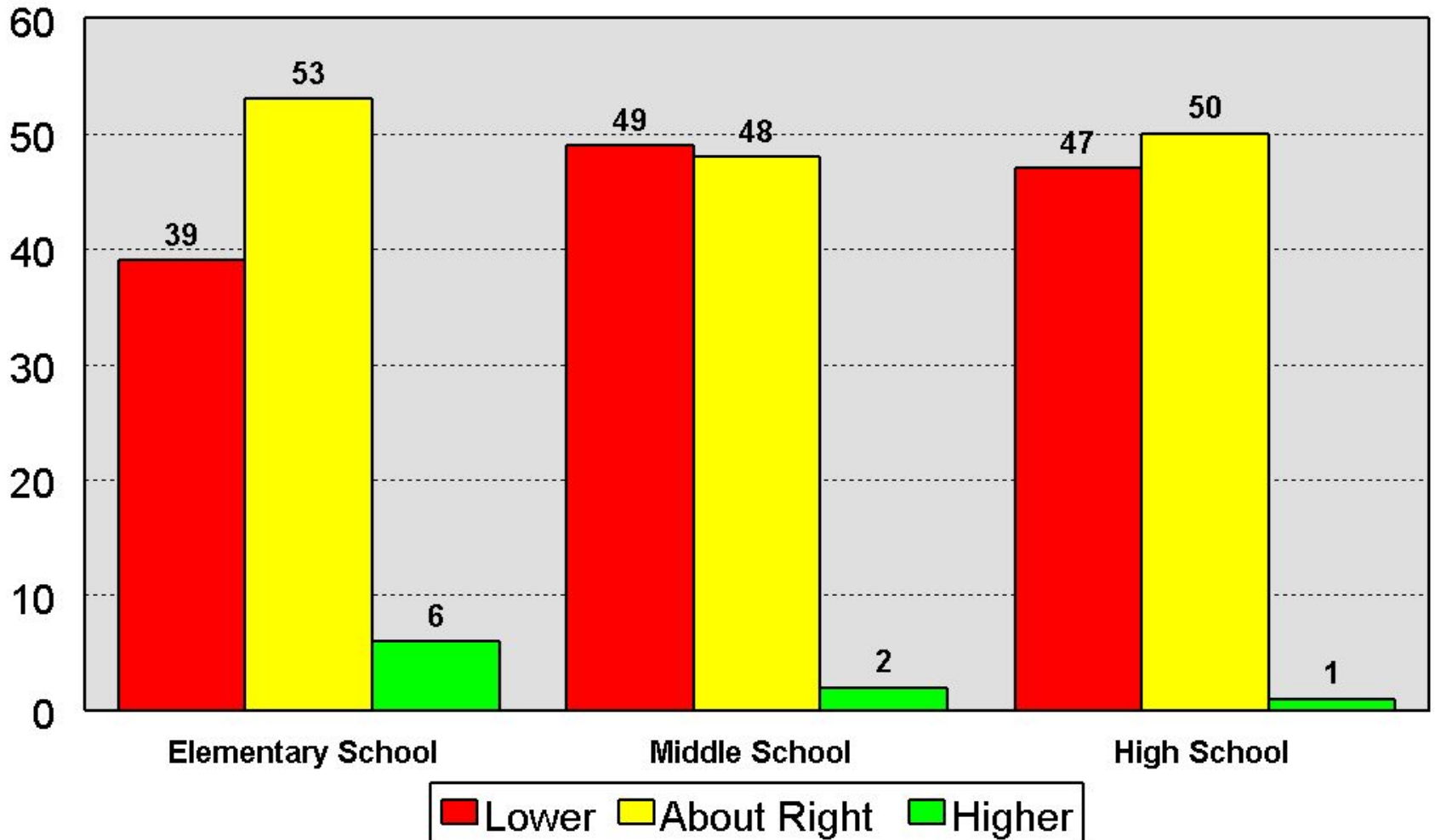
Adequately Funded

2024 Prior Lake-Savage Area School District



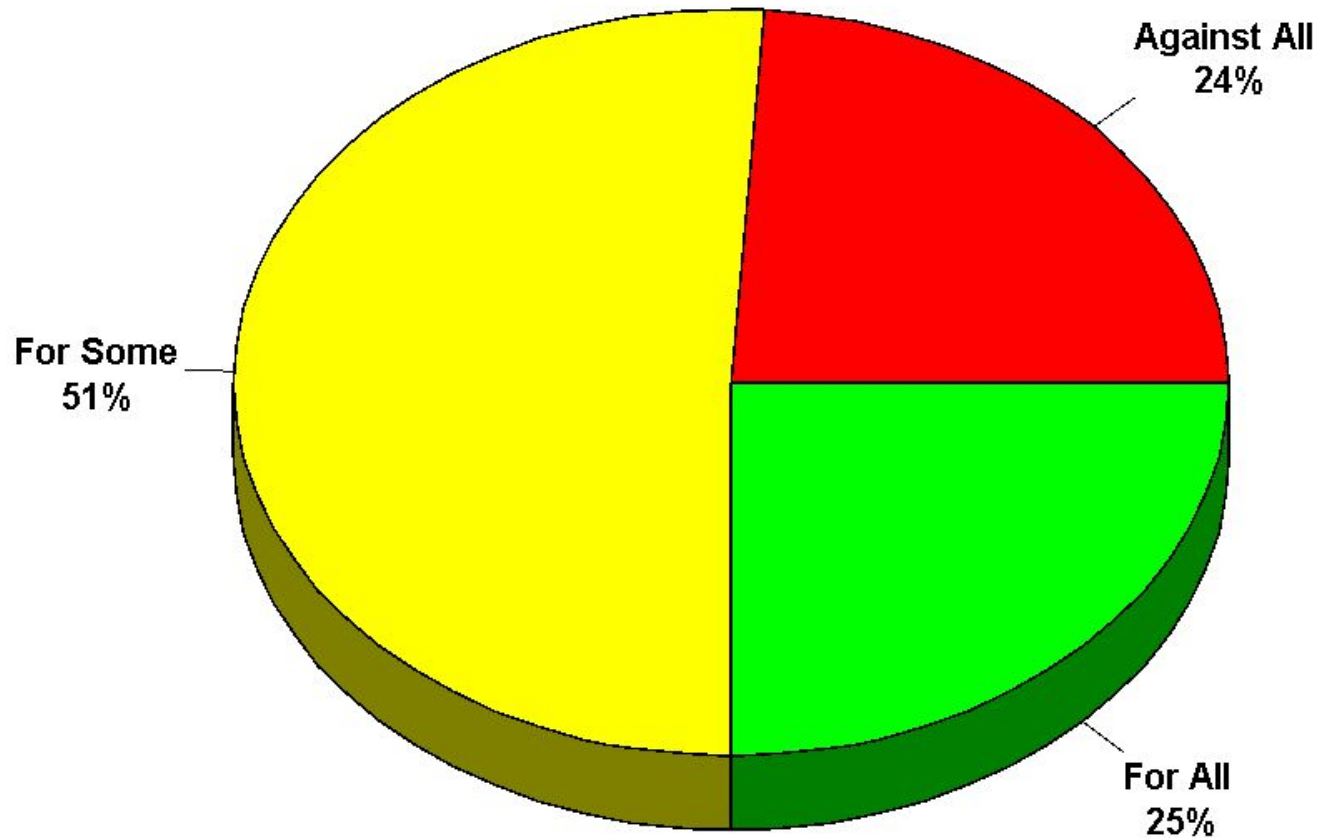
Class Sizes

2024 Prior Lake-Savage Area School District



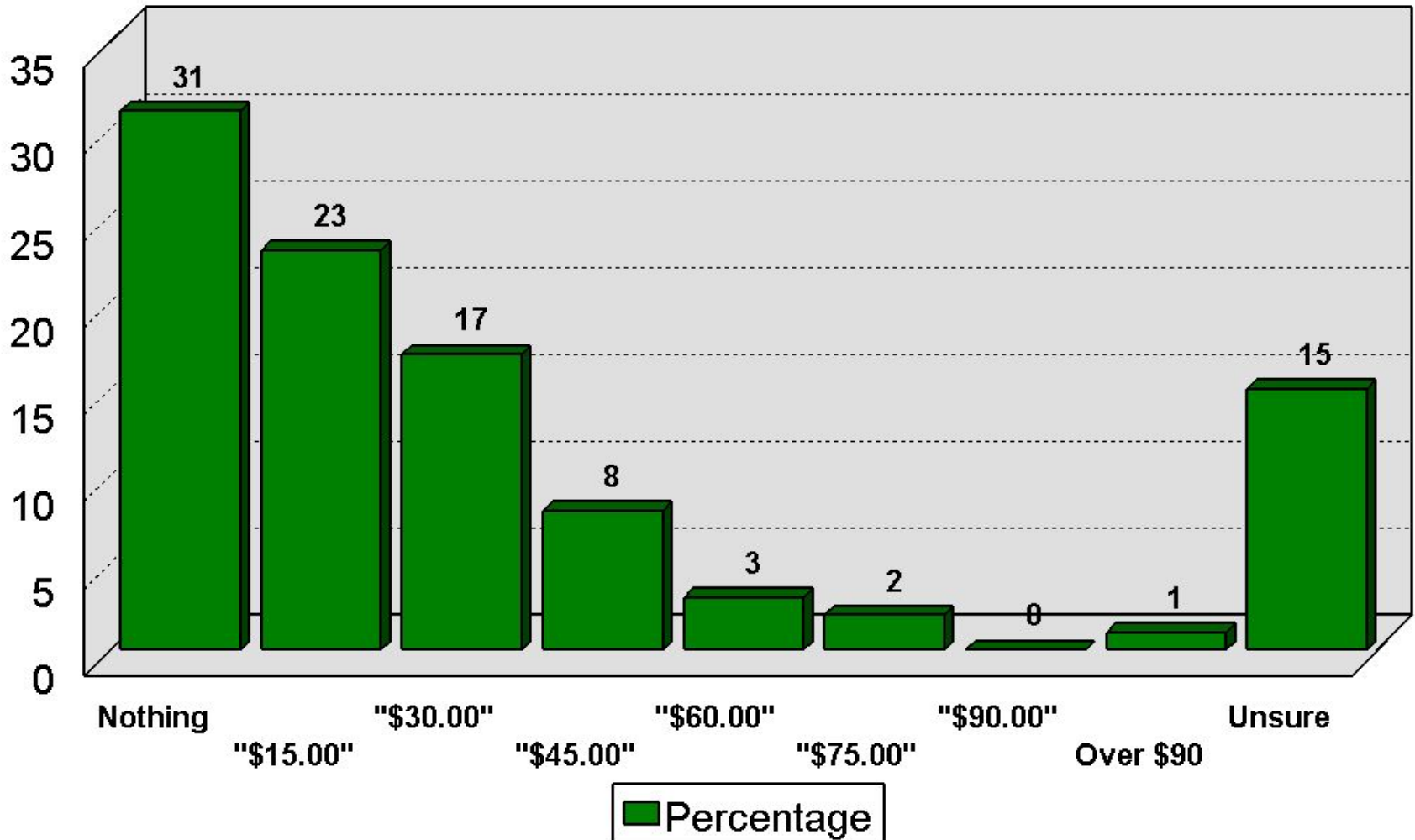
Referendum Predisposition

2024 Prior Lake-Savage Area School District



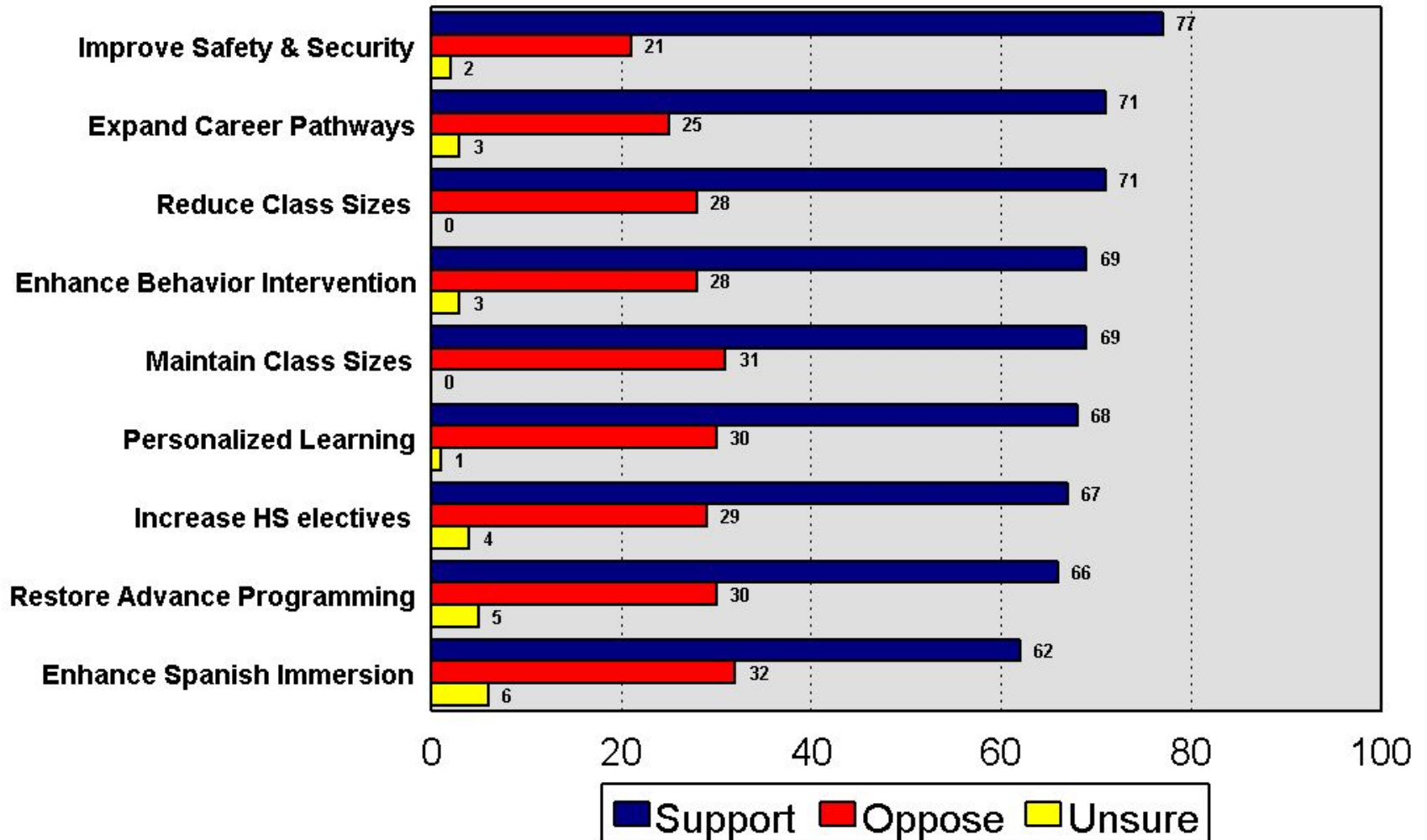
Tax Increase for District Operations

2024 Prior Lake-Savage Area School District



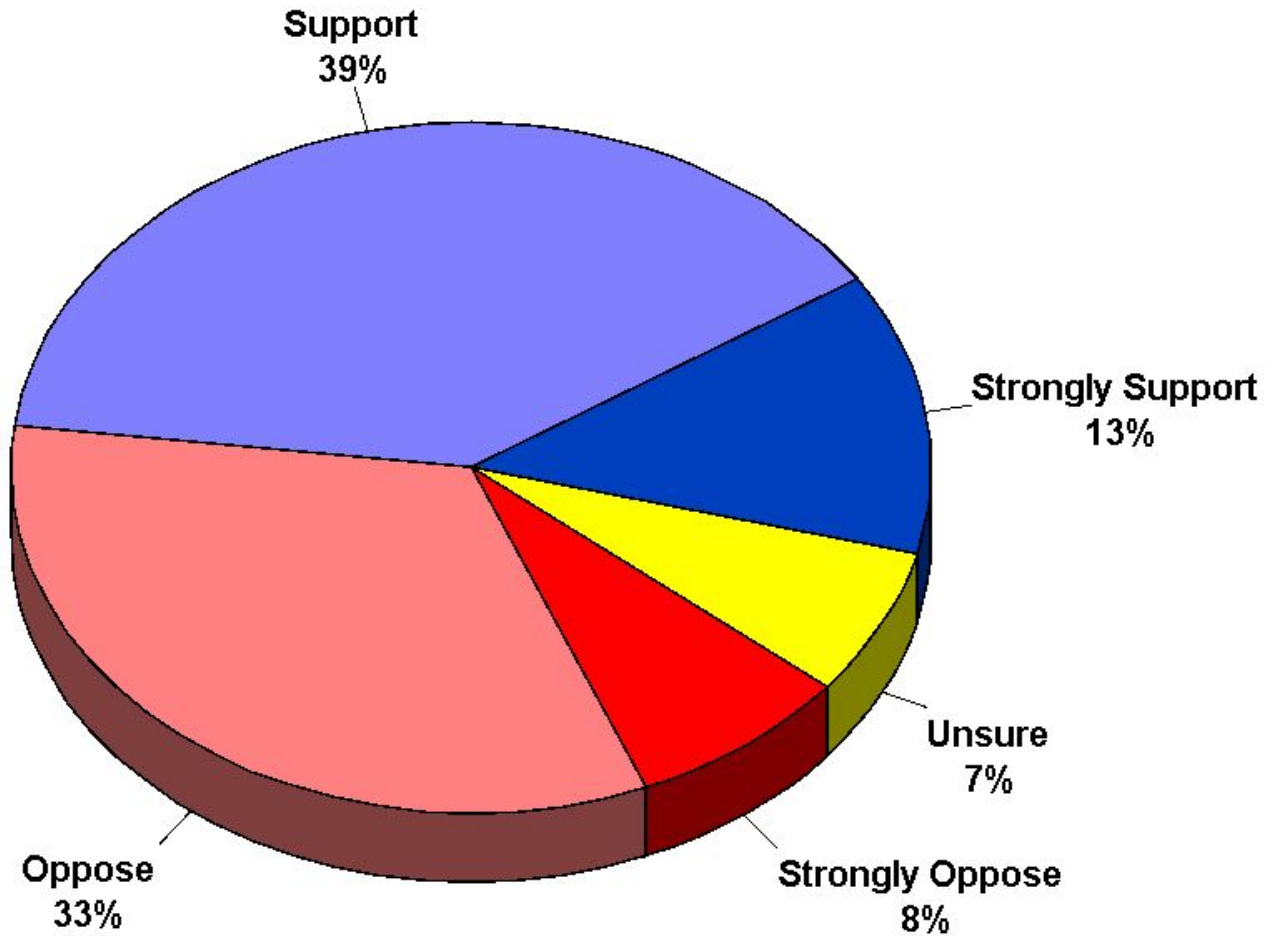
Property Tax Increase for....

