

ISD 110 School Board Regular Meeting

Monday, November 17, 2025 7:00 PM

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

2.B. Master's Degree Achievements: **Presenter:** Jeni
Super, Director of
Human Resources

3. **PUBLIC COMMENT**

4. **MINUTES OF PREVIOUS MEETING**

ISD 110 School Board Regular Meeting
Monday, October 27, 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

Members present: Amott, Bergstrom, Kelzer-Breedon, Rosin, Hagen, Arnita

Members absent: Wilson

Call to order by Chair Amott at 7pm

Motion by Kelzer-Breedon to adopt the agenda

Hagen second

All in favor

Motion carried

2. ANNOUNCEMENTS, ACKNOWLEDGMENTS, AND CORRESPONDENCE

Presenter: Chair Amott

2.A. Upcoming Meetings:

2.B. Continuing Contract Achievements

3. **PUBLIC COMMENT** none.

4. MINUTES OF PREVIOUS MEETING

Motion by Rosin to approve the minutes of the September 22 regular meeting and October 13 work session

Arnita second

All in favor

Motion carried

5. CONSENT AGENDA

Presenter: Chair Amott

Motion by Bergstrom to approve consent agenda

Kelzer-Breedon second

All in favor

Motion carried

5.A. Bills and Wire Transfers

5.B. Human Resource Items

Presenter: Jeni Super, Director of Human Resources

5.C. Client Services Agreement with ProCare Therapy

5.D. Land Donation

5.E. Resolution Appointing Additional Election Judges

5.F. Receipts of Donation

6. REPORTS

6.A. Student Representative Report

Presenter: Sydney Sabol and Colette Newman

6.B. College and Career Readiness Report

Presenter: Erika Nesvig, Director of Education Services and Paul Sparby, Waconia High School Principal

6.C. Finance Report

Presenter: Pam Carman, Director of Finance & Operations

6.C.1. October 1 Enrollment Report

7. ACTION ITEMS

7.A. Second Read Board Policy

Motion by Kelzer-Breeden to approve all second read board policies with the exception of 414.

Hagen second

All in favor

Motion carried

7.A.1. 414 Mandated Reporting Child Neglect or Physical or Sexual Abuse

Presenter: Jeni Super, Director of Human Resources

Policy 414 language will be reviewed at a future Policy Committee meeting for language clarification.

7.A.2. 416 Drug and Alcohol Testing

Presenter: Jeni Super, Director of Human Resources

7.A.3. 418 Drug Free Workplace Drug Free School

Presenter: Jeni Super, Director of Human Resources

7.A.4. 425 Staff Development and Mentoring

Presenter: Erika Nesvig, Director of Educational Services

7.A.5. 602 Organization of School Calendar and School Day

Presenter: Erika Nesvig, Director of Educational Services

7.A.6. 620 Credit for Learning

Presenter: Erika Nesvig, Director of Educational Services

7.A.7. 621 Literacy and the Read Act

Presenter: Erika Nesvig, Director of Educational Services

7.A.8. 624 Online Instruction

Presenter: Erika Nesvig, Director of Educational Services

8. DISCUSSION ITEMS

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) Representatives

Arnita reported a statewide survey was done by Leatherman. A recent SAFF meeting featured guest speaker sharing a new way to calculate localized revenue.

9.E. Southwest Metro Intermediate District 288 Representative

Amott reported Leatherman is currently working with Southwest Metro

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

Motion by Bergstrom to adjourn

Rosin second

All in favor

Motion carried

Meeting adjourned at 8:02 pm

ISD 110 School Board Work Session
Monday, November 10, 2025 7:00 PM

Waconia High School - Room B107
1650 Community Drive
Waconia, MN 55387

Members present: Amott, Kelzer-Breeden, Arnita, Wilson, Bergstrom, Rosin, Hagen
Members absent: none

1. Canvass 2025 Special Election Results (Roll Call Vote)

Motion by Bergstrom to certify the results of the 2025 Special Election

Kelzer-Breeden second

Roll call vote taken

Motion carried

2. Strategic Plan Update

Presenter: Dr. Brian Gersich, Superintendent and ISD 110 Leadership Team

Directors Nesvig, Super, and Carman gave updates on the strategic plan including student outcomes, student and staff experiences, and systems and structures.

3. ISD 110 Social Emotional Learning Overview

Presenter: Paul Tordoff, Director of Student Services

Director Tordoff share information on processes and programs that are part of the district's SEL.

4. Review of Safari Island Contracts

Presenter: Pam Carman, Director of Finance and Operations

Director Carman shared a timeline of future contract discussions, shared contracts with the board to begin to get familiar with their contents.

5. Superintendent Updates

Presenter: Brian Gersich, Superintendent

Superintendent Gersich shared the Girls Cross Country success at state meet, next steps following the passing of the referendum, school board member training later in the week with Dr. Pritzl

6. Action Item - Award Sinkhole Bid

Presenter: Pam Carman, Director of Finance and Operations

Motion by Kelzer-Breeden to award sinkhole bid to Schneider Excavating & Grading

Bergstrom second

All in favor

Motion carried

Meeting ended 8:09 PM

5. **CONSENT AGENDA**

Presenter: Chair
Amott

5.A. Bills and Wire Transfers

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
616743	ADAMS PEST CONTROL CO INC	10/01/2025	R	447.96	October
616744	AVIBEN	10/01/2025	R	264.62	October
616745	BACH, MATTHEW	10/01/2025	R	160.00	October
616746	BATTERIES R US	10/01/2025	R	259.96	October
616747	BEHRENS, CHARLES	10/01/2025	R	286.00	October
616748	BIFFS, INC	10/01/2025	R	1,200.00	October
616749	BNR IRRIGATION SERVICES INC	10/01/2025	R	1,929.64	October
616750	CANON FINANCIAL SERVICES INC	10/01/2025	R	890.18	October
616751	CENGAGE LEARNING INC/GALE	10/01/2025	R	2,475.00	October
616752	CITY OF WACONIA	10/01/2025	R	89,703.84	October
616753	CRUNSTEDT, ROBERT	10/01/2025	R	100.00	October
616754	DRUSCH, MERLYN PETE	10/01/2025	R	100.00	October
616755	EDPUZZLE INC	10/01/2025	R	3,050.00	October
616756	ELLINGSON, JIM	10/01/2025	R	200.00	October
616757	FRANKLIN PRINTING INC	10/01/2025	R	379.25	October
616758	GRAMS, RYAN	10/01/2025	R	200.00	October
616759	GRAND, TAYLOR	10/01/2025	R	3,332.00	October
616760	HAAS, CASEY	10/01/2025	R	200.00	October
616761	HANSON, ADAM	10/01/2025	R	100.00	October
616762	HERITAGE EMBROIDERY & DESIGN	10/01/2025	R	31.00	October
616763	HILLYARD/HUTCHINSON	10/01/2025	R	857.96	October
616764	HOPE RIDES	10/01/2025	R	420.00	October
616765	IEA, INC	10/01/2025	R	4,507.25	October
616766	INDIANHEAD FS DISTRIBUTOR, INC	10/01/2025	R	17,824.14	October
616767	INNOVATIVE OFFICE SOLUTIONS LL	10/01/2025	R	537.49	October
616768	KENNEDY & GRAVEN, CHARTERED	10/01/2025	R	79.50	October
616769	KKC TAE KWON DO	10/01/2025	R	1,092.00	October
616770	LAKESHORE LEARNING MATERIALS L	10/01/2025	R	524.73	October
616771	LUHMAN, SCOTT	10/01/2025	R	100.00	October
616772	LVC COMPANIES INC	10/01/2025	R	640.00	October
616773	METRO VOLLEYBALL OFFICIALS ASS	10/01/2025	R	540.00	October
616774	MN CLAY CO USA	10/01/2025	R	237.78	October
616775	NAFME	10/01/2025	R	153.00	October
616776	NICE SHIRT CO.	10/01/2025	R	4,487.55	October
616777	PALO, JASON	10/01/2025	R	100.00	October
616778	PASCO SCIENTIFIC	10/01/2025	R	259.95	October
616779	PERFORMANCE FOODSERVICE	10/01/2025	R	1,475.38	October
616780	PICKLE EVENTS LLC	10/01/2025	R	2,353.00	October
616781	PLANSOURCE BENEFITS ADMIN INC	10/01/2025	R	3,344.00	October
616782	R.S. HUGHES CO INC	10/01/2025	R	1,551.32	October
616783	STAPLES ADVANTAGE	10/01/2025	R	456.42	October
616784	STRICKFADEN, KYLE	10/01/2025	R	100.00	October
616785	SWANSON, JACK	10/01/2025	R	100.00	October
616786	TRIO SUPPLY COMPANY	10/01/2025	R	654.05	October
616787	TRUE MECHANICAL LLC	10/01/2025	R	13,725.11	October
616788	TURNITIN LLC	10/01/2025	R	6,210.38	October
616789	UHL CO	10/01/2025	R	20,032.12	October
616790	US BANK	10/01/2025	R	1,100.00	October
616791	VER PLOEG, CHRISTINE	10/01/2025	R	2,700.00	October
616792	VEX ROBOTICS INC	10/01/2025	R	151.37	October
616793	WASNESS, SANDY	10/01/2025	R	96.00	October
616794	WESTERN PSYCHOLOGICAL SERVICES	10/01/2025	R	190.00	October
616795	YAGER, MICHAEL	10/01/2025	R	100.00	October
616796	NAVIGATE360, LLC	10/07/2025	R	2,843.75	October
616797	INTERMEDIATE DIST #287	10/08/2025	R	20,328.60	October
616798	ADAMS PEST CONTROL CO INC	10/10/2025	R	1,016.74	October