2024 Prior Lake-Savage Area School District



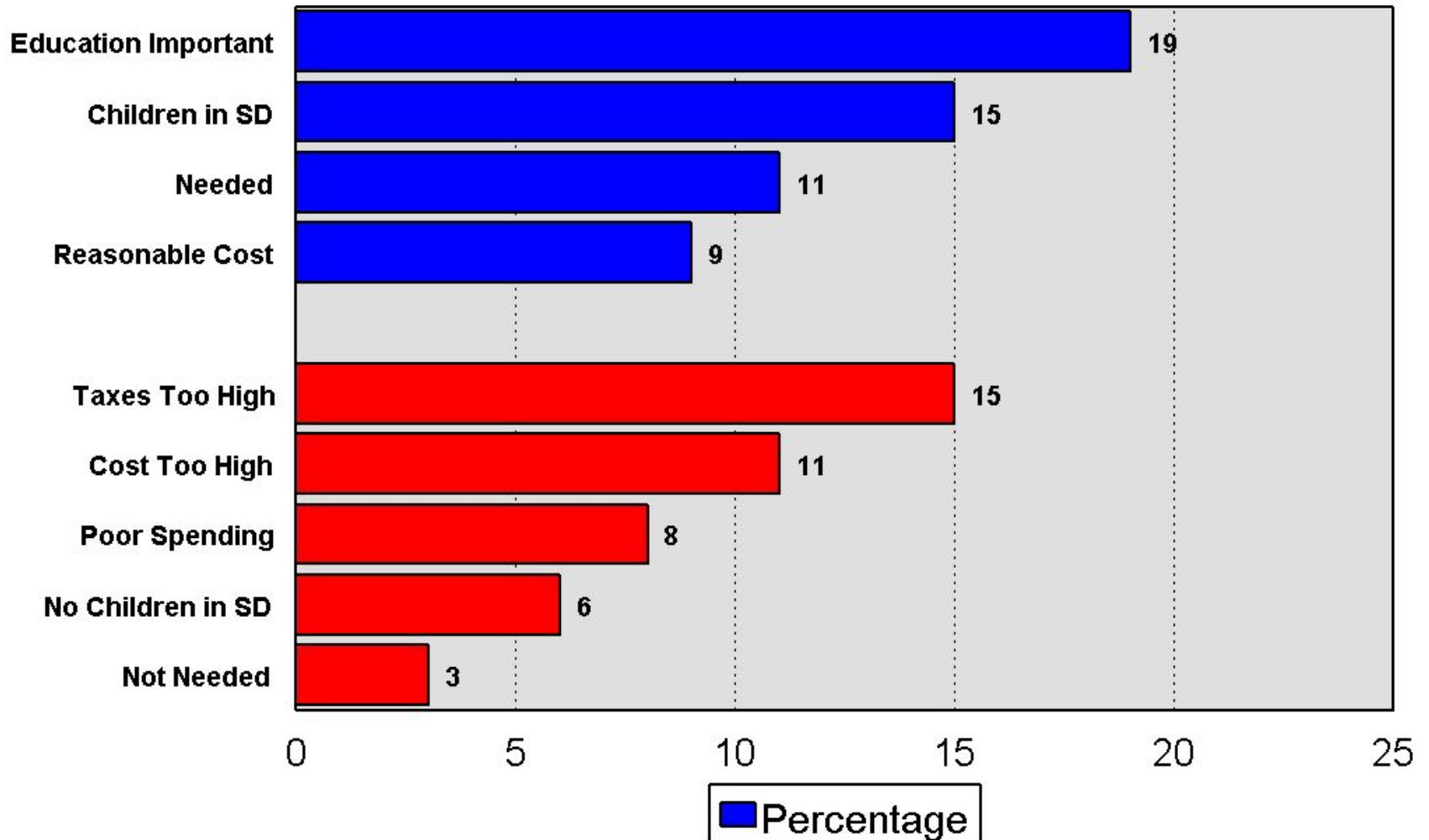
\$1,624 PPU Operating Levy (Pretest)

2024 Prior Lake-Savage Area School District



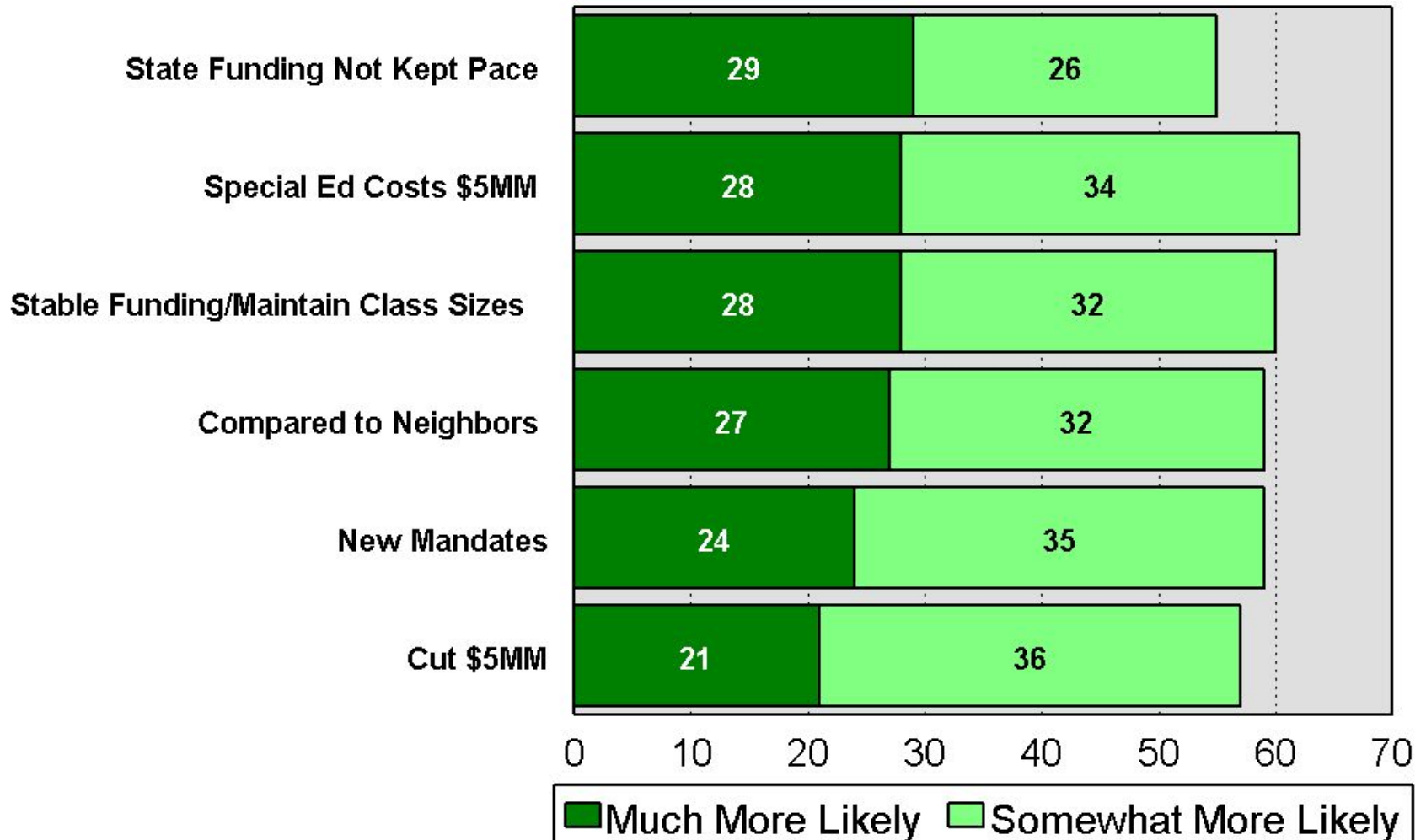
Reason for Levy Position

2024 Prior Lake-Savage Area School District



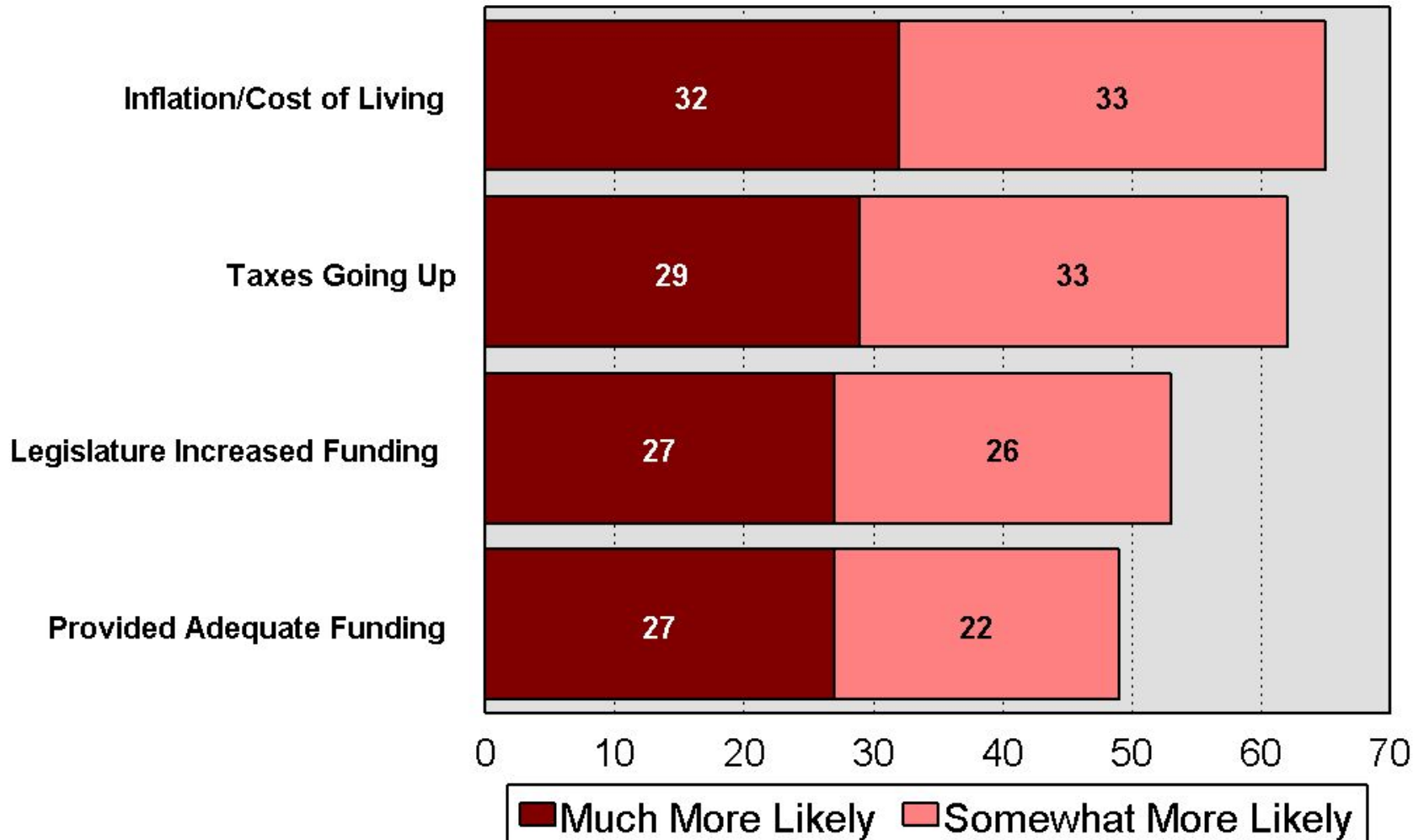
Arguments in Support

2024 Prior Lake-Savage Area School District



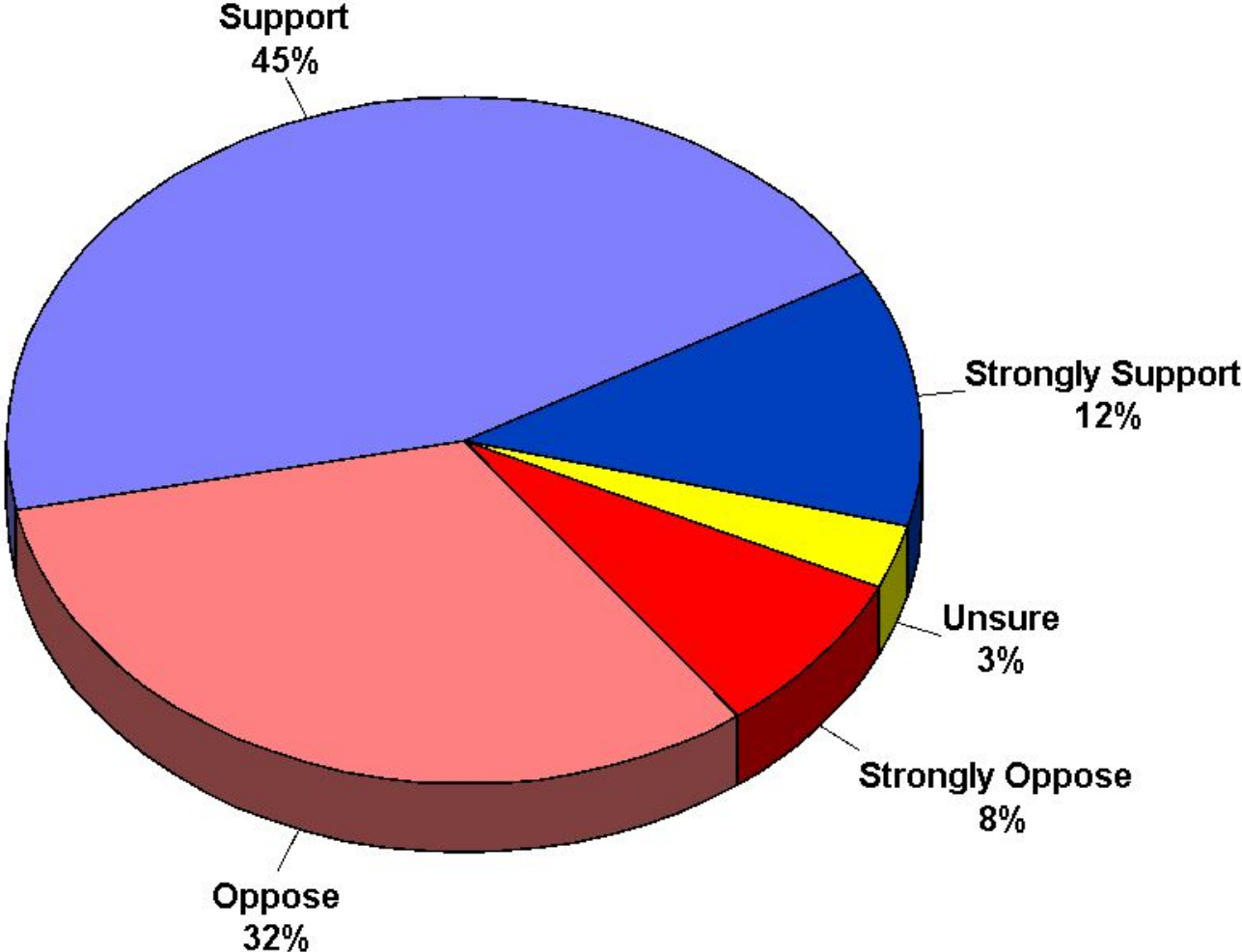
Arguments in Opposition

2024 Prior Lake-Savage Area School District



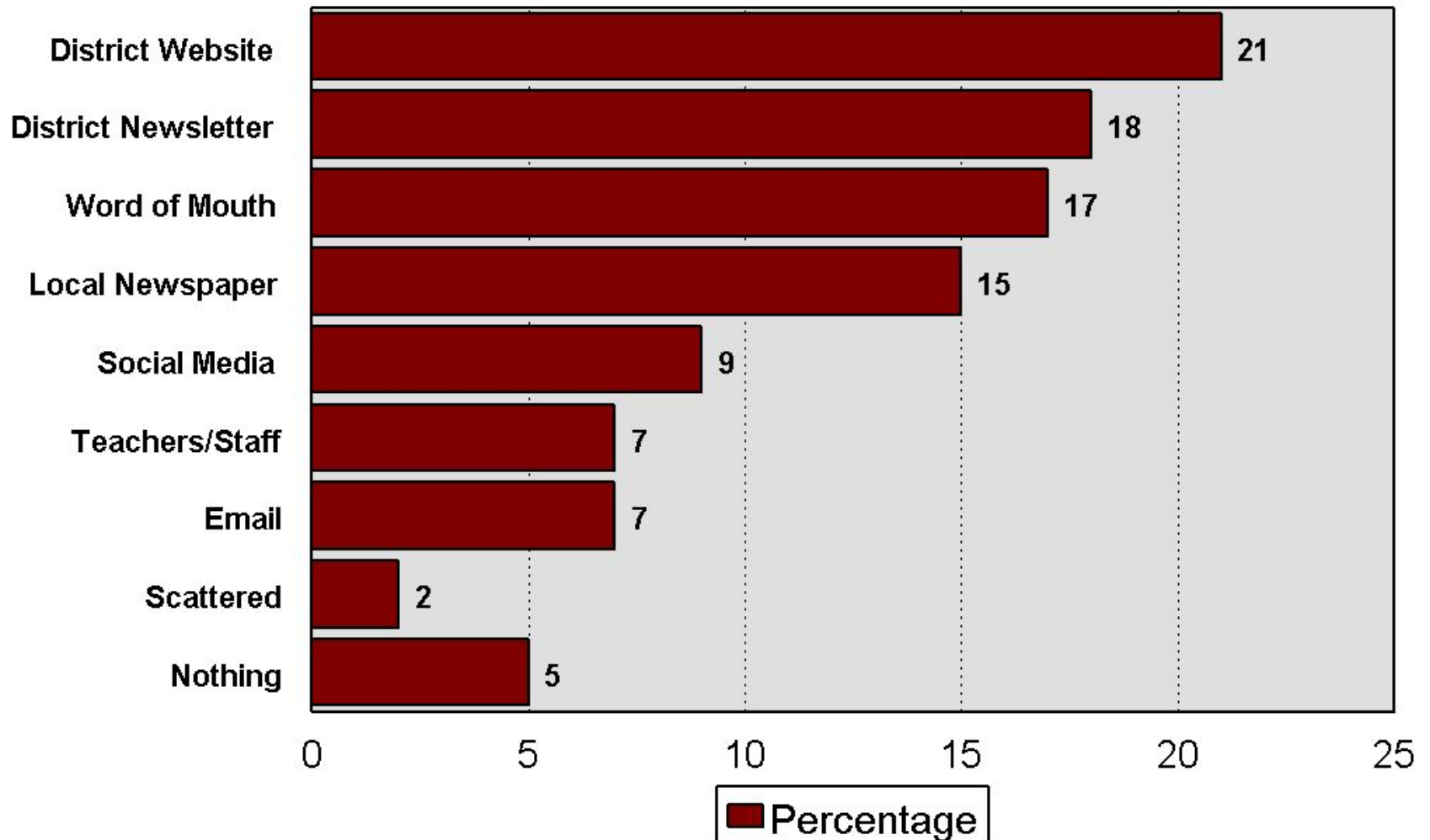
\$1,624 PPU Operating Levy (Post Test)

2024 Prior Lake-Savage Area School District



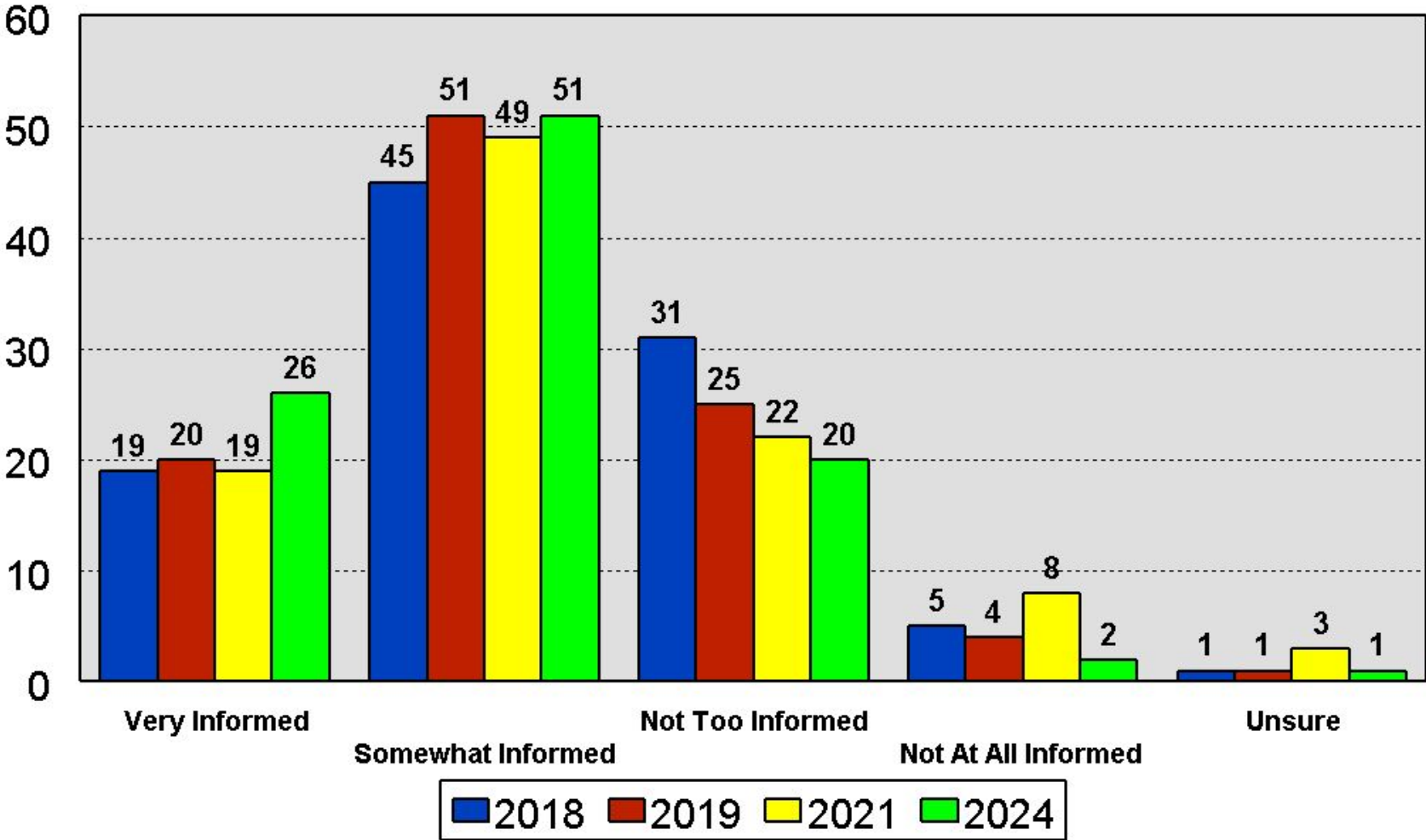
Primary Source of Information

2024 Prior Lake-Savage Area School District



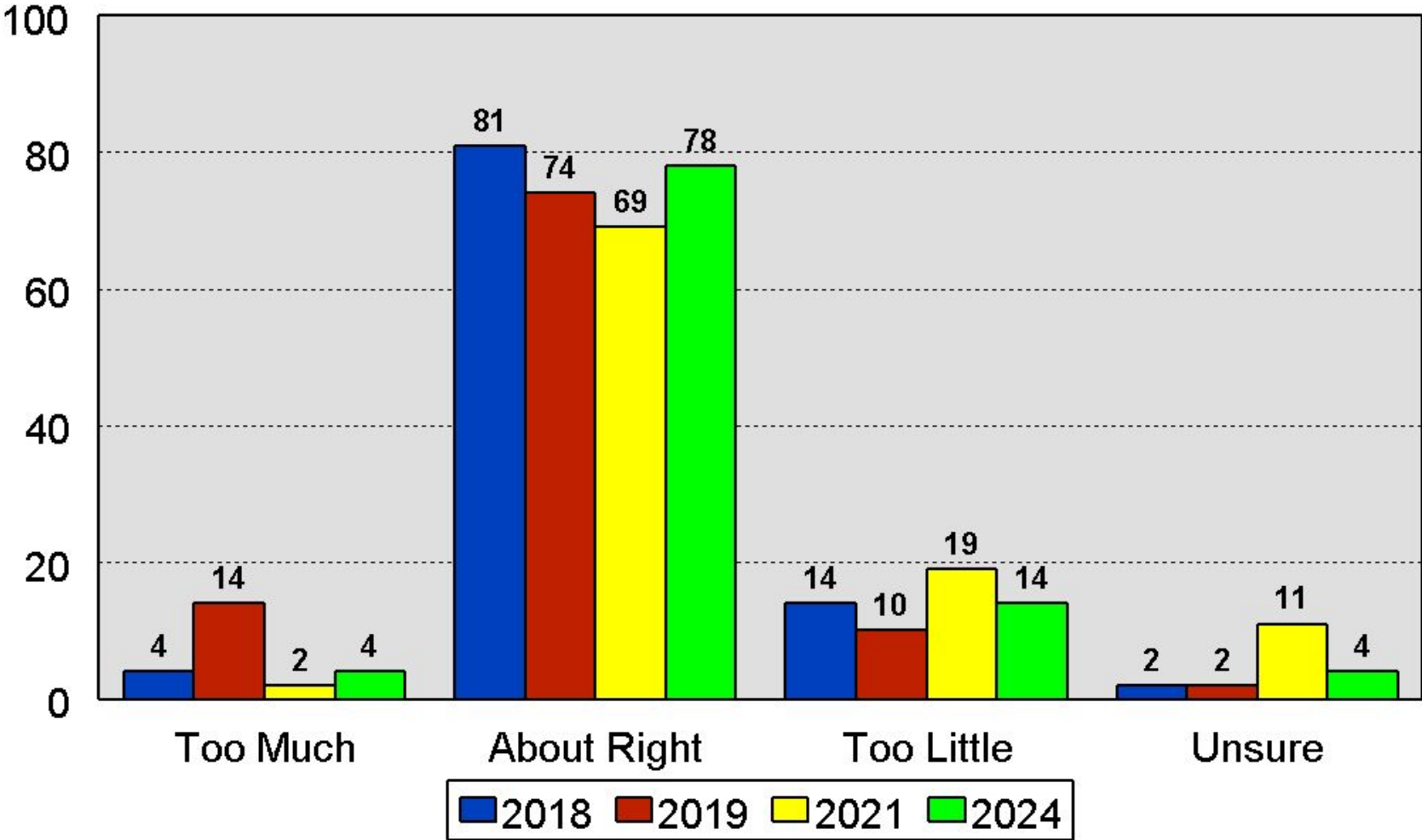
Level of Information

2024 Prior Lake-Savage Area School District



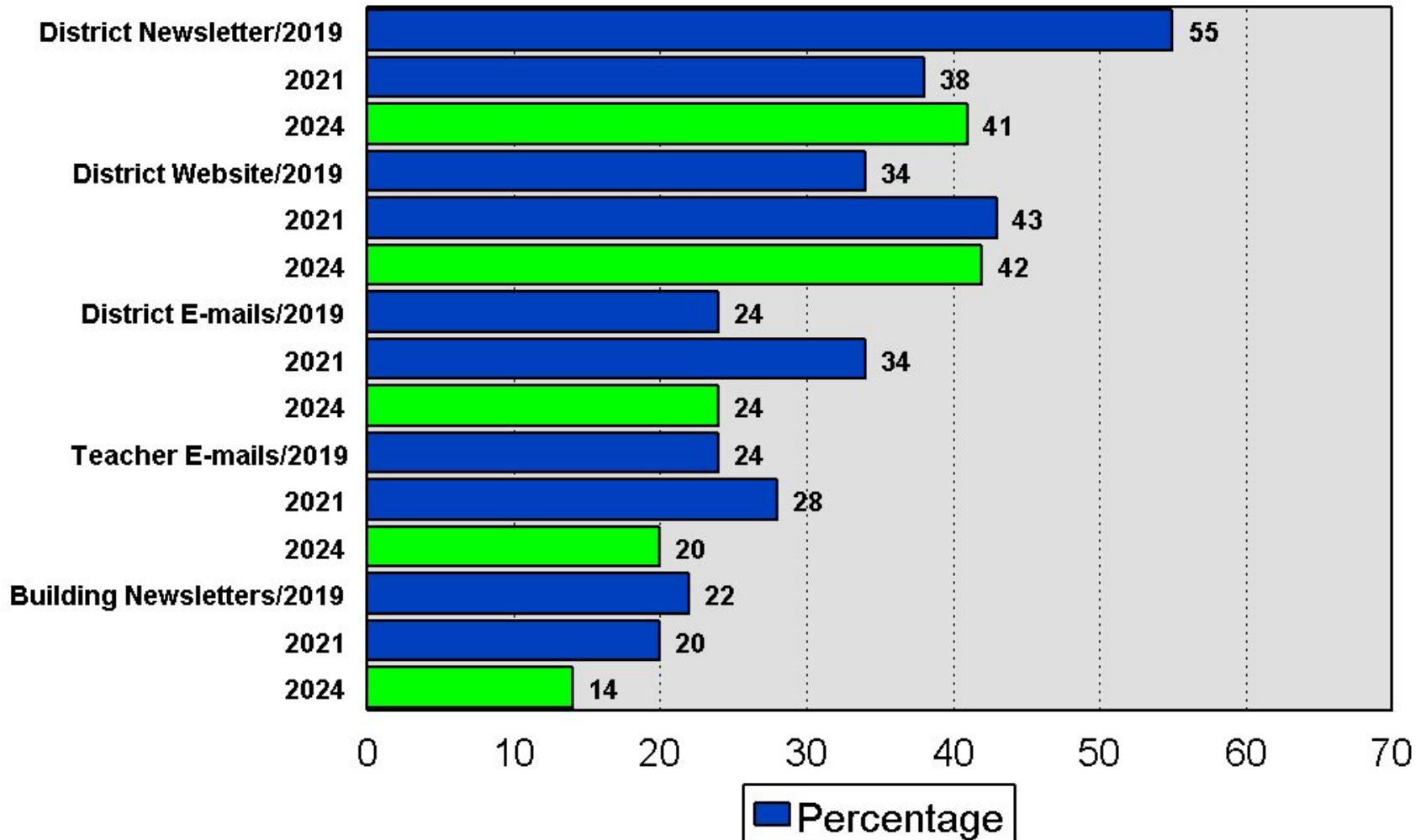
Satisfied with the Amount of Print

2024 Prior Lake-Savage Area School District



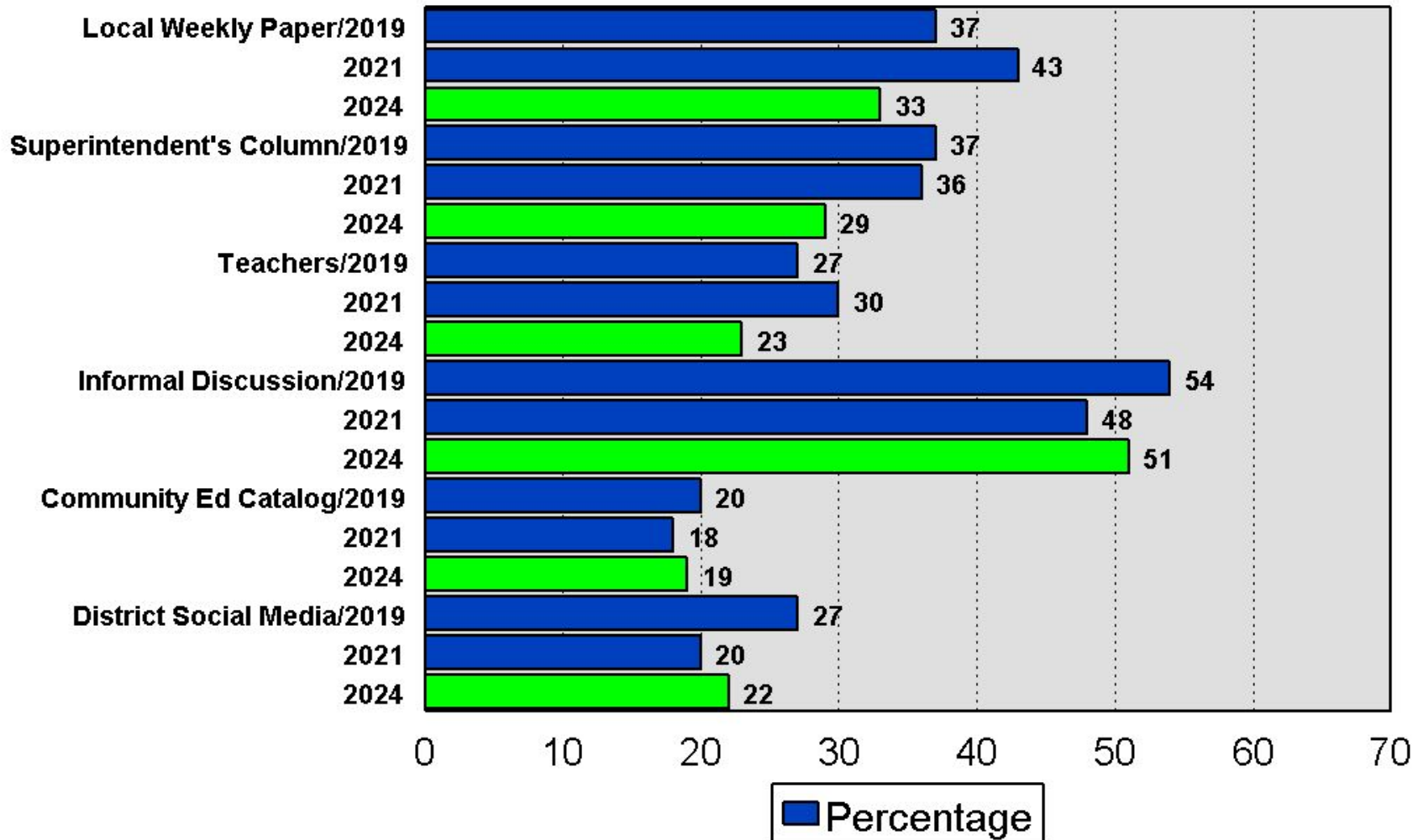
Sources of Information I

2024 Prior Lake-Savage Area School District



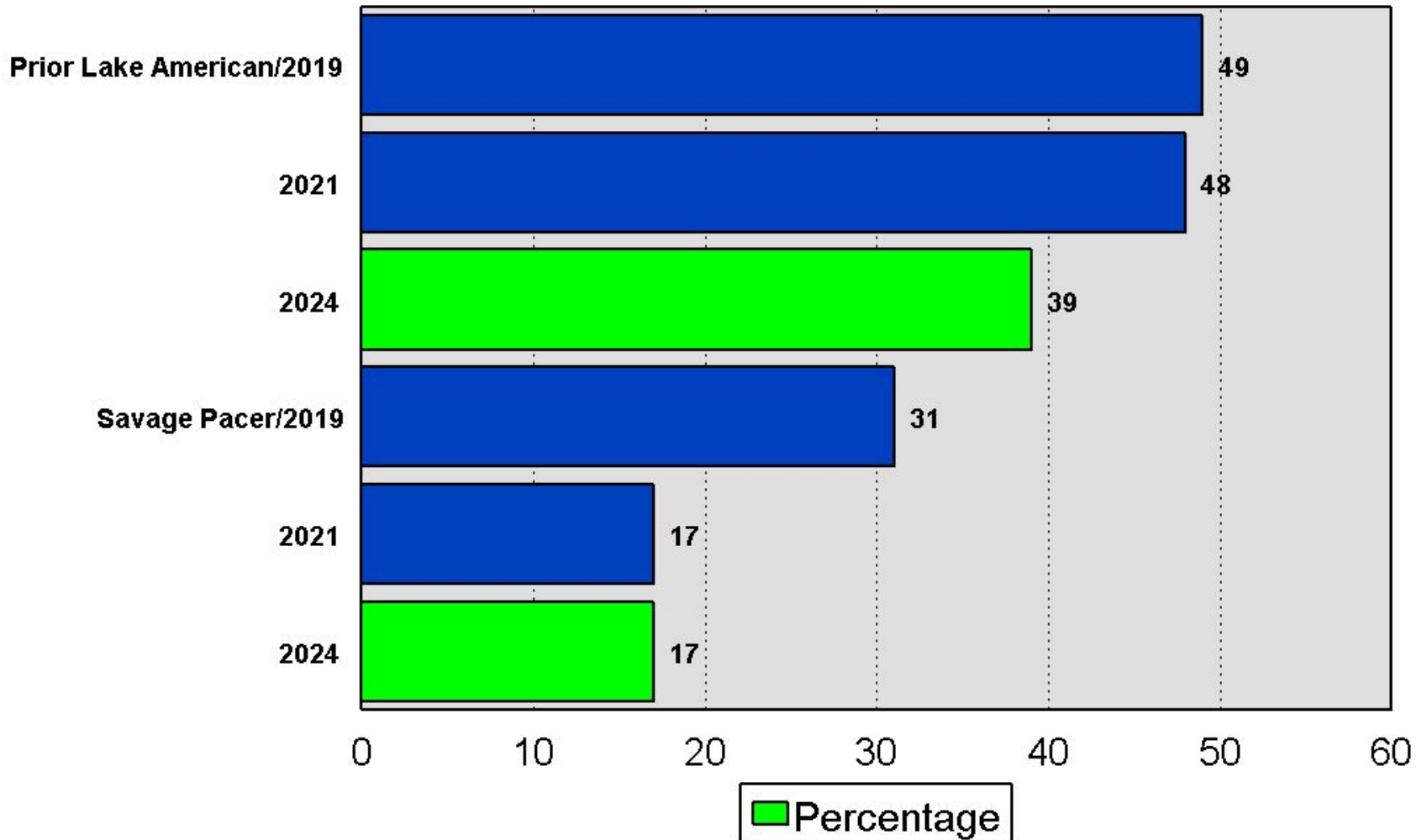
Sources of Information II

2024 Prior Lake-Savage Area School District



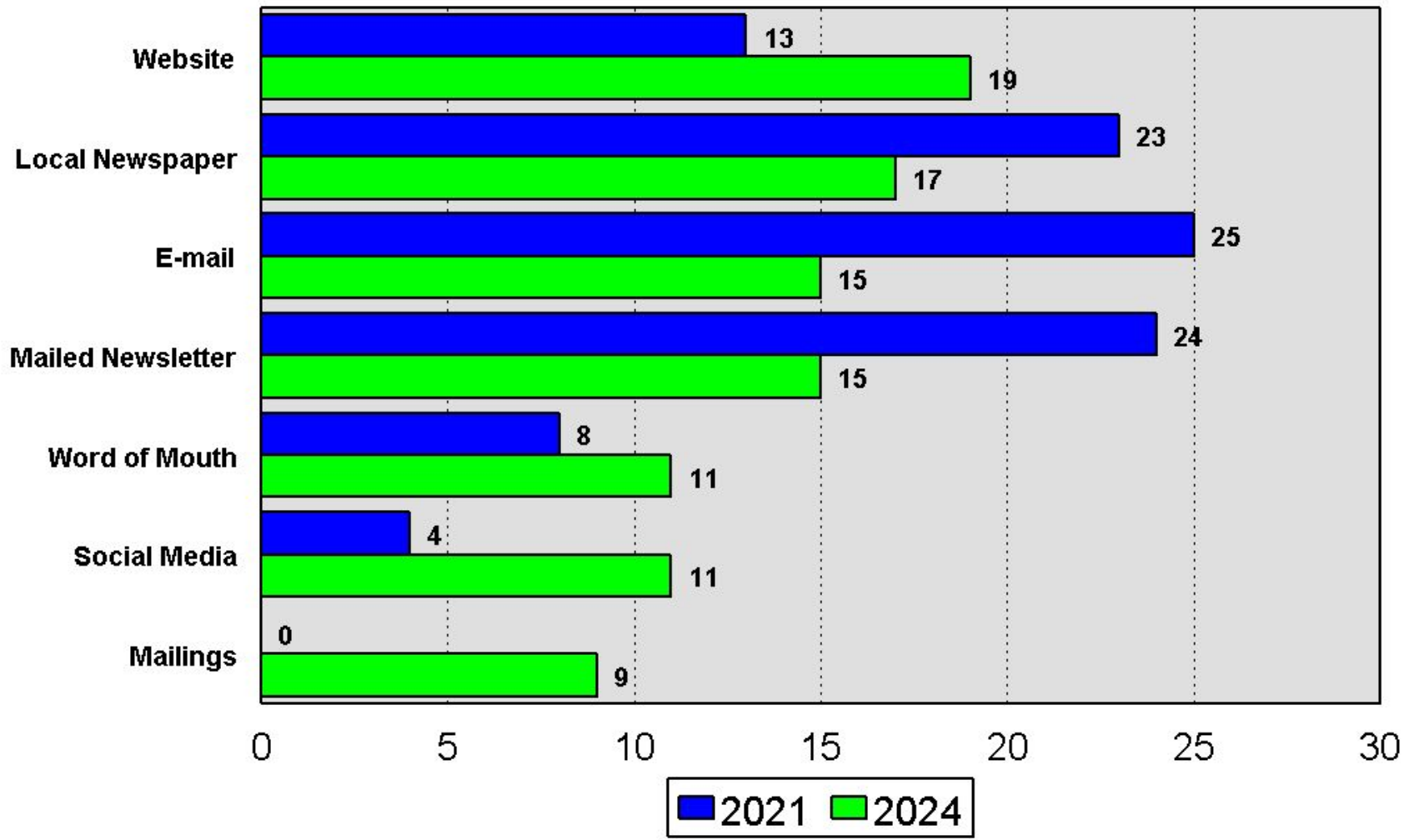
Newspapers

2024 Prior Lake-Savage Area School District



Best Way to Receive Information

2024 Prior Lake-Savage Area School District



7.B. Award Vendors for Parking Lot Projects

Presenter: Pam
Carman, Director of
Finance and
Operations



MEMORANDUM

TO: ISD 110 School Board

FROM: Pam Carman, Director of Finance & Operations
Tim Bisek, Director of Buildings & Grounds

DATE: February 24, 2025

SUBJECT: Approval to Award Bids for the Middle School and Laketown Parking Lot Projects

Bids were solicited for the reconstruction and upgrades of the Waconia Middle School and Laketown Elementary parking lots. The bid process was conducted in partnership with SitelogIQ, with proposals evaluated based on pricing, contractor qualifications, and the ability to meet project timelines.

This project was presented to the Finance Committee on February 10, 2025, where the bid results and recommendations were reviewed. Based on this review, we now seek Board approval to award contracts to the lowest responsible bidders:

- Waconia Middle School: Bituminous Roadways – \$665,976
- Laketown Elementary: Minnesota Roadways – \$55,118

The total project cost of \$744,124 includes land survey and soil borings, which were prepaid by the district. This amount remains within the allocated \$762,000 in Abatement Bond funding, leaving a contingency of \$17,876 to address any unforeseen conditions.

Attached to this memo are the Finance Committee presentation materials and site maps, providing a detailed overview of the project scope and bid summary.

We request Board approval to proceed with awarding the contracts to Bituminous Roadways for the Middle School project and Minnesota Roadways for the Laketown Elementary project, as outlined in the attached documents.



MEMORANDUM

TO: ISD 110 Finance Committee

FROM: Pam Carman, Director of Finance & Operations
Tim Bisek, Director of Buildings & Grounds

DATE: February 10, 2025

SUBJECT: Bids received for the Middle School and Laketown Parking Lots

Purpose

The purpose of this memorandum is to present a summary of the bids received for the Middle School and Laketown Elementary parking lot projects and to provide a recommendation for awarding the contracts.

Background

As part of the district's ongoing facilities maintenance and improvement plan, the parking lots at the Middle School and Laketown Elementary have been identified for necessary reconstruction and upgrades. The scope of work includes resurfacing, drainage improvements, and other structural enhancements to ensure longevity and safety for students, staff, and visitors. Additionally, at the Middle School, the project will incorporate traffic flow enhancements to improve efficiency and safety during parent drop-off and pickup times. Bicycle path safety measures will also be considered to provide a safer environment for students commuting to school on bikes.