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
616799	AFFINETY SOLUTIONS, INC	10/10/2025	R	230.00	October
616800	ALPHA WIRELESS COMMUNICATIONS	10/10/2025	R	46,773.52	October
616801	AMPION PBC	10/10/2025	R	17,527.15	October
616802	AVIBEN	10/10/2025	R	260.71	October
616803	BELL, ANTHONY	10/10/2025	R	1,800.00	October
616804	BIFFS, INC	10/10/2025	R	1,411.44	October
616805	BLILIE, ALEC	10/10/2025	R	90.00	October
616806	BLUUM OF MINNESOTA LLC	10/10/2025	R	500.00	October
616807	BNR IRRIGATION SERVICES INC	10/10/2025	R	140.00	October
616808	BSN SPORTS LLC	10/10/2025	R	1,598.96	October
616809	CAROLINA BIOLOGICAL SUPPLY CO	10/10/2025	R	250.72	October
616810	CARVER COUNTY FINANCE	10/10/2025	R	36,802.07	October
616811	CARVER COUNTY	10/10/2025	R	75.00	October
616812	CHARBONNEAU, MADELINE	10/10/2025	R	900.00	October
616813	CHOICE ELECTRIC	10/10/2025	R	12,487.39	October
616814	CITY OF WACONIA	10/10/2025	R	12,342.13	October
616815	COLONY PLAZA, INC	10/10/2025	R	284.28	October
616816	COMMUNITY CLUB TOURS	10/10/2025	R	810.00	October
616817	CROUCHER, CHRIS	10/10/2025	R	500.00	October
616818	CROWN COLLEGE	10/10/2025	R	28,923.57	October
616819	CULLIGAN BOTTLED WATER	10/10/2025	R	270.00	October
616820	DIAMOND VOGEL PAINT	10/10/2025	R	209.84	October
616821	ECM PUBLISHERS, INC	10/10/2025	R	236.50	October
616822	EDER, NOLAN	10/10/2025	R	90.00	October
616823	ELSMORE SWIM SHOP	10/10/2025	R	663.75	October
616824	ENSEMBLE'S EDGE LLC	10/10/2025	R	1,249.20	October
616825	FLIGHT DECK ATHLETICS	10/10/2025	R	2,354.00	October
616826	FRANKLIN PRINTING INC	10/10/2025	R	232.98	October
616827	FRATTALLONES	10/10/2025	R	869.39	October
616828	GRAINGER	10/10/2025	R	338.88	October
616829	GREAT LAKES COCA-COLA DIST	10/10/2025	R	862.80	October
616830	GROTH MUSIC COMPANY	10/10/2025	R	1,560.40	October
616831	HAAS, CASEY	10/10/2025	R	150.00	October
616832	HEFFELE, KRISTEN	10/10/2025	R	25.00	October
616833	HEGER'S DAIRY LLC	10/10/2025	R	10,743.94	October
616834	HELEN SOLAR LLC	10/10/2025	R	6,948.83	October
616835	HILLYARD/HUTCHINSON	10/10/2025	R	9,545.60	October
616836	IMAGINE LEARNING LLC	10/10/2025	R	92.40	October
616837	INDIANHEAD FS DISTRIBUTOR, INC	10/10/2025	R	22,974.66	October
616838	INNOVATIVE OFFICE SOLUTIONS LL	10/10/2025	R	253.86	October
616839	IXL LEARNING INC	10/10/2025	R	662.50	October
616840	JAGUNICH, PEYTON	10/10/2025	R	25.00	October
616841	JOHNSON, CHASE	10/10/2025	R	50.00	October
616842	KEEGAN, KEVIN	10/10/2025	R	2,700.00	October
616843	KUERSCHNER, JASON	10/10/2025	R	150.00	October
616844	KUTA SOFTWARE LLC	10/10/2025	R	1,480.00	October
616845	LANO EQUIPMENT INC	10/10/2025	R	1,787.21	October
616846	LEE'S REFRIGERATION LLC	10/10/2025	R	721.25	October
616847	LOFFLER COMPANIES	10/10/2025	R	3,962.57	October
616848	MACKIN LIBRARY SERVICE	10/10/2025	R	185.53	October
616849	MARKGRAF, BRANDON	10/10/2025	R	75.00	October
616850	MERRITT, GEDRIC	10/10/2025	R	150.00	October
616851	MERZER, SHEILA	10/10/2025	R	1,518.75	October
616852	METRO COMM ED DIRECTORS ASSN	10/10/2025	R	100.00	October
616853	METRONET	10/10/2025	R	1,899.54	October
616854	MID-COUNTY CO-OP	10/10/2025	R	31.80	October

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616855	MINI BIFF LLC	10/10/2025	R	99.96	October
616856	MINNESOTA ELITE ASSIGNING LLC	10/10/2025	R	6,213.00	October
616857	MULLER BOAT CO	10/10/2025	R	3,599.00	October
616858	MUSIC MART	10/10/2025	R	1,424.80	October
616859	NEVER BORED ADVENTURE LLC	10/10/2025	R	232.00	October
616860	PAN-O-GOLD BAKING CO	10/10/2025	R	5,663.58	October
616861	PARTS CITY WACONIA	10/10/2025	R	170.99	October
616862	PERFORMANCE FOODSERVICE	10/10/2025	R	2,552.82	October
616863	PERNSTEINER CREATIVE GROUP, IN	10/10/2025	R	6,464.37	October
616864	POZEGA, JUSTIN	10/10/2025	R	1,200.00	October
616865	RAINBOW of MINNESOTA, LLC	10/10/2025	R	21,828.00	October
616866	RECTECH OUTDOOR SOLUTIONS LLC	10/10/2025	R	76.28	October
616867	REED WHOLESALE & OCS	10/10/2025	R	3,209.25	October
616868	S.M. HENTGES & SONS INC	10/10/2025	R	73,615.00	October
616869	SCAN AIR FILTER, INC	10/10/2025	R	7,540.70	October
616870	SCHOLASTIC, INC	10/10/2025	R	171.88	October
616871	SCHOMMER, JAMES	10/10/2025	R	900.00	October
616872	SCHOOL SPECIALTY, LLC	10/10/2025	R	521.91	October
616873	SHELBY JADE PHOTOGRAPHY	10/10/2025	R	455.00	October
616874	SHRED-N-GO - 446138	10/10/2025	R	320.00	October
616875	SKYWARD ACCOUNTING DEPT	10/10/2025	R	1,508.00	October
616876	SOUTHSIDE REFEREES LLC	10/10/2025	R	3,058.00	October
616877	TCI-TEACHERS' CURRICULUM INSTI	10/10/2025	R	289.00	October
616878	TECH CHECK LLC	10/10/2025	R	2,503.21	October
616879	THEMES & VARIATIONS	10/10/2025	R	176.00	October
616880	TINTES, MATTHEW	10/10/2025	R	918.00	October
616881	TRA-TEACHERS RETIREMENT ASSOC	10/10/2025	R	20.13	October
616882	TRIO SUPPLY COMPANY	10/10/2025	R	1,750.22	October
616883	TWIN CITIES SOCCER LEAGUES	10/10/2025	R	2,375.00	October
616884	VERICH, LUKE	10/10/2025	R	50.00	October
616885	WAYZATA RESULTS, INC	10/10/2025	R	1,312.00	October
616886	WEX BANK	10/10/2025	R	394.34	October
616887	WHITAKER BROTHERS BUSINESS MAC	10/10/2025	R	2,278.00	October
616888	WILLIAM V MACGILL & CO	10/10/2025	R	198.00	October
616889	WILSON LANGUAGE TRAINING CORP	10/10/2025	R	41.00	October
616890	WM CORPORATE SERVICES INC	10/10/2025	R	3,811.65	October
616891	WOYNO & ASSOCIATES LLC	10/10/2025	R	4,550.00	October
616892	YAGER, MICHAEL	10/10/2025	R	887.50	October
616893	AMAZON CAPITAL SERVICES	10/13/2025	R	11,263.65	October
616894	WACONIA EDUCATION ASSOCIATION	10/15/2025	R	13,280.49	October
616895	A & D SOLUTIONS LLC	10/17/2025	R	605.00	October
616896	ADAMS PEST CONTROL CO INC	10/17/2025	R	139.97	October
616897	ANDERSON, BRIAN	10/17/2025	R	125.00	October
616898	BACH, MATTHEW	10/17/2025	R	160.00	October
616899	BARFKNECHT, ALAN	10/17/2025	R	125.00	October
616900	BEHRENS, CHARLES	10/17/2025	R	286.00	October
616901	CDW GOVERNMENT LLC	10/17/2025	R	68,100.34	October
616902	CITY THERAPY SERVICES LLC	10/17/2025	R	17,373.75	October
616903	CONTRACT PAPER GROUP, INC	10/17/2025	R	7,815.50	October
616904	CRUNSTEDT, ROBERT	10/17/2025	R	100.00	October
616905	DRUSCH, MERLYN PETE	10/17/2025	R	25.00	October
616906	ELLINGSON, JIM	10/17/2025	R	200.00	October
616907	GAME ONE	10/17/2025	R	1,012.80	October
616908	GERDES, DARRIN	10/17/2025	R	100.00	October
616909	GRAINGER	10/17/2025	R	81.61	October
616910	GRAMS, RYAN	10/17/2025	R	125.00	October

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616911	GRAPHIC SOURCE	10/17/2025	R	350.00	October
616912	HAAS, CASEY	10/17/2025	R	100.00	October
616913	HEIMERL, CRAIG	10/17/2025	R	100.00	October
616914	HILLYARD/HUTCHINSON	10/17/2025	R	3,134.67	October
616915	HUSTLE & HEART SPORTS	10/17/2025	R	4.25	October
616916	INDIANHEAD FS DISTRIBUTOR, INC	10/17/2025	R	26,728.76	October
616917	INFOBASE LEARNING	10/17/2025	R	521.13	October
616918	INNOVATIVE OFFICE SOLUTIONS LL	10/17/2025	R	112.16	October
616919	JENCO PROPERTY MAINTENANCE	10/17/2025	R	9,605.00	October
616920	LAKESHORE LEARNING MATERIALS L	10/17/2025	R	142.49	October
616921	LEARNING A-Z LLC	10/17/2025	R	186.00	October
616922	LINDE GAS & EQUIPMENT INC	10/17/2025	R	3,948.09	October
616923	LOFFLER COMPANIES	10/17/2025	R	1,217.92	October
616924	MAYER LUMBER CO, INC	10/17/2025	R	639.08	October
616925	MDE-MCIS	10/17/2025	R	3,181.00	October
616926	MERZER, SHEILA	10/17/2025	R	292.50	October
616927	MINNESOTA CORE VOLLEYBALL	10/17/2025	R	938.40	October
616928	MN SAFETY COUNCIL	10/17/2025	R	92.00	October
616929	MUSIC MART	10/17/2025	R	987.50	October
616930	NELSON, CONSTANCE	10/17/2025	R	837.38	October
616931	ORIENTAL TRADING/FUN EXPRESS	10/17/2025	R	162.16	October
616932	PALO, JASON	10/17/2025	R	100.00	October
616933	PERFORMANCE APPAREL, LLC	10/17/2025	R	1,056.00	October
616934	PERFORMANCE FOODSERVICE	10/17/2025	R	1,143.91	October
616935	PICK A TIME	10/17/2025	R	7.80	October
616936	PIECHOWSKI, DENNIS	10/17/2025	R	125.00	October
616937	TABWRITE LLC	10/17/2025	R	288.00	October
616938	RONDESTVEDT, STEPHEN	10/17/2025	R	100.00	October
616939	SCHOOL SPECIALTY, LLC	10/17/2025	R	194.81	October
616940	SELL, DAVE	10/17/2025	R	125.00	October
616941	SHIFFLER EQUIP SALES, INC	10/17/2025	R	335.77	October
616942	SMITH EMS LLC	10/17/2025	R	206.25	October
616943	SQUIRES,WALDSPURGER & MACE PA	10/17/2025	R	392.00	October
616944	STRICKFADEN, KYLE	10/17/2025	R	125.00	October
616945	TERRAFORM PHOENIX II ARCADIA	10/17/2025	R	719.96	October
616946	THUNSTROM, LEE	10/17/2025	R	125.00	October
616947	TWIN CITIES SOCCER LEAGUES	10/17/2025	R	2,375.00	October
616948	WASNESS, SANDY	10/17/2025	R	80.00	October
616949	WM CORPORATE SERVICES INC	10/17/2025	R	5.00	October
616950	YAGER, MICHAEL	10/17/2025	R	25.00	October
616951	INTERMEDIATE DIST #287	10/21/2025	R	10,162.76	October
616952	SOUTHWEST METRO INTERMEDIATE D	10/21/2025	R	4,897.51	October
616953	ADAMS PEST CONTROL CO INC	10/24/2025	R	204.12	October
616954	ATHLETIC STUFF	10/24/2025	R	404.00	October
616955	AVIBEN	10/24/2025	R	566.86	October
616956	BIFFS, INC	10/24/2025	R	2,450.00	October
616957	BLICK ART MATERIALS	10/24/2025	R	519.65	October
616958	BSN SPORTS LLC	10/24/2025	R	4,748.37	October
616959	CAPTIVATE MEDIA+CONSULTING	10/24/2025	R	4,150.00	October
616960	CASTLECO THEATRE	10/24/2025	R	2,200.00	October
616961	CATALYST SOURCING SOLUTIONS	10/24/2025	R	475.00	October
616962	CENTRAL MCGOWAN INC	10/24/2025	R	261.95	October
616963	CENTRAL UNITED COOPERATIVE	10/24/2025	R	481.82	October
616964	COMMERCIAL KITCHEN SERVICES	10/24/2025	R	637.50	October
616965	CONTRACT PAPER GROUP, INC	10/24/2025	R	1,790.25	October
616966	CREATIVE COMPASS CONSULTING	10/24/2025	R	1,500.00	October

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
616967	DIVERSIFIED PLUMBING & HEATING	10/24/2025	R	1,576.42	October
616968	ECM PUBLISHERS, INC	10/24/2025	R	37.63	October
616969	ELECTION SYSTEMS & SOFTWARE LL	10/24/2025	R	1,515.87	October
616970	ESS BROTHERS & SONS INC	10/24/2025	R	226.00	October
616971	FIRST	10/24/2025	R	6,300.00	October
616972	GAME ONE	10/24/2025	R	205.73	October
616973	GOHRE, ELIZABETH	10/24/2025	R	25.00	October
616974	GREAT MINDS PBC	10/24/2025	R	177.72	October
616975	GROGAN, MICHAEL	10/24/2025	R	50.00	October
616976	HAAS, CASEY	10/24/2025	R	75.00	October
616977	HEINEMANN	10/24/2025	R	905.38	October
616978	HILLYARD/HUTCHINSON	10/24/2025	R	9,182.95	October
616979	HOUGHTON MIFFLIN	10/24/2025	R	1,078.80	October
616980	HUSTLE & HEART SPORTS	10/24/2025	R	1,106.00	October
616981	IND SCHOOL DIST #94	10/24/2025	R	200.00	October
616982	INDIANHEAD FS DISTRIBUTOR, INC	10/24/2025	R	21,973.49	October
616983	INNOVATIONAL WATER SOLUTIONS I	10/24/2025	R	993.00	October
616984	JACKSON, JACOB	10/24/2025	R	850.00	October
616985	JT FLOOR COVERING INSTALL LLC	10/24/2025	R	515.00	October
616986	KAMERUD, JILLIAN	10/24/2025	R	75.00	October
616987	LESSONPIX, INC	10/24/2025	R	31.60	October
616988	LHOTKA, MICHAEL	10/24/2025	R	125.00	October
616989	LOFFLER COMPANIES	10/24/2025	R	340.00	October
616990	LVC COMPANIES INC	10/24/2025	R	4,474.66	October
616991	MACKENTHUN'S FINE FOODS	10/24/2025	R	3,703.97	October
616992	MARKGRAF, BRANDON	10/24/2025	R	50.00	October
616993	MEI TOTAL ELEVATOR SOLUTIONS	10/24/2025	R	830.54	October
616994	METRO VOLLEYBALL OFFICIALS ASS	10/24/2025	R	540.00	October
616995	MINNESOTA ELITE ASSIGNING LLC	10/24/2025	R	1,776.00	October
616996	MN DECA	10/24/2025	R	2,890.50	October
616997	MRI SOFTWARE LLC	10/24/2025	R	263.00	October
616998	MSCA-MN SCHOOL COUNSELORS ASSN	10/24/2025	R	120.00	October
616999	MUSIC MART	10/24/2025	R	225.60	October
617000	NCS PEARSON, INC	10/24/2025	R	118.00	October
617001	NELSON, CONSTANCE	10/24/2025	R	577.50	October
617002	NIELSEN, JACKSON	10/24/2025	R	50.00	October
617003	PASCO SCIENTIFIC	10/24/2025	R	210.25	October
617004	PERFORMANCE FOODSERVICE	10/24/2025	R	489.37	October
617005	PLANSOURCE BENEFITS ADMIN INC	10/24/2025	R	3,344.00	October
617007	SCAN AIR FILTER, INC	10/24/2025	R	354.94	October
617008	SCHEFF, BRODY	10/24/2025	R	75.00	October
617009	SCHOLASTIC BOOK FAIRS-04	10/24/2025	R	1,438.79	October
617010	SCHOOL SPECIALTY, LLC	10/24/2025	R	118.31	October
617011	SONOVA USA INC	10/24/2025	R	2,125.82	October
617012	STAPLES ADVANTAGE	10/24/2025	R	117.63	October
617013	TEXTBOOK WAREHOUSE	10/24/2025	R	96.25	October
617014	TRIO SUPPLY COMPANY	10/24/2025	R	547.90	October
617015	VERICH, LUKE	10/24/2025	R	50.00	October
617016	AMAZON CAPITAL SERVICES	10/28/2025	R	11,428.62	October
617017	CDW GOVERNMENT LLC	10/29/2025	R	4,410.04	October
617018	COOL AIR MECHANICAL, INC.	10/29/2025	R	506,255.00	October
617019	LVC COMPANIES INC	10/29/2025	R	3,225.14	October
617020	SYSTEMS MANAGEMENT & BALANCING	10/29/2025	R	5,063.50	October
617021	EDUCATIONAL SUPPORT PARA UNION	10/31/2025	R	3,345.86	October
617022	EYE MED-FIDELITY SECURITY LIFE	10/31/2025	R	2,177.91	October
617023	MN SCHOOL EMPLOYEES ASSOCIATIO	10/31/2025	R	352.10	October