The district, in partnership with SitelogIQ, conducted a formal bid process to identify the most qualified and cost-effective contractors. Multiple bids were received and evaluated based on pricing, contractor qualifications, and ability to meet project timelines.

Bid Summary

The bids received for the Middle School and Laketown Elementary parking lot projects are summarized below:

Waconia Middle School					
Contractor	Base Bid	Alternate #1 (Drain Line)	Alternate #2 (New Entrance to Loading Dock)	Alternate #3 (Reclaim Bituminous)	Total (Base plus Alternates)
Bituminous Roadways	\$495,911	\$16,600	\$13,965	\$139,500	\$665,976
Minnesota Roadways	\$585,492	\$60,874	\$21,625	\$155,305	\$823,296
GMH	\$546,775	\$17,350	\$23,950	\$181,600	\$769,625

Laketown Elementary	
Contractor	Base Bid
Minnesota Roadways	\$55,118
GMH	\$65,775

Recommended Contractors and Award Amounts

Based on the bid evaluation, the lowest responsible base bid for each location is:

Location	Contractor	Total Bid	Estimated Cost	Variance Over (Under)
Waconia Middle School	Bituminous Roadways	\$665,976	\$615,000	\$50,976
Laketown Elementary	Minnesota Roadways	\$55,118	\$145,000	(\$89,882)
Land Survey and Soil Borings - Prepaid by ISD #110		\$23,030	\$23,030	\$0
Total		\$744,124	\$783,030	(\$38,906)

Funding & Contingency

In 2024, the district issued \$762,000 in Abatement Bonds to cover the cost of this project. With the total project cost coming in at \$744,124, this leaves a contingency of \$17,876, which represents approximately 2.4% of the total budget. This contingency provides a modest buffer to address any unforeseen conditions or minor scope adjustments as the project progresses.

Next Steps

We will bring this forward to the School Board as an action item on February 24, 2025.

WACONIA PUBLIC SCHOOLS - PARKING RECONSTRUCTION & REPAIRS - LAKETOWN ELEMENTARY

960 AIRPORT ROAD
WACONIA, MN 55387



Larson Engineering, Inc.
3524 Labore Road
White Bear Lake, MN 55110
651.481.1912
www.larsonengr.com

WACONIA PUBLIC SCHOOLS - PARKING RECONSTRUCTION & REPAIRS - LAKETOWN ELEMENTARY

960 AIRPORT ROAD
WACONIA, MN 55387

PROJECT TEAM

OWNER

COMPANY: Waconia Public Schools
STREET: 512 INDUSTRIAL BLVD.
CITY, STATE, ZIP: WACONIA, MN 55387
PHONE: (952) 522 0660
CONTACT: TIM BISEK
EMAIL: tbisek@isd110.org

PROJECT MANAGER

COMPANY: SiteLogIQ
STREET: 7900 W 78TH STREET, SUITE 400
CITY, STATE, ZIP: EDINA, MN 55439
PHONE: (952) 297-8077
AOR: KEN KOENSE
CONTACT: JOSH EVENSON
EMAIL: joshua.evanson@sitelogiq.com

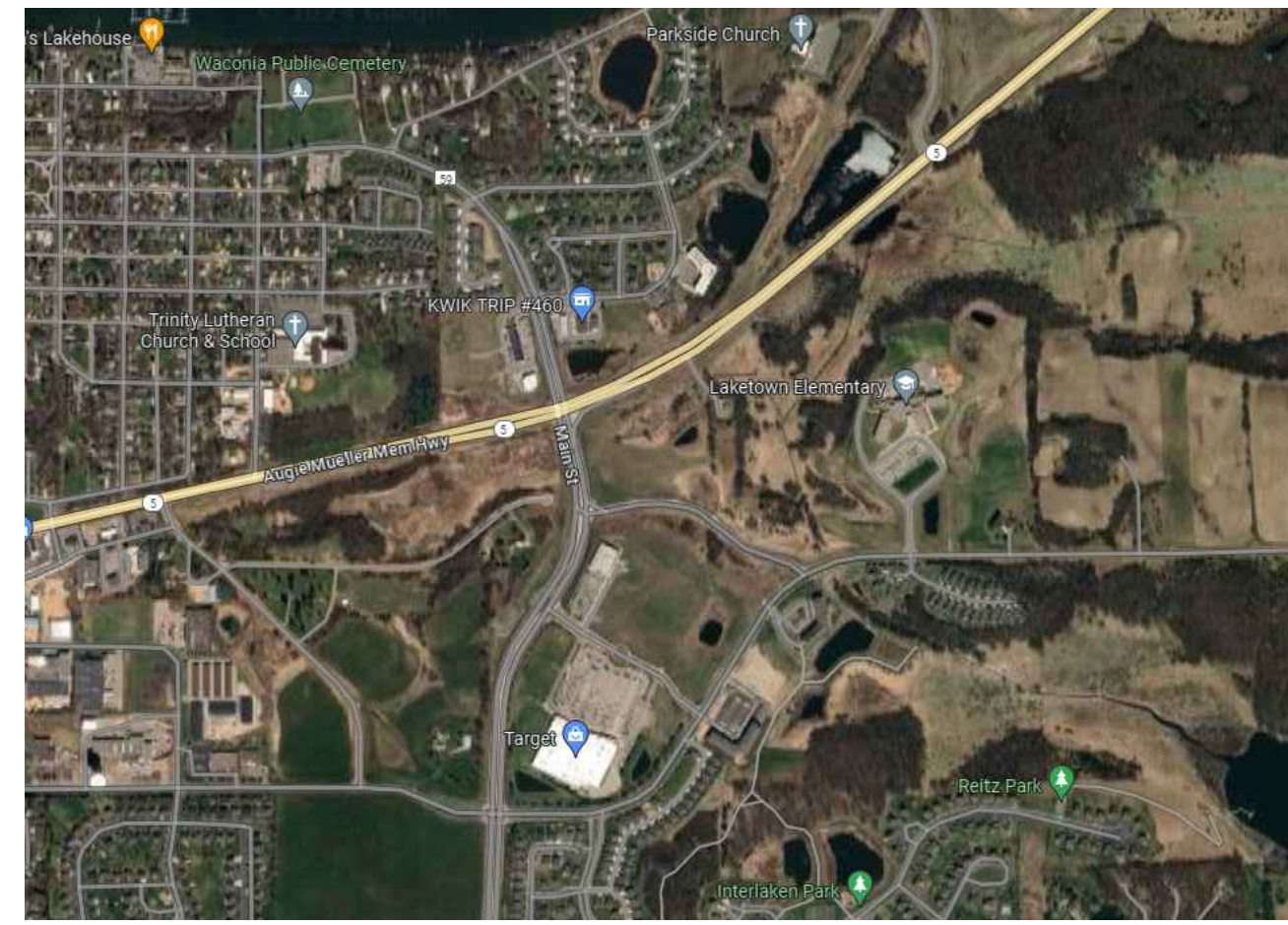
ARCHITECT

COMPANY: SiteLogIQ
STREET: 7900 W 78TH STREET, SUITE 400
CITY, STATE, ZIP: EDINA, MN 55439
PHONE: (952) 297-8077
AOR: KEN KOENSE
CONTACT: BRIAN RATHKE
EMAIL: brian.rathke@sitelogiq.com

CIVIL ENGINEER

COMPANY: Larson Engineering, Inc.
STREET: 3524 LABORE ROAD
CITY, STATE, ZIP: WHITE BEAR LAKE, MN 55110-5126
PHONE: (651) 481 9120
EOR: MATTHEW WOODRUFF, P.E.
CONTACT: MATTHEW WOODRUFF, P.E.
EMAIL: mwoodruff@larsonengr.com

VICINITY MAP NOT TO SCALE



SITE MAP NOT TO SCALE



SCHOOL LOGO



SHEET INDEX

SHEET NUMBER	SHEET NAME
GENERAL	
C000	COVER SHEET
C100	SITE PLAN AND DETAILS

SEALS AND CERTIFICATION

REVISIONS	DATE

Project Number
12246022
ISSUE FOR BID:
08-28-2024

I hereby certify that this plan, specifications or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the state of Minnesota.

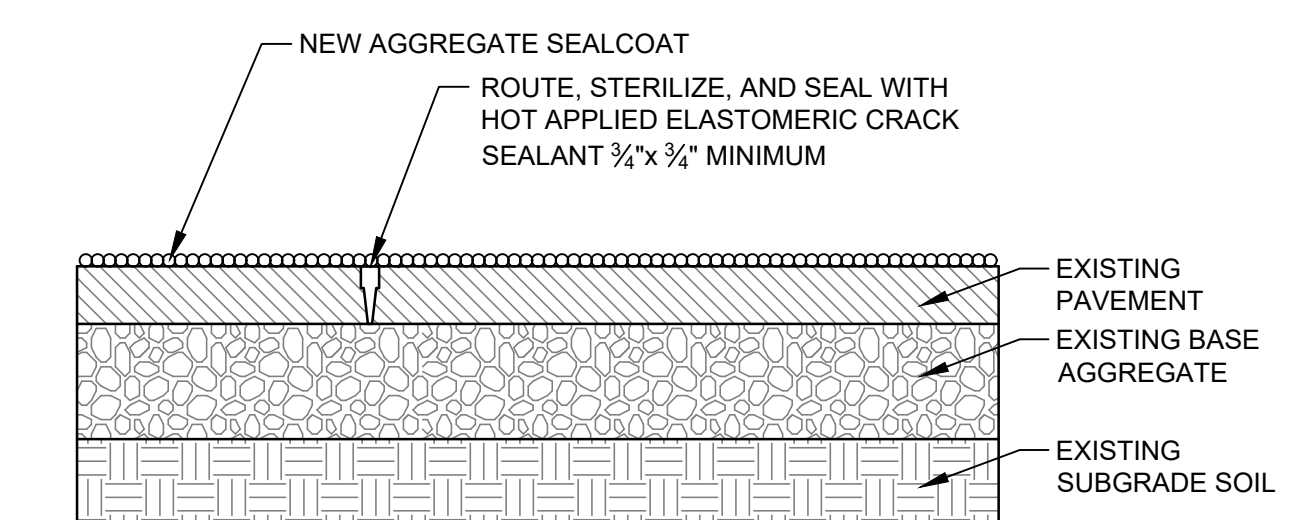
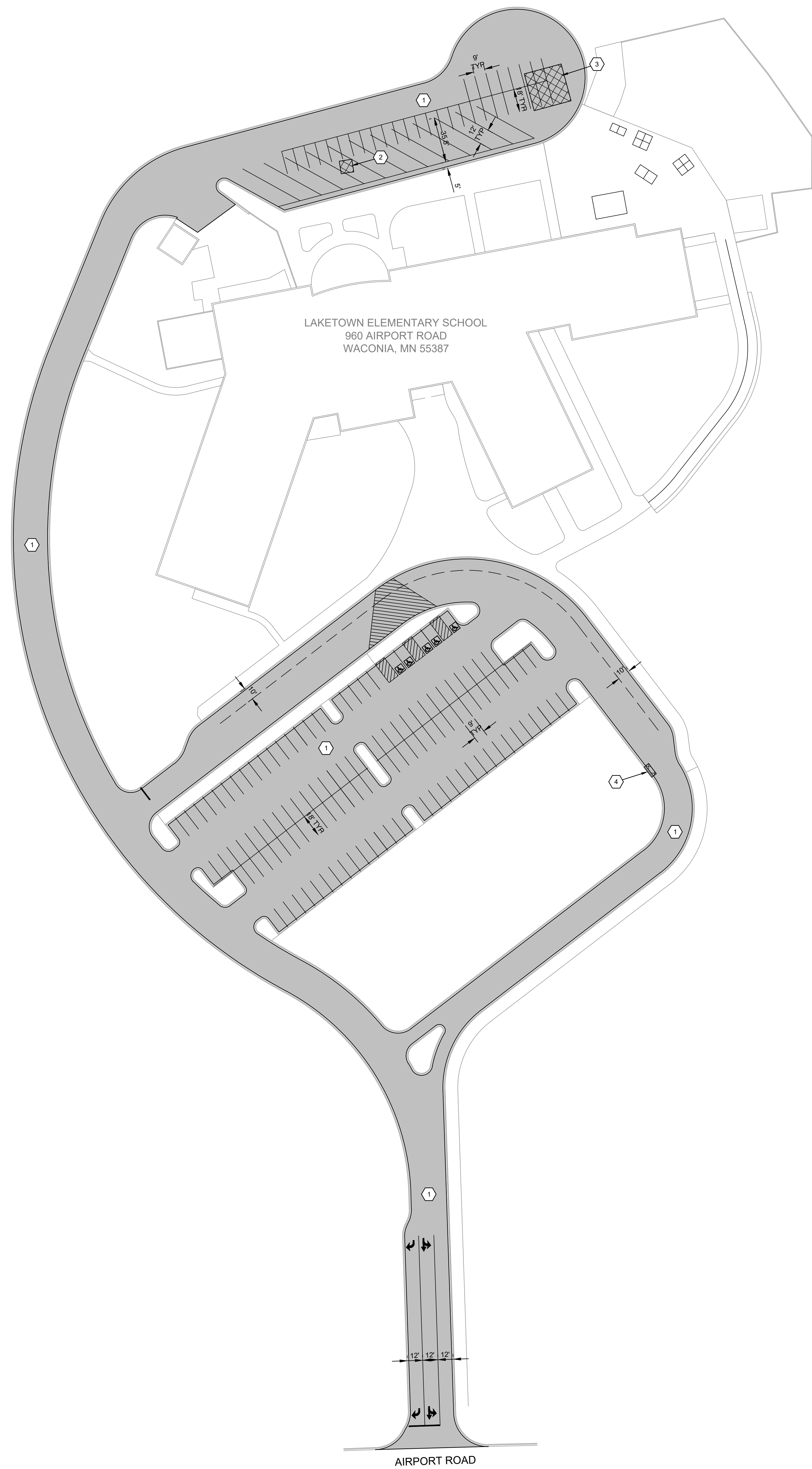
Matt Woodruff
Matt Woodruff, P.E.
Date: 08.28.24 Lic. No.: 41885

COVER SHEET

SHEET
C000

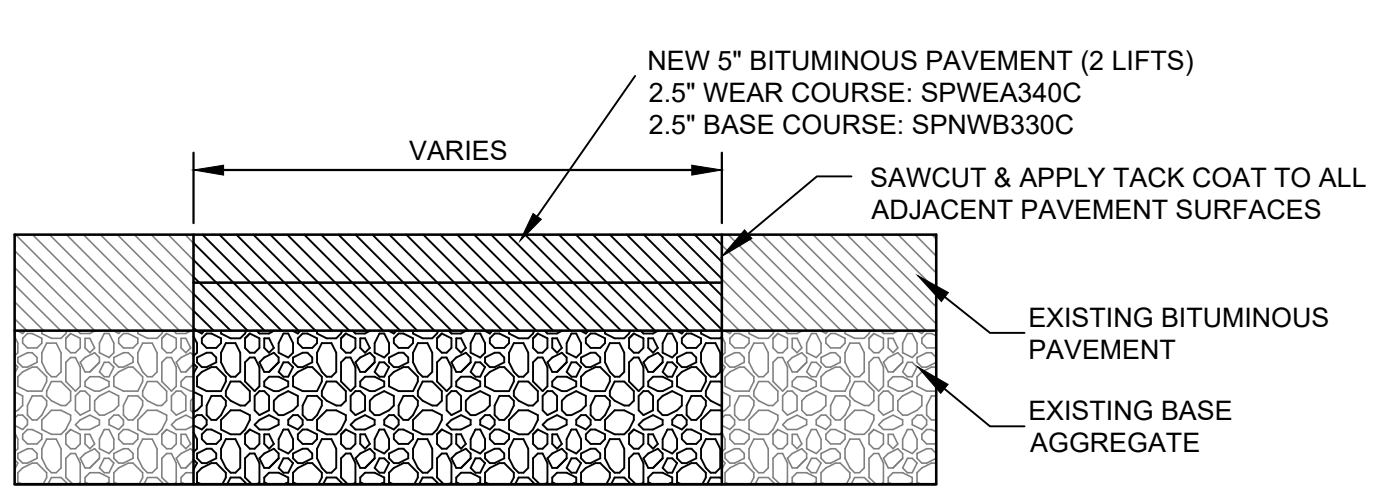


7/24/2024 2:32:07 PM

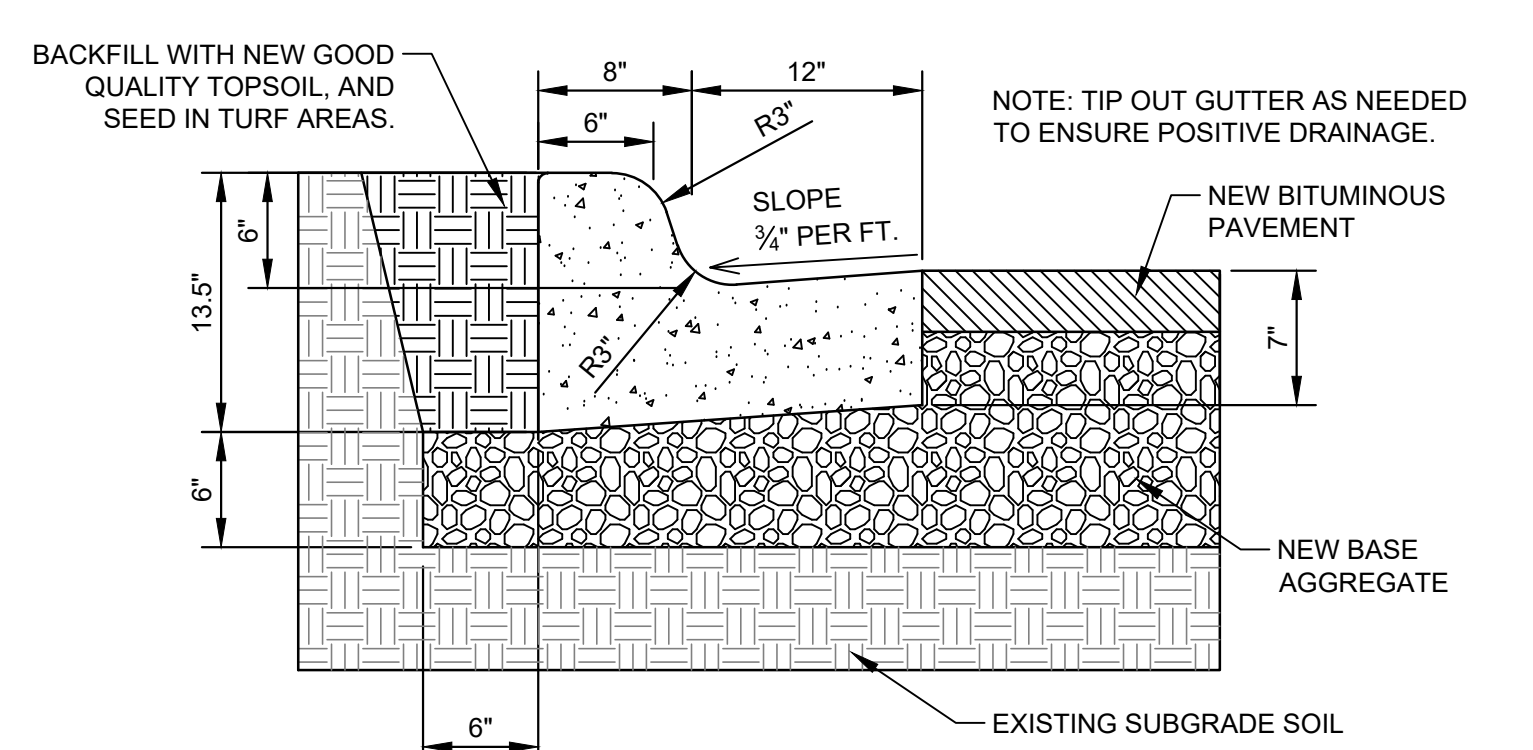


1
C100
CRACK SEAL AND AGGREGATE SEAL COAT DETAIL
NOT TO SCALE

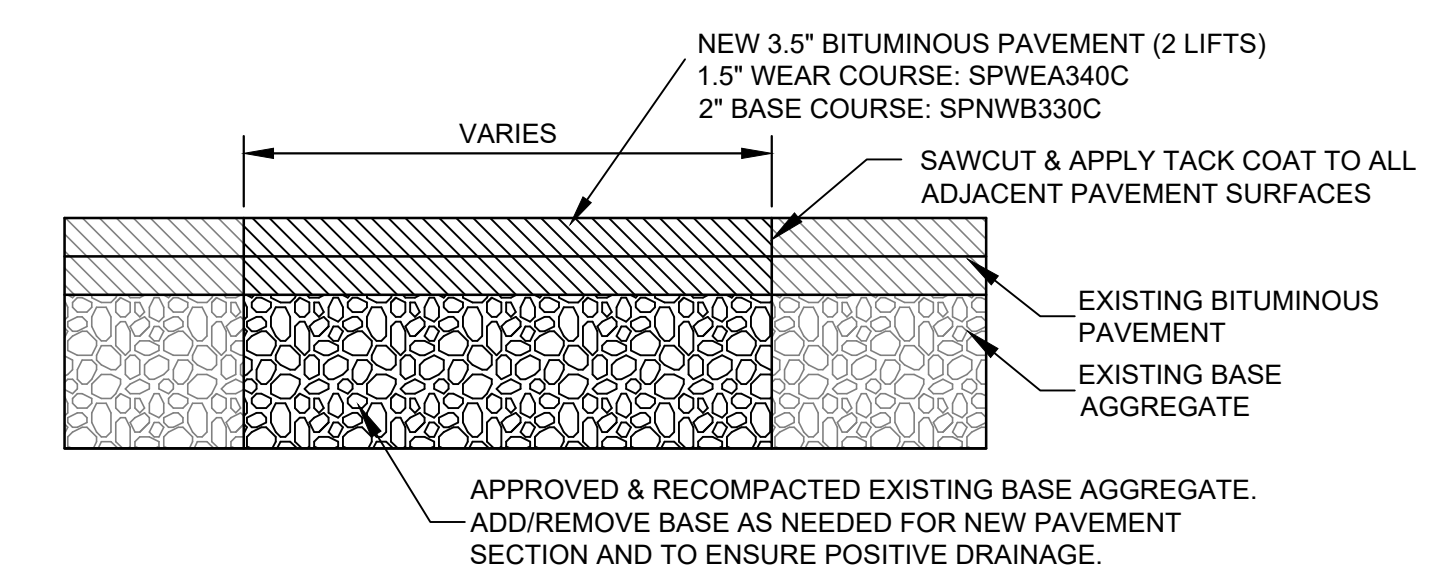
ADD ALTERNATE:
APPLY BITUMINOUS FOG SEAL OVER AGGREGATE SEAL COAT.



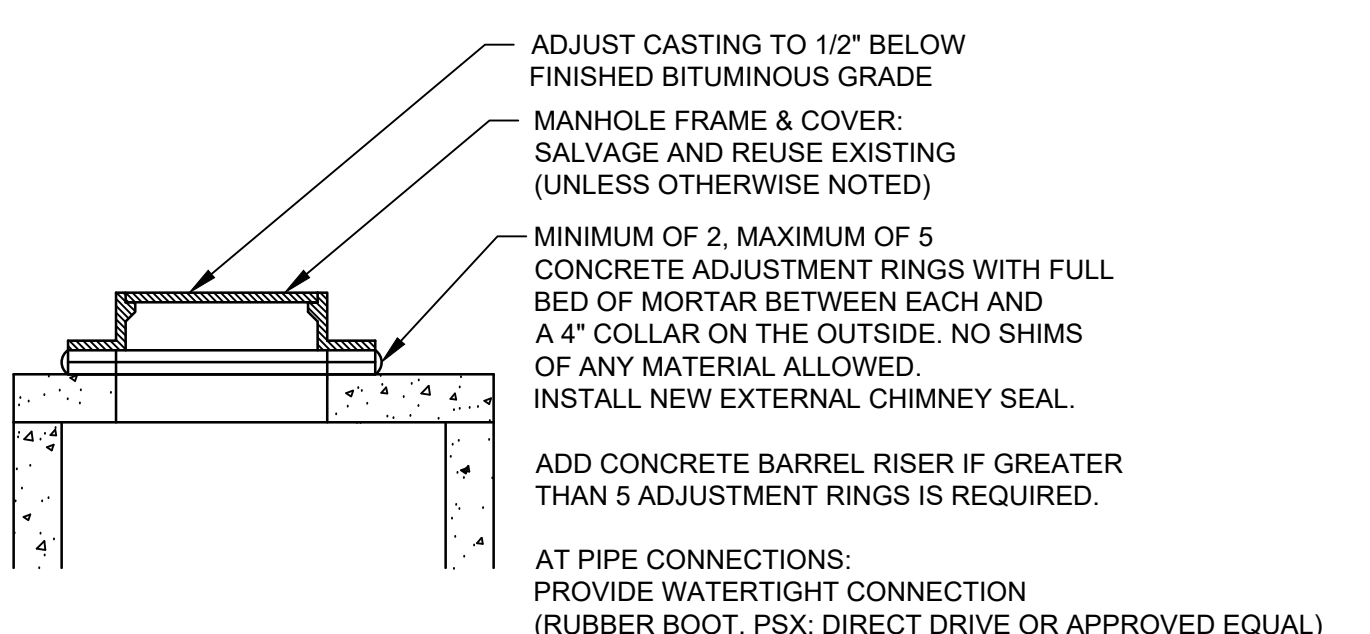
2
C100
HEAVY-DUTY BITUMINOUS REPLACEMENT DETAIL
NOT TO SCALE



3
C100
B612 CONCRETE CURB & GUTTER DETAIL
NOT TO SCALE



4
C100
STANDARD-DUTY BITUMINOUS REPLACEMENT DETAIL
NOT TO SCALE



NOTE:
A STRUCTURE ADJUSTMENT SHALL INCLUDE REMOVING AND SALVAGING THE EXISTING CASTING ASSEMBLY (UNLESS OTHERWISE NOTED), REMOVING EXISTING CONCRETE RINGS TO THE PRECAST SECTION, INSTALLING NEW RINGS AND SALVAGED OR NEW CASTING TO PROPOSED GRADES, CLEANING CASTING FLANGE BY MECHANICAL MEANS TO ENSURE A SOUND SURFACE, AND INSTALLING AN EXTERNAL CHIMNEY SEAL FROM CASTING TO PRECAST SECTION. CHIMNEY SEAL SHALL BE INFI-SHIELD, UNI-BAND, OR AN APPROVED EQUAL.