CHECK NUMBER	CHECK VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
617024	NCPERS GROUP LIFE INS	10/31/2025	R	96.00	October
617025	SCHOOL SERVICE EMPLOYEES	10/31/2025	R	890.42	October
617026	WACONIA EDUCATION ASSOCIATION	10/31/2025	R	13,333.93	October
617027	ACCURATE LABEL DESIGNS INC	10/31/2025	R	267.95	October
617028	ADAMS PEST CONTROL CO INC	10/31/2025	R	557.50	October
617029	AMAZING ATHLETES OF CENTRAL MN	10/31/2025	R	700.00	October
617030	ANDERSON, DON	10/31/2025	R	125.00	October
617031	ANDRASCHKO, NEIL	10/31/2025	R	135.00	October
617032	BACH, MATTHEW	10/31/2025	R	96.00	October
617033	BERG, LUCAS	10/31/2025	R	135.00	October
617034	BLAKE, STEVE	10/31/2025	R	125.00	October
617035	BLICK ART MATERIALS	10/31/2025	R	439.56	October
617036	BNR IRRIGATION SERVICES INC	10/31/2025	R	1,905.12	October
617037	BREEZY POINT RESORT	10/31/2025	R	715.00	October
617038	CANON FINANCIAL SERVICES INC	10/31/2025	R	890.18	October
617039	CDW GOVERNMENT LLC	10/31/2025	R	266.00	October
617040	CHARMTECH LABS LLC	10/31/2025	R	4,500.00	October
617041	CHOICE ELECTRIC	10/31/2025	R	2,678.04	October
617042	COMMUNITY CLUB TOURS	10/31/2025	R	192.00	October
617043	CREATURE WORKS, INC	10/31/2025	R	42.50	October
617044	DECA INC.	10/31/2025	R	793.00	October
617045	DIVERSIFIED PLUMBING & HEATING	10/31/2025	R	1,438.40	October
617046	FRANKLIN PRINTING INC	10/31/2025	R	934.74	October
617047	GRAINGER	10/31/2025	R	335.06	October
617048	GREAT LAKES COCA-COLA DIST	10/31/2025	R	803.85	October
617049	HANSON SPORTS LLC	10/31/2025	R	499.20	October
617050	HOSA-Future Health Prof.	10/31/2025	R	1,300.00	October
617051	IEA, INC	10/31/2025	R	1,510.20	October
617052	INDIANHEAD FS DISTRIBUTOR, INC	10/31/2025	R	19,722.38	October
617053	INNOVATIVE OFFICE SOLUTIONS LL	10/31/2025	R	106.93	October
617054	ITEN, ZACHARY	10/31/2025	R	125.00	October
617055	JW PEPPER & SON, INC	10/31/2025	R	1,467.95	October
617056	KLEM, JOSH	10/31/2025	R	135.00	October
617057	KOCH SCHOOL BUS SERVICE, INC	10/31/2025	R	509,535.00	October
617058	KRUGER, JORDAN	10/31/2025	R	135.00	October
617059	KULLY SUPPLY COMPANY	10/31/2025	R	390.66	October
617060	LANO EQUIPMENT INC	10/31/2025	R	2,102.10	October
617061	LOFFLER COMPANIES	10/31/2025	R	706.53	October
617062	MASP	10/31/2025	R	50.00	October
617064	MERRITT, GEDRIC	10/31/2025	R	125.00	October
617065	METRO BASEBALL LEAGUE	10/31/2025	R	6,525.00	October
617066	MINER JR, BERNARD	10/31/2025	R	125.00	October
617067	MMEA	10/31/2025	R	1,620.00	October
617068	MN CLAY CO USA	10/31/2025	R	785.52	October
617069	MN JUNIOR HIGH MATH LEAGUE	10/31/2025	R	200.00	October
617070	MSHSL	10/31/2025	R	170.00	October
617071	NAHAN, SHELLY	10/31/2025	R	765.00	October
617072	NEAL SLATE CO	10/31/2025	R	4,885.00	October
617073	NOTCH, CLAYTON	10/31/2025	R	135.00	October
617074	NOVAK, JANICE	10/31/2025	R	20.00	October
617075	OFFICE OF MNIT SERVICES	10/31/2025	R	39.90	October
617076	PASCO, JEFF	10/31/2025	R	125.00	October
617077	PATRICK McNUTT SERVICE & PARTS	10/31/2025	R	990.95	October
617078	PERFORMANCE FOODSERVICE	10/31/2025	R	702.78	October
617079	PERNSTEINER CREATIVE GROUP, IN	10/31/2025	R	4,825.16	October
617080	PROFESSIONAL TURF & RENOVATION	10/31/2025	R	17,336.53	October