5
C100
CATCH BASIN / MANHOLE CASTING ADJUSTMENT DETAIL
NOT TO SCALE

SYMBOL LEGEND

	CRACK SEAL AND AGGREGATE SEAL COAT SEE DETAIL 1/C100 AGG SEAL COAT QUANTITY = 13,208 SY
	NEW REPAIR BITUMINOUS PAVEMENT SEE DETAIL 2/C100 REPAIR QUANTITY = 21 SY
	ADD ALTERNATE

- PAVEMENT MARKING NOTES**
- UNLESS OTHERWISE INDICATED, THE CONTRACTOR SHALL RE-STRIP ALL EXISTING PAVEMENT MARKINGS INCLUDING PARKING STALLS, CROSSWALKS, DIRECTIONAL ARROWS, CURBS, SPEED BUMPS, SIDEWALKS, LIGHT POLE BASES, BOLLARDS, ETC. TO MATCH EXISTING CONDITIONS.
 - ACTUAL IN-FIELD MARKINGS MAY DIFFER SLIGHTLY FROM THE PLANS AS DRAWINGS MAY BE TAKEN FROM AERIAL IMAGERY AND/OR RECORD DRAWINGS. UNLESS NOTED OTHERWISE, ALL EXISTING MARKINGS SHALL BE RESTRIPED.
 - ALL ADA PARKING STALLS AND ACCESS AISLES SHALL BE STRIPED TO COMPLY WITH CURRENT ACCESSIBILITY STANDARDS. WHERE EXISTING MARKINGS ARE FOUND TO BE NONCOMPLIANT, CONTRACTOR SHALL RESTRIP TO ADA COMPLIANCE.

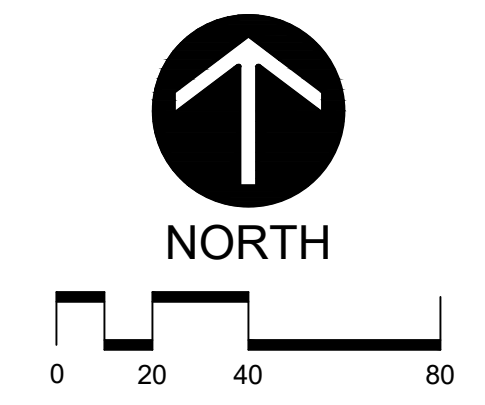
- KEY NOTES**
- CRACK SEAL AND AGGREGATE SEAL COAT, SEE DETAIL 1/C100
 - NEW 10'X10' REPAIR BITUMINOUS PAVEMENT SEE DETAIL 2/C100
 - NEW 30'X30' REPAIR BITUMINOUS PAVEMENT SEE DETAIL 2/C100
 - NEW 10' B612 CURB, 3'X10' REPAIR BITUMINOUS PAVEMENT AND STRUCTURE ADJUSTMENT SEE DETAIL 3, 4, & 5/C100

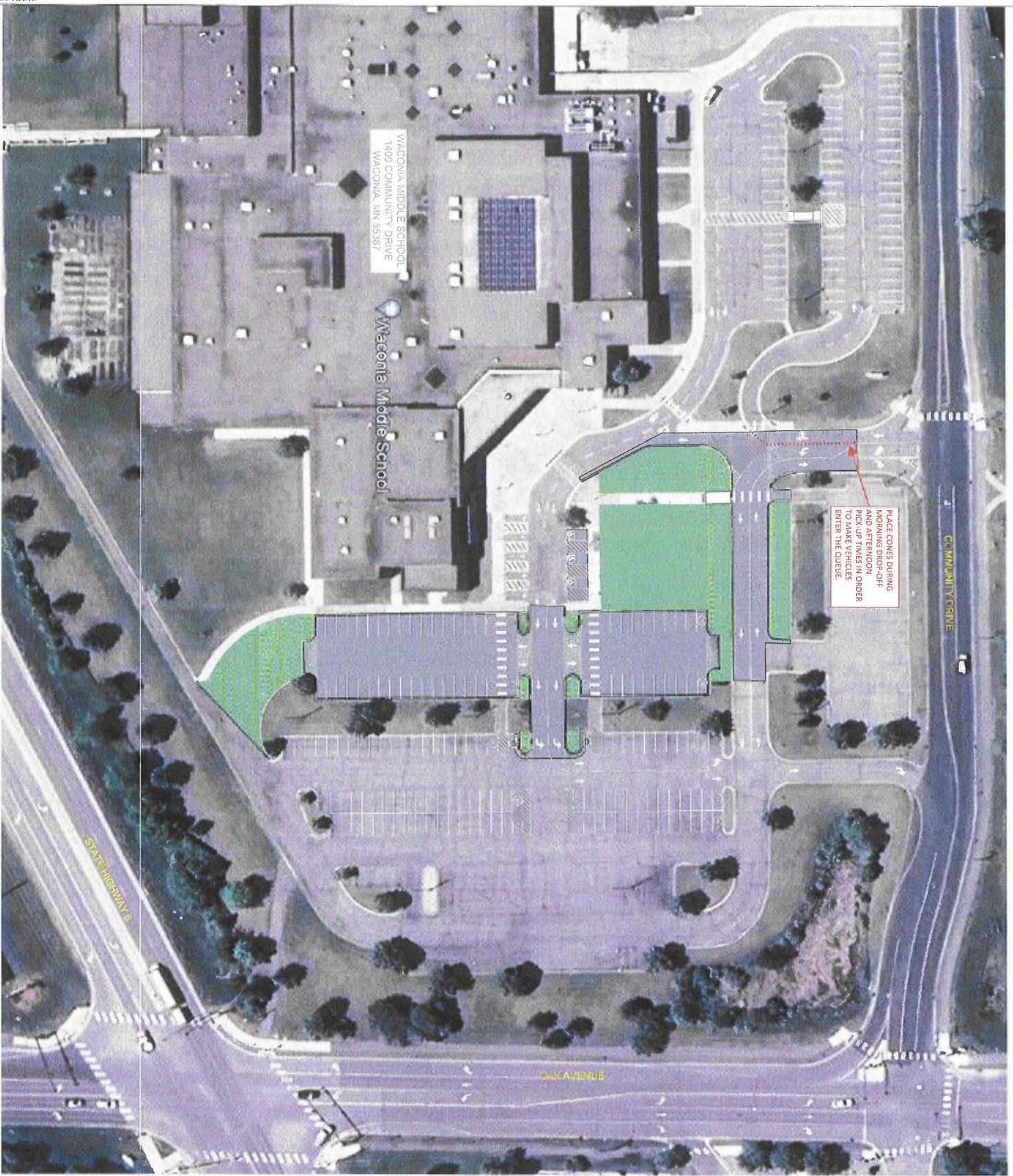
REVISIONS	DATE

Project Number
12246022
ISSUE FOR BID:
08-28-2024

I hereby certify that this plan, specifications or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the state of Minnesota.

Matt Woodruff
Matt Woodruff, P.E.
Date: 08.28.24 Lic. No.: 41885





BASE BID - WACONIA MIDDLE SCHOOL

SYMBOL LEGEND

	NEW GREEN SPACE
	NEW CONCRETE PAVEMENT
	NEW RETAINMENT PAVEMENT



PRELIMINARY NOT FOR CONSTRUCTION

WACONIA PUBLIC SCHOOLS - PARKING RECONSTRUCTION & REPAIRS - WACONIA MIDDLE SCHOOL

1400 COMMUNITY DRIVE
WACONIA, MN 55387

Larson Engineering, Inc.
 3524 Labore Road
 Waconia, MN 55110
 651.481.9120
 www.larsoneng.com



CONTRACT NO. DATE: 06/20/2014 SHEET NO.: 1100	PROJECT NUMBER 1400 COMMUNITY DRIVE 06/20/2014	DRAWN BY CHECKED BY DATE: 06/20/2014	PROJECT LOCATION 1400 COMMUNITY DRIVE WACONIA, MN 55387
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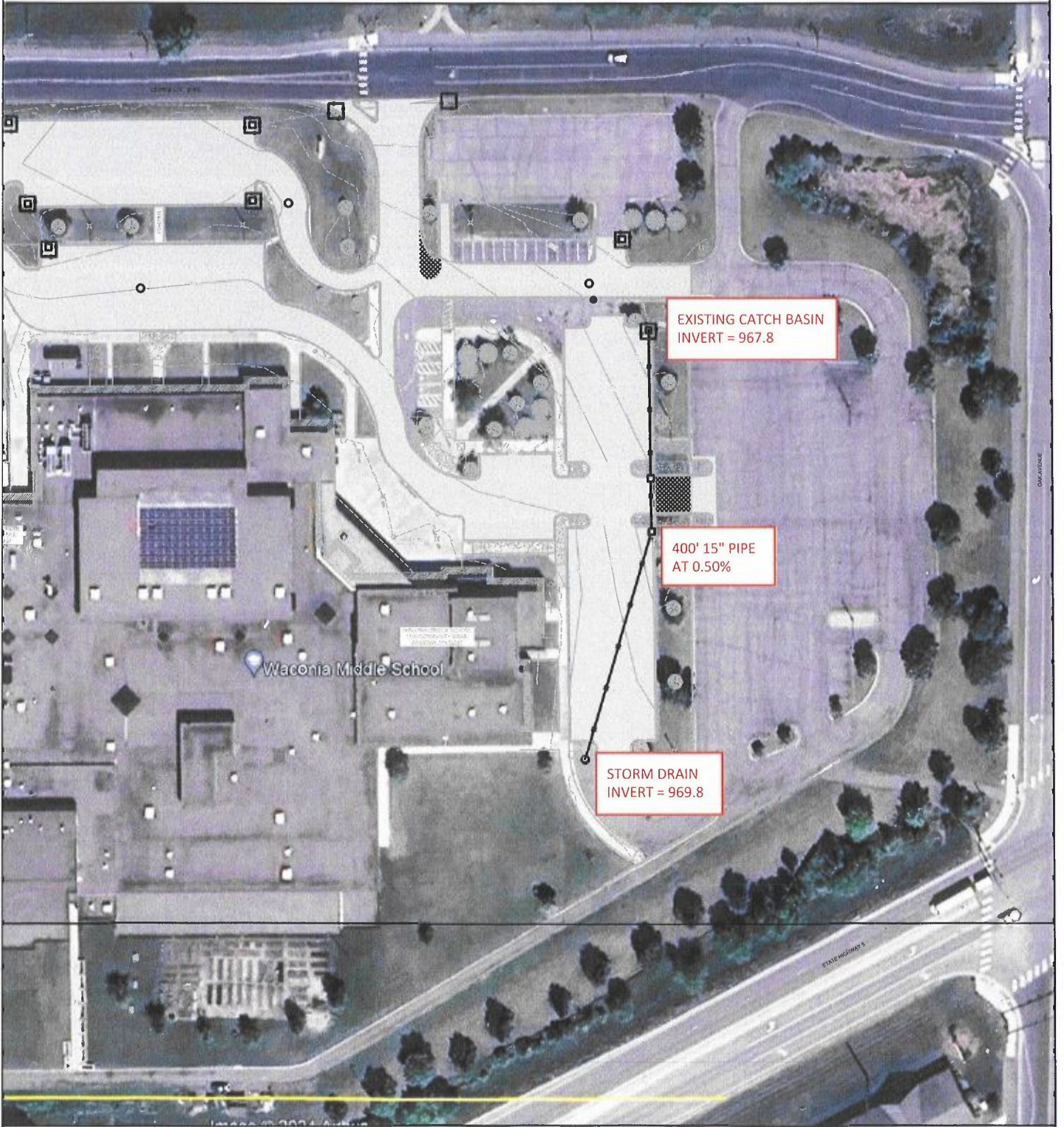
CONCEPT PLAN
SHEET
C100

BASE BID - WACONIA MIDDLE SCHOOL

PROPOSED PARKING STALL TABULATION

EXIST

204	198	EXISTING FAR EAST PARKING LOT (UN-STRIPED)
54	41	EXISTING NORTHEAST PARKING LOT (UN-STRIPED)
21	35	NEW SOUTH DEAD-END PARKING LOT
14	22	NEW NORTH DEAD-END PARKING LOT
15	11	FRONT DOOR PARKING LOT
64	64	NORTH CENTRAL PARKING LOT
66	66	<u>EAST LOADING DOCK PARKING LOT</u>
438	437	TOTAL SITE PARKING STALLS
9	9	ADA STALLS REQUIRED
8	9	ADA STALLS PROVIDED



WACONIA MIDDLE SCHOOL
ALTERNATE #1 - DRAIN LINE

7.C. E-Rate/Switches

Presenter: Pam
Carman, Director of
Finance and
Operations



MEMORANDUM

TO: ISD 110 School Board

FROM: Pam Carman, Director of Finance & Operations
Erika Nesvig, Director of Education Services
Aleks Simanovich, Technology Manager

DATE: February 24, 2025

SUBJECT: Approval to proceed with FCC Form 470 for E-Rate

The district is eligible to receive up to \$454,875.50 in technology funding for the final cycle year of the FCC E-Rate program.

To maximize the available funding, Waconia Public Schools will be conducting a formal bid process to assure award compliance, transparency, as well as securing the best value for the applicable equipment and services.

This process will include a published bid advertisement, a public bid opening, as well as filing of the required FCC Form 470.

This plan was presented to the Finance Committee on February 10, 2025, and is now being brought forward for Board approval.

The scheduled timeline for this award process includes:

- **Public advertising of opportunity (two weeks):** February 27, 2025 – March 13, 2025
- **Bid opening date:** March 14, 2025
- **Bid award date:** March 24, 2025
- **E-Rate funding request submission deadline:** March 26, 2025

Approval at this time is necessary to ensure we meet all deadlines and remain eligible for this cycle's available E-Rate funding.

This approval does not commit the district to any specific purchases but, instead, authorizes the initiation of the sourcing process to satisfy both FCC and State requirements should the district move forward on an award applicable to the E-Rate program in the current cycle.

We request Board approval to proceed with the FCC Form 470 filing and competitive bidding process.



MEMORANDUM

TO: ISD 110 Finance Committee

FROM: Pam Carman, Director of Finance & Operations
Erika Nesvig, Director of Education Services
Aleks Simanovich, Technology Manager

DATE: February 10, 2025

SUBJECT: Overview and Status Update on E-Rate Funding and Procurement Timeline

Overview of E-Rate Program

The E-Rate program is a federally administered initiative designed to provide schools and libraries with discounts on telecommunications, internet access, and internal connections. Managed by the Universal Service Administrative Company (USAC) and funded through the Universal Service Fund, this program supports the expansion and maintenance of technology infrastructure essential for modern education.

Schools and libraries qualify for E-Rate discounts based on their poverty level and geographic location, ensuring equitable access to necessary technology resources. Two primary methods exist for utilizing E-Rate funds:

- Service Provider Invoice (SPI): The vendor applies the discount directly, reducing the amount paid by the district.
- Billed Entity Applicant Reimbursement (BEAR): The district pays the full amount upfront and applies for reimbursement afterward.

E-Rate Funding Year 2024 (July 1, 2024 – June 30, 2025)

Waconia Public Schools has committed \$254,530.50 in E-Rate funding for the 2024 funding year. The following items were procured:

Item	Cost
400 Ruckus Access Points (configuration, installation, licenses)	\$214,259.84
Fortinet Firewall (configurations, license)	\$25,613.78
Eaton Uninterrupted Power Supplies	\$14,534.00

These purchases were made using the SPI method, meaning the district only paid 50% of the total cost, with the remaining balance covered by the E-Rate program.

Future E-Rate Procurement Plan: Competitive Bidding Timeline

Waconia Public Schools has \$454,785.50 in available E-Rate funds for additional technology investments. While our current budget does not allow for all necessary purchases, we are applying for the full funding amount to maintain flexibility in decision-making. This ensures that, once we receive the final Pivotalogic Technology Assessment, we can prioritize the most critical needs. If we do not apply for the full amount now, we lose the opportunity to secure these funds due to application deadlines.

Application Deadlines:

1. Finance Committee Review & Board Approval
 - Finance Committee Presentation: February 10, 2025
 - Board Approval to Proceed: February 24, 2025
2. Bid Review and Award
 - Bid opening date: March 14, 2025
 - Award date: March 24, 2025
 - Funding request submission deadline: March 26, 2025
3. Procurement & Deployment Timeline
 - Earliest possible purchase and scheduling of equipment delivery: July 1, 2025 (Start of funding year)
 - Deadline for equipment installation: September 30, 2026 (15-month installation window allows for budget flexibility)

Planned Technology Purchases

As part of the District's technology upgrade initiative, the following potential purchases are being considered:

- Fiber Aggregation Switches
- Headend Switch for Each Building
- Multi-Gig Switches for Top of Each Closet
- Edge/Remote Closet Switches
- Stacking Cables
- Optics
- Patch cables
- Network Licensing System
- Installation and Configuration

However, we will not move forward with the purchase of switches or any other technology unless the funding is available and it is deemed a priority following our final Pivotalogic Technology Assessment. This assessment will help us determine whether instructional technology needs outweigh the necessity of additional network infrastructure upgrades. Resources will be adjusted accordingly to best support district priorities.

Conclusion

The E-Rate program is an essential funding source for Waconia Public Schools, helping sustain and expand our technology infrastructure. By following the outlined timeline and procurement process, we will maximize our funding while ensuring compliance with federal regulations.

Applying for the full available E-Rate funding now is critical to maintaining flexibility in future purchasing decisions. Without this step, we risk losing access to these funds within the application deadlines. No purchases will move forward unless adequate funding is secured and the technology assessment confirms their priority.

8. **DISCUSSION ITEMS**

8.A. First Read Board Policies

8.A.1. 503 Student Attendance

503 STUDENT ATTENDANCE

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

I. PURPOSE

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with **them the parent or guardian** and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota Statutes section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

- a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to any member of the board, a truant officer, a principal, or the superintendent. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

[NOTE: This paragraph quotes Minnesota Statutes, section 120A.22.]

- b. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.

Commented [1]: Is this new language and state statute?

Commented [2R1]: Yes, this was part of the laundry list of updates MSBA made following the 2024 Legislative session.

[NOTE: The school district may choose to include subparagraph (b).]

c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon legitimate exception being demonstrated to the satisfaction of that board.

d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

- (1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:
 - (a) child illness, medical, dental, orthodontic or counseling appointments, including appointments conducted through telehealth;
 - (b) family emergencies;
 - (c) the death or serious illness or funeral of an immediate family member;
 - (d) active duty in any military branch of the United States;
 - (e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or
 - (f) other exemptions included in this attendance policy.
- (2) that the child has already completed state and district standards required for graduation from high school; or
- (3) that is is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

[NOTE: Subparagraph 3 above incorporates the 2024 amendment to Minnesota Statutes, section 120A.22, subdivision 12.]

- ~~(1) — Illness.~~
- ~~(2) — Serious illness in the student's immediate family.~~
- ~~(3) — A death or funeral in the student's immediate family or of a close friend or relative.~~
- ~~(4) — Medical, dental, or orthodontic treatment, or a counseling appointment.~~
- ~~(5) — Court appearances occasioned by family or personal action.~~
- ~~(6) — Religious instruction not to exceed three hours in any week.~~
- ~~(7) — Physical emergency conditions such as fire, flood, storm, etc.~~
- ~~(8) — Official school field trip or other school-sponsored outing.~~
- ~~(9) — Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.~~
- ~~(10) — Family emergencies.~~
- ~~(11) — Active duty in any military branch of the United States.~~
- ~~(12) — A student's condition that requires ongoing treatment for a mental health diagnosis.~~

[Note: In 2024, the Minnesota legislature amended Minnesota Statutes, section 120A.22, subdivision 12. The legitimate exceptions set forth above quote this statute. Minnesota State law provides that a school board may include other exemptions in the school district's attendance policy. See Minnesota Statutes section 120A.22, subdivision 12. When considering whether to add other exemptions, school boards should consider the intent of the compulsory attendance law, which recognizes the educational value of regular attendance and class participation, and whether the proposed exemption is consistent with the intent of the law.]

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) Work missed because of absence must be made up within a minimum of 2 days from the date of the student's return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

- (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
- (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures.
- (3) Work at home.
- (4) Work at a business, except under a school-sponsored work release program.
- (5) Missed bus.
- (6) Overslept
- (7) Non-prearranged family vacation.
- (8) Absences resulting from cumulated unexcused tardies (3 tardies equal one unexcused absence).
- (9) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56. Days during which a student is suspended from school shall not be counted in a

student's total cumulated unexcused absences.

- (2) Truancy Pre-Diversion
 - (a) After 5 Unexcused Absences
 - Send 2nd notification to parent/guardian **AND**
 - The school will contact Carver County Truancy to schedule a pre-diversion
 - The school will also contact the parent/legal guardian regarding the truancy pre-diversion meeting.
- (3) Truancy Diversion
 - (a) After 7 Unexcused Absences:
 - The school files the truancy paperwork with intake at Carver County Social Services
 - Once the referral has been made, the school and the assigned Social Worker will be in contact to schedule a Truancy Contract Meeting.
- (4) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.
- (5) Students with unexcused absences will also be subject to discipline in the following manner:
 - (a) Students with unexcused absences are expected to make up missed work in the same timeline as excused absences. When a student that has repeated absences that are unexcused, the building administrator can determine that the student is not eligible to make up the missed work.

[NOTE: MSBA encourages school boards to consider whether imposition of academic penalties for unexcused absences is consistent with the district's mission and pedagogical approach. If a school board determines that academic penalties should not be imposed, section 2(b) should be deleted or rewritten]

C. Tardiness

1. Definition: Students are expected to be in **their the student's** assigned area at designated times. Failure to do so constitutes tardiness.
 2. Procedures for Reporting Tardiness
 - a. Students tardy at the start of school must report to the school office for an admission slip.
 - b. Tardiness between periods will be handled by the teacher.
 3. Excused Tardiness

Valid excuses for tardiness are:

 - a. Illness.
 - b. Serious illness in the student's immediate family.
 - c. A death or funeral in the student's immediate family or of a close friend or relative.
 - d. Medical, dental, orthodontic, or mental health treatment.
 - e. Court appearances occasioned by family or personal action.
 - f. Physical emergency conditions such as fire, flood, storm, etc.
 - g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.
 4. Unexcused Tardiness
 - a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.
 - b. Consequences of tardiness may include detention after 3 unexcused tardies. In addition, 3 unexcused tardies are equivalent to one unexcused absence.
- D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs
1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
 2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if that student has an unexcused absence from any class during the day.
4. If a student is suspended from any class, that student may not participate in any activity or program that day.
5. If a student is absent from school due to medical reasons, the student must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parent(s) or legal guardian(s) at the commencement of each school year. This policy shall also be available upon request in each principal's office.
2. The school district will provide annual notice to parent(s) or legal guardian(s) of the school district's policy relating to a student's absence from school for religious observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes, section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes, section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statute section 260A.03 provides that the school attendance officer or other designated

school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;
4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

[Note: When truancy services and programs under Minnesota Statutes Chapter 260A are available within the school district, the following provisions should also be included in the policy.]

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

Legal References: Minnesota Statutes § 120A.05 (Definitions)
Minnesota Statutes § 120A.22 (Compulsory Instruction)
Minnesota Statutes § 120A.24 (Reporting)
Minnesota Statutes § 120A.26 (Enforcement and Prosecution)
Minnesota Statutes § 120A.34 (Violations; Penalties)
Minnesota Statutes §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minnesota Statutes § 260A.02 (Definitions)
Minnesota Statutes § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minnesota Statutes § 260C.007, Subd. 19 (Habitual Truant Defined)
Minnesota Statutes § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565, 95 S.Ct. 729 (1975)
Slocum v. Holton Board of Education, 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Board of Education of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Board of Education of Township High School District No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. School District R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Board of Education, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

Policy Adopted: July 11, 1988,
Amended: February 12, 1996, / June 2003 / November 2005 / reviewed February 9, 2009 / October 2017 / Reviewed: Dec. 2020 / December 2021/ amended July 2024
Independent School District #110
Waconia, MN

8.A.2. 506 Student Discipline

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, Minnesota Statutes, sections 121A.40-121A.56.

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

III. DEFINITIONS

- A. "Nonexclusionary disciplinary policies and practices" shall be defined as policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under Minnesota Statutes, sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).
- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
 - 1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes,

section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. 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 the duties all school personnel performing ~~ing 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 parent(s) or legal guardian(s). 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 the duties to all school personnel performing ~~ing 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. In exercising the principal's lawful authority, the principal may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A principal shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restrict or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- 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 to prevent bodily harm or death to the student or another. A teacher shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. ~~The superintendent shall authorize and direct Their~~ responsibilities relating to student behavior ~~to all school district personnel shall be as authorized and directed by the superintendent.~~ A school employee, school bus driver, or other agent of a school district, in exercising ~~their~~ the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another. A school employee, which does not include a school resource officer, shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

For the purpose of Minnesota Statutes, section 121A.582 (Student Discipline; Reasonable Force), a school resource officer, as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c) is not a school employee or agent of the district.

- F. Parents or Legal Guardians. ~~A child's p~~Parent(s) ~~and~~ or legal guardian(s) shall be held responsible for the behavior of ~~their that~~ children as determined by law and community practice. ~~A child's parent(s) or legal guardian(s)~~ They are expected to cooperate with school authorities and to participate regarding the behavior of ~~their that~~ children.
- G. Students. All students shall be held responsible for a student's 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.
- I. Reasonable Force Reports
1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section

125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).
3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

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

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

- A. For ~~their~~ the student's own 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~~ the student 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.

VIII. 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. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district's Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;

32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of mobile 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.

IX. RECESS AND OTHER BREAKS

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support the efforts of teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
 - 1. a student causes or is likely to cause serious physical harm to other students or staff;
 - 2. the student's parent or guardian specifically consents to the use of recess detention; or
 - 3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.
- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
- G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. 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 code of conduct, 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.

XI. 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) or more times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.
- C. Procedures for Removal of a Student from a Class
 - 1. Students must be sent to the principal's office or another area clearly designated by the building principal. The teacher should follow the communication protocol established by the principal or designee.
 - 2. The referring staff shall provide the building principal or designee an explanation for the removal using the appropriate district-approved behavior documentation system.
- D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)
 - 1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.
- E. Responsibility for and Custody of a Student Removed from Class
 - 1. Students must go to the principal's office or another area designated by the building principal.
 - 2. Depending on the age of the student and severity of the situation, the teacher will determine if a student must be accompanied to the designated area.
 - 3. Students may be engaged in one or more of the following: calming strategies, classwork, learning focused on the reason for the removal or restorative activities while removed from the class.
 - 4. The principal or designee will provide custodial care of the student when a student is removed from class until the student returns to class.
- F. Procedures for Return of a Student to a Specific Class from which the Student

was Removed

1. When a teacher removes a student from class, the principal or designee shall follow up with teachers to develop a re-entry plan.
2. After the teacher has removed the student from class the teacher will provide the principal or designee with documentation of a record of teacher interventions and parent or guardian contacts.

G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;

1. When a teacher removes a student from class, the principal or designee shall follow up with teachers to develop a re-entry plan.
2. After the teacher has removed the student from class the teacher will provide the principal or designee with documentation of a record of teacher interventions and parent or guardian contacts.

H. Students with a Disability; Special Provisions

- further
review
(IEP).
1. A student's special education case manager will be notified of the incident leading to removal from class to determine if there is a need for assessment.
 2. A student's special education case manager will be notified of the incident leading to removal from class to determine if there is a need for a of the adequacy of the current Individualized Education Program
 3. The principal or designee will follow the MTSS procedures set by the district to determine if a student is in need of special education services.

I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students while on School Premises

1. The preassessment team will be developed following the steps outlined in District Policy 417 Chemical Use and Abuse.
2. The teacher will report suspected chemical abuse to the principal or designee who will then follow steps outlined with the preassessment team.
3. The principal or designee, the teacher and the MTSS team will meet to develop interventions that may be needed for the student tied to violations of the Code of Student Conduct.

XII. 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 use nonexclusionary disciplinary policies and procedures before dismissal proceedings, or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 121A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

- 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~~ the duties of school personnel, 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. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
 - a. a preschool or prekindergarten program, including an early childhood family education, school readiness, ~~school readiness plus~~, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or
 - b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. “Suspension” means an action by the school administration, under rules promulgated by the sSchool bBoard, 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. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
3. 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.
4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for less than one day, except as provided under federal law for a student with a disability. 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~~ the parent's or guardian's 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~~ the parent's or guardian's 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.

5. 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.
6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. 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.
7. 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.

8. 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.
9. 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.)
10. 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.
11. 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.
12. 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) consecutive school days.

E. 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~~ the student’s 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~~ the witness(es)’s 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; the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian ~~of their~~ has the 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 must 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) and is posted on its website.
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 ~~that provides~~ ~~providing them~~ the representative 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~~ary~~ 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 ~~their~~ the student's parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain 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~~ the parent's child as a condition of readmission.

XIV. 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 exclusion or expulsion, each physical assault of a school district employee by a pupil within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil 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 pupil's age, grade, gender, race, and special education status.

XV. 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.

XVI. STUDENTS WITH DISABILITIES

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

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

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

XVII. 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.

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and
6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. 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.

XX. 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.58 (Corporal Punishment; Prone Restraint; And Certain Physical Holds)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60-121A.61 (Removal From Class)
Minn. Stat. § 121A.611 (Recess and Other Breaks)
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 419 \(Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction\)](#)
MSBA/MASA Model Policy 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 507.5 (School Resource Officers)
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 / January 2024 / May 2024/July 2024

Reviewed: June 2018/ April 2021/ June 2022

Independent School District No. 110
Waconia MN

8.A.3. 512 School-Sponsored Student Publications
and Activities

512 SCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES

I. PURPOSE

The purpose of this policy is to protect students' rights to free speech in production of official school publications and activities while at the same time balancing the school district's role in supervising student publications and the operation of public schools.

II. GENERAL STATEMENT OF POLICY

- A. The school district may exercise editorial control over the style and content of student expression in school-sponsored publications and activities.
- B. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- C. ~~A s~~Students who believes ~~their~~ the student's right to free expression has been unreasonably restricted in an official student publication or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
 - 1. Students producing official school publications and activities shall be under the supervision of a faculty advisor and the school principal. Official publications and activities shall be subject to the guidelines set forth below.
 - 2. Official school publications may be distributed at reasonable times and locations.

III. DEFINITIONS

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying material, or placing materials in internal staff or student mailboxes.
- B. "Material and substantial disruption" of a normal school activity means:
 - 1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.

2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) “material and substantial disruption” is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- C. “Minor” means any person under the age of eighteen (18).
- D. “Obscene to minors” means:
 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- ~~E. “Official school publications” means school newspapers, yearbooks or material produced in communications, journalism or other writing classes as a part of the curriculum.~~
- E. “School activities” means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in school lunch periods.
- F. “School-sponsored media” means material that is:
 1. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated by a student journalist enrolled in the school district;
 2. distributed or generally made available to student in the school; and

3. prepared by a student journalist under the supervision of a student media advisor.

School-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.

G. “Student journalist” means a school district student in grades 6 through 12 who gathers, compiles, writes, edits, photographs, records, or otherwise prepares information for dissemination in school-sponsored media.

~~“Libelous” is a false and unprivileged statement about a specific individual that tends to harm the individual’s reputation or to lower that individual in the esteem of the community.~~

H. “Student media advisor” means a qualified teacher, as defined in Minnesota Statutes, section 122A.16, that the school district employs, appoints, or designates to supervise student journalists or provide instruction relating to school-sponsored media.

[NOTE: The 2024 Minnesota legislature enacted the new definitions above and the new language in Article IV. below.]

IV. GUIDELINES

A. Except as provided in paragraph B below, a student journalist has the right to exercise freedom of speech and freedom of the press in school-sponsored media regardless of whether the school-sponsored media receives financial support from the school or district, uses school equipment or facilities in its production, or is produced as part of a class or course in which the student journalist is enrolled. Freedom of speech includes freedom to express political viewpoints. Consistent with paragraph B below, a student journalist has the right to determine the news, opinion, feature, and advertising content of school-sponsored media. The school district must not discipline a student journalist for exercising rights or freedoms under this paragraph or the First Amendment of the United States Constitution.

B. Student Expression in ~~an official school publication~~ school-sponsored media, a yearbook, or school-sponsored activity is prohibited when the material:

1. is obscene to minors;
2. ~~is libelous or slanderous;~~ is defamatory;
3. is profane, harassing, threatening, or intimidating;
4. constitutes an unwarranted invasion of privacy;
5. violates federal or state law;

6. causes a material and substantial disruption of school activities;

7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;

8. advertises or promotes any product or service not permitted for minors by law;

~~4. encourages students to commit illegal acts or violate school regulations or substantially disrupts the orderly operation of school or school activities;~~

9. expresses or advocates sexual, racial or religious harassment or violence or prejudice; or

10. is distributed or displayed in violation of time, place and manner regulations.

C. The school district must not retaliate or take adverse employment action against a student media advisor for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.

D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this Article inhibits a student media advisor from teaching professional standards of English and journalism to student journalists.

~~Expression in an official school publication or school-sponsored activity is subject to editorial control by the school district over the style and content so long as the school district's actions are reasonably related to legitimate pedagogical concerns.~~ These may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;
2. assuring that readers or listeners are not exposed to material that may be inappropriate for ~~their~~ the reader's level of maturity;
3. assuring that the views of the individual speaker are not erroneously attributed to the school;
4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;

6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.

E. Time, Place and Manner of Distribution

Students shall be permitted to distribute written materials at school as follows:

1. Time

Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

2. Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

3. Manner

No one shall induce or coerce a student or staff member to accept a student publication.

V. POSTING

The school district must adopt a student journalist policy consistent with Minnesota Statutes, section 121A.80 and post it on the district website.

[NOTE: This model policy is crafted to fulfill the obligation stated above.]

Legal References: U. S. Const., amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed. 2d 592 (1988)
Bystrom v. Fridley High School, I.S.D. No. 14, 822 F. 2d 747 (8th Cir. 1987)
Morse v. Frederick, U.S., 127 S.Ct. 2618, 168 L.Ed. 2d 290 (2007)
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.80 (Student Journalism; Student Expression)

Cross References: 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 904 (Distribution of Materials on School
District Property by Nonschool Persons)

Policy Adopted: June 2003

Reviewed November 2005, revised January 2010, reviewed February 2020, revised July 2023

Independent School District 110

Waconia, MN

8.A.4. 524 Internet Acceptable Use

524 INTERNET, TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

- A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:
 - 1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

- d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
 3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
 4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
 5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
 6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
 - a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
 - b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
 - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.
7. Users 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 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.