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
617082	RELIABLE RAMPS	10/31/2025	R	96.90	October
617083	RIDGEWATER COLLEGE	10/31/2025	R	21,917.70	October
617084	RIVERS EDGE CONCRETE LLC	10/31/2025	R	545.25	October
617085	SCHOOL SPECIALTY, LLC	10/31/2025	R	125.17	October
617086	SMITH EMS LLC	10/31/2025	R	180.00	October
617087	STEP SAVER, INC	10/31/2025	R	241.98	October
617088	TEAM LIFE INC	10/31/2025	R	8,036.00	October
617089	TECHNICAL SOLUTIONS CONSULTING	10/31/2025	R	1,029.56	October
617090	TINTES, MATTHEW	10/31/2025	R	102.00	October
617091	TRUE MECHANICAL LLC	10/31/2025	R	1,055.00	October
617092	TWIN CITIES SOCCER LEAGUES	10/31/2025	R	1,000.00	October
617093	UHL CO	10/31/2025	R	3,704.00	October
617094	VERICH, LUKE	10/31/2025	R	25.00	October
617095	WA-CO REPAIR	10/31/2025	R	167.39	October
617096	WESTONKA HS ATHLETICS	10/31/2025	R	250.00	October
617097	YAGER, MICHAEL	10/31/2025	R	120.00	October
202500259	PRINTFUL	10/10/2025	W	99.78	October
202500260	ALDI	10/10/2025	W	226.56	October
202500261	TARGET BANK	10/10/2025	W	561.97	October
202500267	KWIK TRIP	10/10/2025	W	6.86	October
202500270	WEBSTAUANT STORE	10/10/2025	W	641.34	October
202500272	MINNETESOL	10/10/2025	W	677.57	October
202500273	MN VALLEY ELECTRIC CORP	10/10/2025	W	56,353.80	October
202500274	MBITE	10/10/2025	W	330.00	October
202500275	WAYZATA RESULTS, INC	10/10/2025	W	590.50	October
202500279	DOMINO'S PIZZA	10/10/2025	W	77.98	October
202500280	US CLUB SOCCER	10/10/2025	W	939.50	October
202500282	WORLDPOINT ECC	10/10/2025	W	1,595.05	October
202500283	GARBANZO LLC	10/10/2025	W	249.00	October
202500284	ELK RIVER SYSTEMS INC	10/10/2025	W	207.20	October
202500285	DOLLAR TREE	10/10/2025	W	10.50	October
202500288	CHILDREN'S THEATRE COMPANY	10/10/2025	W	2,815.00	October
202500289	MASPA STATE NEGOTIATORS	10/10/2025	W	120.00	October
202500291	SPORTS ENDEAVORS, LLC	10/10/2025	W	1,935.24	October
202500295	MINNESOTA SCHOOL BASED OT/PT I	10/10/2025	W	300.00	October
202500296	MN SOCIAL SERVICE ASSOCIATION	10/10/2025	W	715.00	October
202500299	INTRADATA	10/10/2025	W	911.29	October
202500300	KUTA SOFTWARE LLC	10/10/2025	W	690.00	October
202500303	MADDEN RESORT	10/10/2025	W	512.86	October
202500304	TWIN CITIES SOCCER LEAGUES	10/10/2025	W	4,833.84	October
202500306	TEACHERS SYNERGY, LLC	10/10/2025	W	100.60	October
202500307	VISTAPRINT USA	10/10/2025	W	315.39	October
202500308	WACONIA CHAMBER OF COMMERCE	10/10/2025	W	90.00	October
202500310	URBAN AIR ADVENTURE PARK	10/10/2025	W	104.99	October
202500311	PEAR DECK	10/10/2025	W	524.98	October
202500313	ROCKET SCIENCE GROUP, LLC	10/10/2025	W	300.00	October
202500314	HOME DEPOT	10/10/2025	W	751.55	October
202500317	GOODWILL	10/10/2025	W	77.37	October
202500318	US POSTAL SERVICE	10/10/2025	W	17.00	October
202500319	NUMBER HIVE LIMITED	10/10/2025	W	19.10	October
202500320	STAGES THEATRE COMPANY	10/10/2025	W	743.00	October
202500321	NORTHERN TOOL & EQUIPMENT CO	10/10/2025	W	97.86	October
202500323	DRAMATIC PUBLISHING	10/10/2025	W	573.60	October
202500325	AMERICAN HEART ASSOCIATION	10/10/2025	W	1,200.00	October
202500327	CANVA	10/10/2025	W	119.99	October
202500328	CLASSROOMSCREEN B.V.	10/10/2025	W	36.00	October

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
202500329	MENARDS HUTCHINSON	10/10/2025	W	1,423.81	October
202500330	CONCORD THEATRICALS CORP	10/10/2025	W	3,275.88	October
202500333	LAKEVIEW AUTOMOTIVE	10/10/2025	W	436.91	October
202500334	SAFARI ISLAND COMMUNITY CENTER	10/10/2025	W	66.44	October
202500350	INTERNAL REVENUE SERVICE	10/15/2025	W	314,233.93	October
202500351	LIFE INS CO OF NORTH AMERICA	10/15/2025	W	4,624.24	October
202500352	MN CHILD SUPPORT PYMT CENTER	10/15/2025	W	381.00	October
202500353	MN DEPT OF REVENUE	10/15/2025	W	50,117.04	October
202500354	MN TEACHERS RETIREMENT ASSN	10/15/2025	W	180,601.31	October
202500355	PERA	10/15/2025	W	54,790.70	October
202500356	AVIBEN	10/15/2025	W	63,964.13	October
202500357	ONEBRIDGE BENEFITS, INC.	10/15/2025	W	4,436.54	October
202500395	INTERNAL REVENUE SERVICE	10/31/2025	W	565.20	October
202500396	MN DEPT OF REVENUE	10/31/2025	W	3,077.83	October
202500397	PERA	10/31/2025	W	343.21	October
202500399	INTERNAL REVENUE SERVICE	10/31/2025	W	307,211.61	October
202500400	LIFE INS CO OF NORTH AMERICA	10/31/2025	W	6,945.15	October
202500401	MN CHILD SUPPORT PYMT CENTER	10/31/2025	W	381.00	October
202500402	MN DEPT OF REVENUE	10/31/2025	W	46,911.10	October
202500403	MN TEACHERS RETIREMENT ASSN	10/31/2025	W	180,541.98	October
202500404	PERA	10/31/2025	W	53,692.37	October
202500405	AVIBEN	10/31/2025	W	64,107.88	October
202500406	ONEBRIDGE BENEFITS, INC.	10/31/2025	W	4,436.54	October
202500407	MEDICA INSURANCE CO	10/01/2025	W	734,536.85	October
202500408	XCEL ENERGY	10/28/2025	W	10,645.09	October
202500409	QUADIANT FINANCE USA, INC	10/24/2025	W	1,500.00	October
202500410	XCEL ENERGY	10/27/2025	W	167.19	October
202500411	CENTERPOINT ENERGY	10/28/2025	W	14,767.63	October
202500412	T-MOBILE	10/29/2025	W	380.00	October
202500413	SECURITY BANK & TRUST CO	10/31/2025	W	71.25	October
202500414	AUTHORIZE.NET	10/02/2025	W	20.00	October
202500415	EDUTRAK LLC	10/10/2025	W	7,250.56	October
202500416	ONEBRIDGE BENEFITS, INC.	10/15/2025	W	1,028.50	October
202500417	BRI PARENT, INC	10/30/2025	W	397.00	October
202500418	SFM	10/21/2025	W	89,848.00	October
202500419	CARDCONNECT LLC	10/03/2025	W	9,009.53	October
202500420	PMA SECURITIES LLC	10/15/2025	W	270.91	October
202500421	MN DEPT OF REVENUE	10/14/2025	W	6,745.00	October
202500422	AT&T MOBILITY	10/28/2025	W	152.17	October
252600010	DELANEY, DAVID	10/03/2025	A	130.95	October
252600011	MUELLER, RYAN	10/03/2025	A	175.12	October
252600012	OVERBY, MARY	10/03/2025	A	129.62	October
252600013	AMENT, NANCY	10/10/2025	A	42.00	October
252600014	KLEIN, DANIEL	10/10/2025	A	33.11	October
252600015	VAN EYLL, TONI	10/10/2025	A	175.00	October
252600016	VANDERLINDE, LEE	10/10/2025	A	150.00	October
252600017	WOYNO, IVAN	10/10/2025	A	90.00	October
252600018	THOMAS, MATTHEW	10/31/2025	A	280.00	October
252600019	VOLKMANN, CAITLIN	10/31/2025	A	30.00	October
252600020	WORTZ, HOLLY	10/31/2025	A	90.00	October

Totals for checks 4,396,352.97

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
01	General	1,940,929.03	0.00	1,434,290.41	3,375,219.44
02	Food Service	85,268.37	0.00	154,557.89	239,826.26
04	Community Service	128,632.97	0.00	115,362.02	243,994.99
06	Building Construction	0.00	0.00	535,941.37	535,941.37
07	Debt Redemption	0.00	0.00	1,100.00	1,100.00
45	OPEB Irrevocable Trust Fund	0.00	0.00	270.91	270.91
***	Fund Summary Totals ***	2,154,830.37	0.00	2,241,522.60	4,396,352.97

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

5.B. Human Resource Items:

Presenter: Jeni
Super, Director of
Human Resources

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

BOARD OF EDUCATION

Regular Meeting – November 17, 2025

AGENDA SECTION: APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

AGENDA ITEM: Human Resources Recommendations

ITEM ADDED BY: Jeni Super, Director of Human Resources

Employment

Canterbury, Nancy Replacement	Educational Assistant (SPED) 6.5 Hours/Day, 175 Days	WEC
Stieve, Madison Replacement	Grade 3 Teacher Long-Term Substitute <i>Updated Dates Attach K</i>	BV

Employee Status Changes

Leaves of Absence

Flygare, Abagael, Teacher, SV

Extended Leave of Absence

Fawcett, Beth, Teacher, BV

Retirements/Resignations/Terminations

Conley, Keelan, Educational Assistant (SPED) at WMS
Mackziewski, Therese, Teacher Assistant at Comm Ed
McDannold, Erin, Assistant Head Cook at WHS

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

5.C. Assurance of Compliance with State and Federal
Law Prohibiting Discrimination

Presenter: Jeni
Super, Director of
Human Resources

5.D. Resolution of the Governing Board Supporting
Form A Application to Minnesota State High School
League Foundation

FORM A

RESOLUTION OF GOVERNING BOARD SUPPORTING FORM A APPLICATION TO MINNESOTA STATE HIGH SCHOOL LEAGUE FOUNDATION

WHEREAS, the Minnesota State High School League Foundation was formed to provide support for Minnesota's high school youth to participate in athletics and fine arts;

WHEREAS, the Governing Board of [Name of School/District] [Click or tap here to enter text.](#) recognizes the value of student participation in extracurricular activities; and

WHEREAS, the MSHSL Foundation is offering grants and funding to assist schools in recognizing, promoting and funding extracurricular participation by high school students in athletic and fine arts programs.