Staff may use the district system for limited personal use provided there is no additional cost to the district and use shall not cause disruption or loss of productivity and avoids distraction or interference with other staff or students
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

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

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure, or discovery under Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district's liability relative to:

- a. Information stored on school district diskettes, hard drives, or servers.
 - b. Information retrieved through school district computers, networks, or online resources.
 - c. Personal property used to access school district computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
 4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
 5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
 6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.
 7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
 8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
 1. A copy of the user notification form provided to the student user.
 2. A description of parent/guardian responsibilities.
 3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
 4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
 5. A statement that the school district's acceptable use policy is available for

parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

- A. "Technology provider" means a person who:
 - 1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and
 - 2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.
- B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:
 - 1. identify each curriculum, testing, or assessment technology provider with access to educational data;
 - 2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
 - 3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.
- D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.
- E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:
 - 1. the technology provider's employees or contractors have access to educational data only if authorized; and
 - 2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.
- F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

- A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.
- B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:
 - 1. any location-tracking feature of a school-issued device;

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

XV. CELL PHONE USE

The school board directs the superintendent and school district administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

[NOTE: In 2024, the Minnesota legislature enacted a law requiring that school districts adopt a policy on students' possession and use of cell phones in school by March 15, 2025. This law does not state that school districts must incorporate specific language or provisions in the school district policy.]

MSBA recognizes the common practice of setting forth cell phone rules in a student handbook or similar document. This Article directs school administration to establish cell phone rules, which the school board may require be presented to the board for approval. This approach enables administrators to craft flexible and specific rules that are specific to grade levels and buildings. The school board may choose to set forth general principles regarding cell phone use in this Article.

Under the new law, the Minnesota Elementary School Principals Association and the Minnesota Association of Secondary School Principals will collaborate to make best practices available to schools on a range of different strategies to achieve the goals

[stated above.\]](#)

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

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

XVII. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.
- D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
[Minn. Stat. § 121A.73 \(School Cell Phone Policy\)](#)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. ___, 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 194 (2003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff'd* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

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)

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2023

Reviewed: June 2022

Independent School District No. 110

Waconia, MN

8.A.5. 802 Disposition of Obsolete Equipment and
Material

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

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

I. PURPOSE

The purpose of this policy is to provide guidelines to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

- A. “Contract” means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. “Official newspaper” is a regular issue of a qualified legal newspaper.
- C. “Obsolete property” means any District commodities, equipment, materials, or supplies that are obsolete, unused, not needed for a public purpose, or ineffective for current use.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent is authorized to dispose of obsolete equipment and materials by selling them at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent is authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

B. Contracts Over \$175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids must be solicited by two weeks’ published notice in the official newspaper. This notice must state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board deems necessary.
2. The sale must be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.

3. A record must be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid must be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.
4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may re-advertise.
5. All bids obtained must be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions will be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until re-solicitation results in completion of the selection process or until a determination is made to abandon the sale, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

If the amount of the sale is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the school board. The sale in the open market may be by auction. If the contract is made on quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district may sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice must include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Donation of Surplus Property

1. By resolution, the School board may authorize the donation of obsolete property (not including real property) to an organization outside the school district, if the School Board concludes that the property has de minimis value or no value. When such a donation is made, the organization receiving the donated property must pay all costs associated with the donation of the obsolete property, including, but not limited to, any costs associated with loading or unloading the property, shipping the property, and storage of the property.

2. As a condition to receiving a donation of obsolete property, an organization must sign a written waiver that is substantially in the following form or such other form as is approved by the School Board's legal counsel:

I am an authorized representative of [ORGANIZATION NAME]. Independent School District No. 110 ("District") is donating the following obsolete property that it has determined has little or no value to the District: [DESCRIBE THE PROPERTY]. On behalf of [ORGANIZATION NAME], I acknowledge that the property is being donated "as is" and without any express or implied warranties, promises, or guarantees from the District. I also acknowledge that the District makes no representations as to whether the property is safe, fit, or appropriate for any general or specific use. On behalf of [ORGANIZATION NAME], I waive and release the District from any and all liability, including any claims for damages, arising out of or related to any future use of the donated property. [ORGANIZATION NAME] also agrees to defend and indemnify the District against any claim for damages, or any other form of liability, arising out of or related to any use of the donated property.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:
 - a. another school district;
 - b. the state department of corrections;
 - c. the board of trustees of Minnesota State Colleges and Universities;
 - d. the family of a student residing in the district whose total family income meets the federal definition of poverty; or
 - e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.
2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student

is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

Legal References: Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 123B.29 (Sale at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
[Minn. Stat. § 471.85 \(Property Transfer; Public Corporations\)](#)
Minn. Stat. § 645.11 (Published Notice)

Cross References: MSBA School Law Bulletin “F” (School District Contract and Bidding Procedures)

Policy Adopted: September 2004, April 2007, May 2010, June 2018
Revised: August 2020 / January 2022, revised September 2023
Independent School District #110
Waconia, MN

8.A.6. 519 Interviews of Students by Outside
Agencies

519 INTERVIEWS OF STUDENTS BY OUTSIDE AGENCIES

There are occasions in which persons other than school district officials and employees find it necessary to speak with a student during the school day. Student safety and disruption of the educational program is of concern to the school district. The purpose of this policy is to establish the procedures for access to students by authorized individuals during the school day.

I. GENERAL STATEMENT OF POLICY

- A. Generally, students may not be interviewed during the school day by persons other than a student's parents, school district officials, employees and/or agents, except as otherwise provided by law and/or this policy.
- B. Requests from law enforcement officers and those other than a student's parents, school district officials, employees and/or agents to interview students shall be made through the principal's office. Upon receiving a request, it shall be the responsibility of the principal to determine whether the request will be granted. Prior to granting a request, the principal shall attempt to contact the student's parents to inform them of the request, except where otherwise prohibited by law.

II. INTERVIEWS CONDUCTED UNDER THE MALTREATMENT OF MINORS ACT

- A. In the case of an investigation pursuant to the Maltreatment of Minors Act, Minn. Stat. § 626.556, Subd. 10, a local welfare agency and a local law enforcement agency may interview, without parental consent, an alleged victim and any minors who currently reside with or who have resided with the alleged perpetrator. The interview may take place at school and during school hours. School district officials will work with the local welfare agency or law enforcement agency to select a place appropriate for the interview. When it is possible and the report alleges substantial child endangerment or sexual abuse, the interview may take place outside the presence of the alleged offender and may take place prior to any interviews of the alleged offender. perpetrator or parent, legal custodian, guardian, or school district official.

[NOTE: This change is found in Minnesota Statutes, section 260E.22.]

- B. If the interview took place or is to take place on school district property, an order of the juvenile court pursuant to Minn. Stat. § 626.556, Subd. 10 (c) may specify that school district officials may not disclose to the parent, legal custodian, or guardian the contents of the notification of intent to interview the child on school district property and/or any other related information regarding the interview that may be a part of the child's record. The school district official must receive a copy of the order from the local welfare or law enforcement agency.

- C. When the local welfare or local law enforcement agency determines that an interview should take place on school district property, school district officials must receive written notification of intent to interview the child on school district property 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 district property. Where the interviews are conducted by the local welfare agency, the notification must be signed by the chair of the local social services agency or the chair's designee. The notification is private educational data on the student. School district 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. Until school district officials receive said notification, all inquiries regarding the nature of the investigation or assessment should be directed to the local welfare or law enforcement agency responsible for the investigation.
- D. School district officials shall have discretion to reasonably schedule the time, place, and manner of an interview by a local welfare or local law enforcement agency on school district premises. However, where the alleged perpetrator is believed to be a school district official or employee, the local welfare or local law enforcement agency will have discretion to determine where the interview will be held. The interview must be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school district officials and the local welfare or law enforcement agency. However, school district officials must yield to the discretion of the local welfare or law enforcement agency concerning other persons in attendance at the interview. School district officials will make every effort to reduce the disruption to the educational program of the child, other students, or school staff when an interview is conducted on school district premises.
- E. Students shall not be taken from school district property without the consent of the principal and without proper warrant.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 626.556, Subd. 10(c) and (d) (Duties of Local Welfare Agency and Local Law enforcement agency upon receipt of a report)

Cross References: Policy 109 (Complaints - Students, Employees, Parents, Other Persons)
Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Policy 515 (Protection and Privacy of Pupil Records)

Policy Adopted: July 2003 / December 19, 2005
Policy Reviewed: September 2017 / December 2020 / July 2023
Independent School District #110
Waconia, MN

8.A.7. 701 Establishment and Adoption of School
District Budget

701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET

[Note: The provisions of this policy substantially reflect the requirements of Minnesota Statutes.]

I. PURPOSE

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

III. REQUIREMENT

- A. The superintendent or such other school official as designated by the superintendent or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected. When projected expenditures exceed projected revenues, the school board may consider use of an available fund balance, if one exists.
- B. The school district must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minnesota Statutes, section 123B.76.
- C. Prior to July 1 of each year, the school board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the school board's expenditure authorization for that school year. No funds may be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- D. Each year, the school district shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Minnesota Commissioner of the Minnesota Department of

Education within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. A summary of this information and the address of the school district's official website where the information can be found must be published in a newspaper of general circulation in the school district. At the same time as this publication, the school district shall publish the other information required by Minnesota Statutes, section 123B.10.

- E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.
- F. The school district must also post the materials specified in Paragraph III.D. above on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.

IV. IMPLEMENTATION

- A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but the superintendent maintains the ultimate responsibility for this function.
- B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).
- C. The superintendent or the superintendent's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.
- E. The school district shall make such reports to the **Minnesota** Commissioner **of Education** as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Legal References: Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirements)

Cross References: MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)

Policy Adopted: June 2004, November 2006
Revised September 2017, reviewed August 2020, revised September 2023

Independent School District #110
Waconia, MN

8.A.8. 721 Uniform Grant Guidance Policy
Regarding Federal Revenues Sources

721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

[Note: School districts are required by the federal Uniform Grant Guidance (UGG) regulations, 2 Code of Federal Regulations Part 200, to have the policies which establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, the United States Office of Management and Budget increased the threshold dollar amounts for both simplified acquisition costs (\$250,000) and micro-purchases (\$10,000).]

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

II. DEFINITIONS

[NOTE: In October 2024, MSBA updated Article II to ensure that the definitions are presented in alphabetical order. School districts may choose whether to adopt this change.]

- A. “Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations section 200.431 (Compensation - Fringe Benefits).

Grants

1. ~~“State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).~~
2. ~~“Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.~~

~~*[Note: All of the requirements outlined in this policy apply to both direct grants and state-administered grants.]*~~

- B. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal

award. The term, as used in 2 Code of Federal Regulations Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

~~“Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.~~

- C. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

~~“Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:~~

- ~~1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101 (Applicability); or~~
 - a. ~~The cost reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101 (Applicability).~~
2. ~~The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 Code of Federal Regulations section 200.40 (Federal Financial Assistance), or the cost reimbursement contract awarded under the federal Acquisition Regulations.~~
3. ~~“Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.~~

- D. “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.

~~“Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations Part 200, does not~~

~~include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.~~

E. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:

1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101 (Applicability); or

b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101 (Applicability).

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 Code of Federal Regulations section 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.

3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

Procurement Methods

~~1. “Procurement by micro purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro purchase threshold (generally \$10,000, except as otherwise discussed in 48 Code of Federal Regulations Subpart 2.1 or as periodically adjusted for inflation).~~

~~[Note: Minnesota school districts may choose to increase their federal micro purchase threshold to \$25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold and the justification for using the higher threshold. Acceptable reasons for justification must meet one of the following criteria: (1) a qualification as a low risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations section 200.520; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]~~

~~2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other~~

~~property that do not cost more than \$250,000 (periodically adjusted for inflation).~~

- ~~3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.~~
- ~~4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.~~
- ~~5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.~~

F. Grants

- ~~1. “State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).~~
- ~~2. “Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.~~

~~***[Note: All of the requirements outlined in this policy apply to both direct grants and state-administered grants.]***~~

~~“Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.~~

- G. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

~~“Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries.~~

~~Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations section 200.431 (Compensation – Fringe Benefits).~~

H. “Post-retirement health plans” refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations section 200.431(g) for retirees and their spouses, dependents, and survivors.

I. Procurement Methods

1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 Code of Federal Regulations Subpart 2.1 or as periodically adjusted for inflation).

[Note: Minnesota school districts may choose to increase their federal micro-purchase threshold to \$25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold and the justification for using the higher threshold. Acceptable reasons for justification must meet one of the following criteria: (1) a qualification as a low-risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations section 200.520; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]

2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$175,000 \$250,000 (periodically adjusted for inflation).

[NOTE: Despite the federal government’s increase in the dollar cap for small purchases, Minnesota law limits the cap to \$175,000.]

3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.

~~“Severance pay” is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.~~

- J. “Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.

~~“Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.~~

- K. “Severance pay” is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.

~~“Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.~~

- L. “Travel costs” are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.
- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any

potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

IV. ACCEPTABLE METHODS OF PROCUREMENT

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered used when possible.
- H. Methods of Procurement. The school district must use one of the following methods of procurement:
 - 1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified

suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.

2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
3. Procurement by sealed bids (formal advertising).
4. Procurement by competitive proposals. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.
5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
 - a. The item is available only from a single source;
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

- c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
 - d. After solicitation of a number of sources, competition is determined inadequate.
- I. **Competition.** The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.
- K. Non-federal entities are prohibited from contracting with or making subawards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.
- L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations, section 180.215.

V. **MANAGING EQUIPMENT AND SAFEGUARDING ASSETS**

- A. **Property Standards.** The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with

federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations sections 200.311, 200.314, and 200.315.

B. Equipment

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

C. Cybersecurity

The school district must take reasonable cybersecurity and other measures to safeguard

1. Personally identifiable information;
2. Information that the federal agency or pass-through entity designates as sensitive; and

3. Other information that the school district considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

[NOTE: See 2 CFR 200.303, which establishes internal controls that the school district must implement.]

VI. FINANCIAL MANAGEMENT REQUIREMENTS

- A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.

- B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

- C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should ~~align be in compliance~~ with guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with the United States Constitution, federal statutes, regulations, and the terms and conditions of the federal award.

The school district must ~~also~~ evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must ~~also~~ take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.
- B. Definitions
1. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
 2. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
 3. "Omni Circular" or "2 Code of Federal Regulations, Part 200s" or "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
 4. "Advance payment" means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.
- C. Allowable Costs. The following items are costs that may be allowable under the 2 Code of Federal Regulations, Part 200s under specific conditions:
1. Advisory councils;

2. Audit costs and related services;
3. Bonding costs;
4. Communication costs;
5. Compensation for personal services;
6. Depreciation and use allowances;
7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law. 2 Code of Federal Regulations, Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not

mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations, Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 Code of Federal Regulations section 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the

federal program that would support the cost.

2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
 - a. Necessary for the proper and efficient performance or administration of the program.
 - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
 - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
 - d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
 - e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

- G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with

federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).
3. Auditors generally presume supplanting has occurred in three situations:
 - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
 - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
 - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district’s grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
 2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.
- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Mandatory Disclosures

The school district must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in 18 United States Code or a violation of the civil False Claims Act (31 United States Code, sections 3729-3733).

The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and Pass-through entity (if applicable). School districts are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entity wide policies and practices concerning the permissible extent of professional services that can be provided

outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
- b. The costs are equitably allocated to all related activities, including federal awards; and
- c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations, section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.

6. Costs of severance pay are allowable only to the extent that, in each case,

severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
 - 1. Critical and necessary for the conduct of the project;
 - 2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
 - 3. Consistent with the school district's cost accounting practices and school district policy; and
 - 4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

- 1. Participation of the individual is necessary to the federal award; and
- 2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual's travel for the federal award;
2. Consistent with the school district's documented travel policy for all school district travel; and
3. Only temporary during the travel period.

[Note: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 Code of Federal Regulations section 200.207 (Specific Conditions). If the DOE or MDE determines that noncompliance cannot be remedied by imposing additional conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: 1) Temporarily withhold cash payments pending correction of the deficiency by the school district or more severe enforcement action by the DOE or MDE; 2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; 3) Wholly or partly suspend or terminate the federal award; 4) Initiate suspension or debarment proceedings as authorized under 2 Code of Federal Regulations Part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); 5) Withhold further federal awards for the project or program; and/or 6) Take other remedies that may be legally available.]

Legal References: 2 C.F.R. § 200.1 (Definitions; Capital Assets)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205~~(d)~~ (Federal Awarding Agency Review of Merit of Proposals Risk Posed by Applicants)
2 C.F.R. § 200.214 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)
2 C.F.R. § 200.305(b)(1) (Federal Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (~~Federally-Owned and Exempt Real~~ Property)
2 C.F.R. § 200.312 (Federally-owned and Exempt Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319(c) (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)

2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Financial Reporting)
2 C.F.R. § 200.339 ([Remedies for Noncompliance](#))
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.474 (Transportation Costs)
2 C.F.R. § 200.475 (Travel Costs)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
~~MSBA/MASA Model Policy 210.1 (Conflict of Interest—Charter School Board Members)~~
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)

Policy Adopted: September 2017

Revised: August 2020, January 2024

Independent School District No. 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. Schools Advocating for Fair Funding (SAFF)
Representative

9.E. Southwest Metro Intermediate District 288
Representative

9.F. MSHSL Representative

9.G. Special Education Advisory Council

9.H. Community Education Advisory Council
Representative

9.I. Teaching & Learning Advisory Council
Representative

9.J. City of Waconia Liaison

10. **ADJOURNMENT**