THEREFORE, BE IT RESOLVED, that the Governing Board of Waconia Schools supports the school's application to the Minnesota State High School League Foundation for a **FORM A** grant to offset student activity fees.

[Click or tap here to enter text.](#)

Date

Board Chair/Head of School

[Click or tap here to enter text.](#)

Date

Board Clerk – Treasurer/ Finance Director

5.E. Resolution of School Board/Governing Board
Supporting Form B Application to Minnesota State
High School League Foundation

**MSHSL Foundation FORM B Grant Request
Waconia High School
Line Item Budget
2025-2026**

Grant Request: Purchase 4 AEDs, 1 AED Trainer, and 2 Storage Boxes to provide all of our high traffic spaces with access to an AED in these areas. Areas are: softball fields, tennis courts, stadium, and community used soccer/football fields. ** Currently 3 of the areas do not have AEDs accessible.

\$5000 would help cover the costs of:

- 2 - Defibtech Lifeline AED School & Community Value Package at \$1,754.67 each**
- 2 - Defibtech Lifeline AED at \$1,478.80 each**
- 1 - Defibtech Trainer at \$876.80**

Total Costs - \$7343.74

FORM B

RESOLUTION OF SCHOOL BOARD/GOVERNING BOARD SUPPORTING FORM B APPLICATION TO MINNESOTA STATE HIGH SCHOOL LEAGUE FOUNDATION

WHEREAS, the Minnesota State High School League Foundation was formed to provide support for Minnesota's high school youth to participate in athletics and fine arts;

WHEREAS, the Governing Board of [Name of School] Click or tap here to enter text. recognizes the value of student participation in extracurricular activities; and

WHEREAS, the MSHSL Foundation is offering grants and funding to assist schools to provide seminars/training opportunities or support for specific school functions for students/faculty members/officials and others who are involved in athletic and fine arts programs.

THEREFORE, BE IT RESOLVED, that the Governing Board of Waconia Schools supports the school's application to the Minnesota State High School League Foundation for a **FORM B** grant.

Click or tap here to enter text.

Date

Board Chair/Head of School

Click or tap here to enter text.

Date

Board Clerk - Treasurer

A RESOLUTION submitted by an Activity Conference or Region Committee must adhere to the same form and context of the School Board Resolution above.

5.F. Receipts of Donation

6. **REPORTS**

6.A. Student Representative Report

Presenter: Sydney Sabol and Colette Newman

6.B. Administrative Presentation: Class Size Report

Presenter: Jeni Super, Director of Human Resources



Class Size Presentation

November 17, 2025

2025-26 Elementary Homeroom Targets

The following are target ranges for home classrooms where students receive instruction in core subject areas such as math, reading, science and social studies.

KINDERGARTEN



SECOND GRADE



FOURTH GRADE



FIRST GRADE



THIRD GRADE



FIFTH GRADE



2025-26 Elementary Homeroom Data

2025-26 DATA INTRODUCTION

The following data regularly fluctuates as students move in and out of the District due to life events and family circumstances. It's important to note that the District's target ranges are not binding, but are meant to serve as a guideline to help District and building leaders make decisions about staffing levels.

2025-26 HOME CLASSROOM DATA

BAYVIEW ELEMENTARY

KINDERGARTEN 22.5	FIRST GRADE 20.5	SECOND GRADE 22.8	THIRD GRADE 25.3	FOURTH GRADE 25.8	FIFTH GRADE 26.5
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LAKETOWN ELEMENTARY

KINDERGARTEN 20.7	FIRST GRADE 19.8	SECOND GRADE 23.0	THIRD GRADE 22.5	FOURTH GRADE 29.3	FIFTH GRADE 29.7
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SOUTHVIEW ELEMENTARY

KINDERGARTEN 20.5	FIRST GRADE 22.3	SECOND GRADE 21.5	THIRD GRADE 27.3	FOURTH GRADE 25.5	FIFTH GRADE 25.5
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2025-26 Elementary Specialist Targets

2025-26 SPECIALIST TARGET RANGES

The following are target ranges for specialists such as physical education, music, art and media.

KINDERGARTEN – SECOND GRADE



THIRD GRADE – FIFTH GRADE



2025-26 Elementary Specialist Data

2025-26 SPECIALISTS DATA

BAYVIEW ELEMENTARY

KINDERGARTEN 30.3	FIRST GRADE 27.3	SECOND GRADE 30.3	THIRD GRADE 25.3	FOURTH GRADE 34.3	FIFTH GRADE 35.3
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LAKETOWN ELEMENTARY

KINDERGARTEN 21.0	FIRST GRADE 26.3	SECOND GRADE 30.3	THIRD GRADE 30.0	FOURTH GRADE 29.3	FIFTH GRADE 29.7
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SOUTHVIEW ELEMENTARY

KINDERGARTEN 27.3	FIRST GRADE 29.7	SECOND GRADE 28.7	THIRD GRADE 27.3	FOURTH GRADE 34.0	FIFTH GRADE 33.7
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Bayview Homeroom 3-Year Trend Data

2023-24

KINDERGARTEN 21.8 (4 SECTIONS)	FIRST GRADE 24.0 (3 SECTIONS)	SECOND GRADE 23.0 (4 SECTIONS)	THIRD GRADE 25.0 (4 SECTIONS)	FOURTH GRADE 23.5 (4 SECTIONS)	FIFTH GRADE 23.3 (4 SECTIONS)
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2024-25

KINDERGARTEN 21.3 (4 SECTIONS)	FIRST GRADE 22.3 (4 SECTIONS)	SECOND GRADE 23.7 (3 SECTIONS)	THIRD GRADE 23.8 (4 SECTIONS)	FOURTH GRADE 26.0 (4 SECTIONS)	FIFTH GRADE 29.7 (3 SECTIONS)
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2025-26

KINDERGARTEN 22.5 (4 SECTIONS)	FIRST GRADE 20.5 (4 SECTIONS)	SECOND GRADE 22.8 (4 SECTIONS)	THIRD GRADE 25.3 (3 SECTIONS)	FOURTH GRADE 25.8 (4 SECTIONS)	FIFTH GRADE 26.5 (4 SECTIONS)
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Bayview Specialist 3-Year Trend Data

2023-24



2024-25



2025-26



Laketown Homeroom 3-Year Trend Data

2023-24

KINDERGARTEN 23.0 (4 SECTIONS)	FIRST GRADE 21.5 (4 SECTIONS)	SECOND GRADE 23.8 (4 SECTIONS)	THIRD GRADE 27.7 (3 SECTIONS)	FOURTH GRADE 23.8 (4 SECTIONS)	FIFTH GRADE 25.0 (3 SECTIONS)
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2024-25

KINDERGARTEN 18.8 (4 SECTIONS)	FIRST GRADE 22.5 (4 SECTIONS)	SECOND GRADE 21.3 (4 SECTIONS)	THIRD GRADE 22.5 (4 SECTIONS)	FOURTH GRADE 28.0 (3 SECTIONS)	FIFTH GRADE 26.5 (4 SECTIONS)
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2025-26

KINDERGARTEN 20.7 (3 SECTIONS)	FIRST GRADE 19.8 (4 SECTIONS)	SECOND GRADE 23.0 (4 SECTIONS)	THIRD GRADE 22.5 (4 SECTIONS)	FOURTH GRADE 29.3 (3 SECTIONS)	FIFTH GRADE 29.7 (3 SECTIONS)
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Laketown Specialist 3-Year Trend Data

2023-24

KINDERGARTEN 30.7	FIRST GRADE 28.7	SECOND GRADE 31.7	THIRD GRADE 27.7	FOURTH GRADE 31.7	FIFTH GRADE 25.0
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2024-25

KINDERGARTEN 25.0	FIRST GRADE 30.0	SECOND GRADE 28.3	THIRD GRADE 30.0	FOURTH GRADE 28.0	FIFTH GRADE 35.3
----------------------	---------------------	----------------------	---------------------	----------------------	---------------------

2025-26

KINDERGARTEN 21.0	FIRST GRADE 26.3	SECOND GRADE 30.3	THIRD GRADE 30.0	FOURTH GRADE 29.3	FIFTH GRADE 29.7
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Southview Homeroom 3-Year Trend Data

2023-24

KINDERGARTEN 21.0 (4 SECTIONS)	FIRST GRADE 21.0 (4 SECTIONS)	SECOND GRADE 24.0 (4 SECTIONS)	THIRD GRADE 25.0 (4 SECTIONS)	FOURTH GRADE 24.5 (4 SECTIONS)	FIFTH GRADE 23.0 (4 SECTIONS)
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2024-25

KINDERGARTEN 20.8 (4 SECTIONS)	FIRST GRADE 21.8 (4 SECTIONS)	SECOND GRADE 21.3 (4 SECTIONS)	THIRD GRADE 24.0 (4 SECTIONS)	FOURTH GRADE 25.3 (4 SECTIONS)	FIFTH GRADE 30.7 (3 SECTIONS)
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2025-26

KINDERGARTEN 20.5 (4 SECTIONS)	FIRST GRADE 22.3 (4 SECTIONS)	SECOND GRADE 21.5 (4 SECTIONS)	THIRD GRADE 27.3 (3 SECTIONS)	FOURTH GRADE 25.5 (4 SECTIONS)	FIFTH GRADE 25.5 (4 SECTIONS)
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BELOW
TARGET
RANGE

WITHIN
TARGET
RANGE

ABOVE
TARGET
RANGE



Southview Specialist 3-Year Trend Data

2023-24

KINDERGARTEN 28.0	FIRST GRADE 28.0	SECOND GRADE 32.0	THIRD GRADE 33.3	FOURTH GRADE 32.0	FIFTH GRADE 30.7
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2024-25

KINDERGARTEN 27.7	FIRST GRADE 29.0	SECOND GRADE 28.3	THIRD GRADE 32.0	FOURTH GRADE 33.7	FIFTH GRADE 30.7
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2025-26

KINDERGARTEN 27.3	FIRST GRADE 29.7	SECOND GRADE 28.7	THIRD GRADE 27.3	FOURTH GRADE 34.0	FIFTH GRADE 33.7
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2025-26 Sixth Grade Core Subject Data

LANGUAGE ARTS

11 SECTIONS	< 24	24-30	> 30
	1 SECTION	10 SECTIONS	0 SECTIONS

MATH

12 SECTIONS	< 24	24-30	> 30
	5 SECTIONS	7 SECTIONS	0 SECTIONS

SCIENCE

11 SECTIONS	< 24	24-30	> 30
	1 SECTION	8 SECTIONS	2 SECTIONS

SOCIAL STUDIES

11 SECTIONS	< 24	24-30	> 30
	2 SECTIONS	7 SECTIONS	2 SECTIONS

BELOW
TARGET
RANGE

WITHIN
TARGET
RANGE

ABOVE
TARGET
RANGE



2025-26 Sixth Grade Elective Data

6TH GRADE 2025-26 ELECTIVE SUBJECT DATA

ENCORE (STEM, MEDIA ARTS, GEN. MUSIC)

20 SECTIONS	< 24	24-30	> 30
	0 SECTIONS	18 SECTIONS	2 SECTIONS

PHY ED/HEALTH

10 SECTIONS	< 29	29-35	> 35
	5 SECTIONS	5 SECTIONS	0 SECTIONS

MUSIC (BAND/CHOIR)

9 SECTIONS	< 40	40-49	> 49
	2 SECTIONS	4 SECTIONS	3 SECTIONS

BELOW
TARGET
RANGE

WITHIN
TARGET
RANGE

ABOVE
TARGET
RANGE



2025-26 Seventh Grade Core Subject Data

7TH GRADE 2025-26 CORE SUBJECT DATA

LANGUAGE ARTS

10 SECTIONS	< 26	26-32	> 32
	6 SECTION	4 SECTIONS	0 SECTIONS

MATH

10 SECTIONS	< 26	26-32	> 32
	7 SECTIONS	3 SECTIONS	0 SECTIONS

SCIENCE

30 SECTIONS	< 26	26-32	> 32
	11 SECTIONS	18 SECTIONS	1 SECTION

SOCIAL STUDIES

27 SECTIONS	< 26	26-32	> 32
	5 SECTIONS	21 SECTIONS	1 SECTION

BELOW
TARGET
RANGE

WITHIN
TARGET
RANGE

ABOVE
TARGET
RANGE



2025-26 Seventh Grade Elective Data

7TH GRADE 2025-26 ELECTIVE SUBJECT DATA

ENCORE (STEM, FACS, INDUSTRIAL TECH, HEALTH)

38 SECTIONS	< 26	26-32	> 32
	15 SECTIONS	18 SECTIONS	5 SECTIONS

PHY ED

16 SECTIONS	< 29	29-35	> 35
	8 SECTIONS	6 SECTIONS	2 SECTIONS

MUSIC (BAND/CHOIR)

6 SECTIONS	< 40	40-49	> 49
	3 SECTION	1 SECTION	2 SECTIONS

BELOW
TARGET
RANGE

WITHIN
TARGET
RANGE

ABOVE
TARGET
RANGE



2025-26 Eighth Grade Core Subject Data

8TH GRADE 2025-26 CORE SUBJECT DATA

LANGUAGE ARTS

11 SECTIONS	< 26	26-32	> 32
	2 SECTIONS	9 SECTIONS	0 SECTIONS

MATH

12 SECTIONS	< 26	26-32	> 32
	6 SECTIONS	6 SECTIONS	0 SECTIONS

SCIENCE

33 SECTIONS	< 26	26-32	> 32
	8 SECTIONS	24 SECTIONS	1 SECTION

SOCIAL STUDIES

33 SECTIONS	< 26	26-32	> 32
	9 SECTIONS	22 SECTIONS	2 SECTIONS

BELOW
TARGET
RANGE

WITHIN
TARGET
RANGE

ABOVE
TARGET
RANGE



2025-26 Eighth Grade Elective Data

8TH GRADE 2025-26 ELECTIVE SUBJECT DATA

ENCORE (STEM, FACS, INDUSTRIAL TECH, HEALTH)

48 SECTIONS	< 26	26-32	> 32
	16 SECTIONS	15 SECTIONS	17 SECTIONS

BELOW
TARGET
RANGE

WITHIN
TARGET
RANGE

ABOVE
TARGET
RANGE

PHY ED

22 SECTIONS	< 29	29-35	> 35
	13 SECTIONS	9 SECTIONS	0 SECTIONS

MUSIC (BAND/CHOIR)

5 SECTIONS	< 40	40-49	> 49
	0 SECTIONS	0 SECTIONS	5 SECTIONS



Middle School Four-Year Trend Data

Department	Average Class Size (October 1)			
	22-23	23-24	24-25	25-26
Encore	27.05	29.12	27.28	27.51
Language Arts	25.83	29.03	24.65	26.28
Math	26.37	28.59	25.27	24.48
Music (Band/Choir)	48.70	48.32	48.47	47.60
PhyEd	30.95	31.27	30.25	28.42
Science	27.27	29.47	27.22	26.93
Social Studies	27.26	28.61	27.03	27.65



2025-26 High School Core Subject Data

GRADES 9-12 2025-26 CORE SUBJECT DATA

ENGLISH

86 SECTIONS	< 26	26-32	> 32
	25 SECTIONS	40 SECTIONS	21 SECTIONS

MATH

82 SECTIONS	< 26	26-32	> 32
	29 SECTIONS	40 SECTIONS	13 SECTIONS

SCIENCE

83 SECTIONS	< 26	26-32	> 32
	8 SECTIONS	55 SECTIONS	20 SECTIONS

SOCIAL STUDIES

78 SECTIONS	< 26	26-32	> 32
	16 SECTIONS	51 SECTIONS	11 SECTIONS

BELOW
TARGET
RANGE

WITHIN
TARGET
RANGE

ABOVE
TARGET
RANGE



2025-26 High School Elective Data

GRADES 9-12 2025-26 ELECTIVE SUBJECT DATA

PHY ED/HEALTH

48 SECTIONS	< 29	29-35	> 35
	24 SECTIONS	24 SECTIONS	0 SECTIONS

MUSIC

30 SECTIONS	< 40	40-49	> 49
	29 SECTIONS	1 SECTION	0 SECTIONS

ADVANCED PLACEMENT

62 SECTIONS	< 26	26-32	> 32
	23 SECTIONS	26 SECTIONS	13 SECTIONS

ART

22 SECTIONS	< 26	26-32	> 32
	5 SECTIONS	14 SECTIONS	3 SECTIONS

BELOW
TARGET
RANGE

WITHIN
TARGET
RANGE

ABOVE
TARGET
RANGE



2025-26 High School Elective Data

GRADES 9-12 2025-26 ELECTIVE SUBJECT DATA

BUSINESS

20 SECTIONS	< 26	26-32	> 32
	7 SECTIONS	11 SECTIONS	2 SECTIONS

FACS

21 SECTIONS	< 26	26-32	> 32
	8 SECTIONS	12 SECTION	1 SECTION

INDUSTRIAL TECHNOLOGY

24 SECTIONS	< 26	26-32	> 32
	12 SECTIONS	11 SECTIONS	1 SECTION

WORLD LANGUAGES

44 SECTIONS	< 26	26-32	> 32
	18 SECTIONS	19 SECTIONS	7 SECTIONS

BELOW
TARGET
RANGE

WITHIN
TARGET
RANGE

ABOVE
TARGET
RANGE



High School Four-Year Trend Data

Department	Average Class Size (October 1)			
	22-23	23-24	24-25	25-26
Advancement Placement (AP)	22.20	26.22	27.20	26.60
Art	26.77	28.95	24.65	28.86
Business	26.54	30.30	30.59	29.70
English	28.03	29.32	29.44	28.28
FACS	25.55	26.86	27.14	26.62
Industrial Tech	23.87	28.83	25.15	25.50
Mathematics	27.35	28.82	29.08	27.11
Music	35.14	31.54	29.70	30.07
PhyEd / Health	27.32	24.87	29.57	27.50
Science	27.86	29.66	29.71	29.84
Social Studies	29.21	30.47	28.58	29.12
World Language	23.96	28.19	26.27	27.23



High School PSEO Four-Year Trend Data

PSEO Data:				
	22-23	23-24	24-25	25-26
Fall Reporting				
Part-Time Seat Count	98	145	179	178
Full-Time Seat Count	18	17	10	10
Total Fall Reporting Seat Count	116	162	189	188
EOY PSEO ADM	73.37	96.32	107.5	





Questions?

7. **ACTION ITEMS**

7.A. Approve Updated Employee Handbook Language

Presenter: Jeni
Super, Director of
Human Resources



MN Paid Leave

Minnesota Paid Leave (MNPL) Protections

New state law, effective January 1, 2026, that provides benefits when an employee is out for a qualifying leave:

Job Protection

Effective 90 calendar days after date of hire

Employees have the right to be restored to the same or an equivalent position when they return from leave.

Benefits Protection

Employees keep their benefits and maintain coverage. Generally, employers must continue to fund their portion of the healthcare insurance premiums.

Wage replacement

Employees will receive a **portion of their normal wage** but not the full amount. The amount they received is based on their income.



Who is eligible?

- Must be experiencing a qualifying event
- Must have earned at least 5.3% of the state's average annual wage (\$3,900 in 2025)
- Must work in MN at least 50% of the time
- A health care or service provider must confirm the need for leave AND provide documentation
- Must not have used all their MNPL for the year



States with paid leave programs

Thirteen states have paid family and medical leave programs:

California

Colorado

Connecticut

Delaware

Maine

Maryland

Massachusetts

Minnesota

New Jersey

New York

Oregon

Rhode Island

Washington



Qualifying events

Medical Leave

Up to 12 weeks



Leave to care for an individual's own serious medical condition.

Family Leave

Up to 12 weeks



Leave to bond with an individual's child during the first 12 months after the child's birth or placement of the child through adoption or foster

Caring



Leave to care for a family member with a serious medical condition.

Safety



Leave because of domestic abuse, sexual assault, stalking, of the individual or individual's family member.

Active Duty



Leave because a family member is on active duty or has been notified of an impending call or order to active duty in the Armed Forces.

Maximum 20 weeks total leave in a year.



Partial wage replacement amounts

Wage replacement payments are based on employee average weekly wage.

Benefit amounts will range from approximately 55% to 90% of regular wages. Maximum is the state's weekly average wage (\$1,423 in 2025)

Annual Income	MNPL total weekly benefit	% of weekly earnings
\$30,000	\$519.23	90%
\$80,000	\$1,173.44	76%
\$120,000	\$1,423.00	62%



Leave coordination

MNPL does not replace existing leave programs but will run concurrently when an employee is eligible for more than one leave type.

Minnesota Paid Leave (MNPL)

- Eligibility:
 - Must have earned 5.3% of state weekly average (\$3,900 in 2025)
- Duration:
 - Maximum 20 weeks/year (up to 12 weeks medical/family each)
- Partial wage replacement: based on income

Family and Medical Leave Act (FMLA)

- Eligibility:
 - Must have worked 1,250 hours in prior 12 months
 - Duration:
 - Up to 12 weeks/year
- Wage replacement: none



Examples of MNPL with concurrent leaves

Leave for new child—bonding only (no medical)

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 16	Week 17	Week 18	Week 19	Week 20		
MNPL	12 weeks MNPL family leave for bonding																				
FMLA	12 weeks FMLA																				
MN Parental Leave	12 weeks MN Parental Leave Act																				

Leave for new child - medical and bonding

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 16	Week 17	Week 18	Week 19	Week 20	
MNPL	6-8 weeks MNPL medical leave								12 weeks MNPL family leave for bonding											
FMLA	12 weeks FMLA																			
MN Parental Leave	12 weeks MN Parental Leave Act																			



Earned Sick & Safe Time (ESST) versus MNPL

ESST (short term leave)

- For brief leaves
- No waiting period
- Employees may designate district paid leave as ESST when used for qualifying events.
- Documentation:
 - May be requested after an absence of 2 or more days
 - Accepted from health care provider, service provider, employee

MNPL (longer term leave)

- For long-term extended leave
- Qualifying condition must last 7 days or more
- Max 12 weeks of family leave, max 12 weeks of medical leave, OR combination not exceeding 20 weeks
- Documentation
 - Must be received before MNPL claim will be approved
 - Accepted from health care or service provider
- Eligibility & wage replacement payment is determined and issued by the state of MN



Selecting a MNPL administrator

	State of MN Rate	New York Life Rate
Rate	0.88%	1.26%



How is this funded?

Paid Leave is funded by premiums paid by employers and employees. In 2026, the premium rate will be 0.88%. The premium rate is a percentage of an employee's wages that will be collected by the state from employers. The premiums will be split 50/50 between employees and the district.

Waconia Public Schools	Employee
0.44% of employee payroll due each quarter Initial estimate - approximately \$75,000 for fiscal year 2026 (January 1 - June 30, 2026)	0.44% of employee's wages



Substitute Costs

	2024-2025	2023-2024	2022-2023
Licensed Staff	\$433,711.67	\$391,786.92	\$532,923.19
Non-Licensed Staff	\$11,382.14	\$24,164.87	\$11,798.96
Total	\$445,093.81	\$415,951.79	\$544,713.15

Districts in states with paid leave programs have seen 10%–25% increases in leave usage. Using a baseline of ~\$450,000, the projected impact would be:

- Jan–June 2026: Estimated increase of \$15,000–\$20,000
- Fiscal year 2027:
 - 10% increase → \$45,000
 - 25% increase → \$112,500



Next Steps

- Action item at 11/17 Board meeting
- Update Employee Handbook
- Employee notification & acknowledgement - by December 1
- Workplace notification posters
- MN Paid Leave begins January 1





Questions?

SCHOOL DISTRICT NOTICES

HIPAA Notice

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

The Health Insurance Portability & Accountability Act of 1996 (HIPAA) is a federal program that requires that all medical records and other individually identifiable health information used or disclosed by Waconia Public Schools in any form, whether electronically, on paper, or verbally, are kept properly confidential. This Act gives you significant new rights to understand and control how your health information is used. HIPAA provides penalties for covered entities that misuse personal health information.

As required by HIPAA, Waconia Public Schools has prepared this explanation of how we are required to maintain privacy of your health information and how we may use and disclose your health information.

We may use and disclose your medical records only for each of the following purposes:

- Treatment – Providing, coordinating, or managing health care and related services by one or more health care providers. An example of this would include case management.
- Payment – Such activities as obtaining reimbursement for services, confirming coverage, billing or collection activities, and utilization review. An example of this would be adjudicating a claim and reimbursing a provider for an office visit.
- Health care operations – This includes business aspects of running our health plan, such as conducting quality assessment and improvement activities, auditing functions, cost-management analysis, and customer service. An example of this would be an internal quality assessment review.

We may also create and distribute de-identified health information by removing all references to individually identifiable information.

Any other uses and disclosures will be made only with your written authorization. You may revoke such authorization in writing and we are required to honor and abide by that written request, except to the extent that we have already taken actions relying on your authorization.

You have the following rights with respect to your protected health information, which you can exercise by presenting a written request to the Privacy Officer:

- The right to request restrictions on certain uses and disclosures of protected health information, including those related to disclosures to family members, other relatives, close personal friends, or any other person identified by you. We are, however, not required to agree to a requested restriction. If we do agree to a restriction, we must abide by it unless you agree in writing to remove it.
- The right to reasonable requests to receive confidential communications of protected health information from us by alternative means or at alternative locations.
- The right to inspect and copy your protected health information.
- The right to amend your protected health information.
- The right to receive an accounting of non-routine disclosures of protected health information.

Waconia Public Schools has the obligation to provide and you have the right to obtain a paper copy of this notice from us every three (3) years.

Waconia Public Schools is required by law to maintain the privacy of your protected health information and to provide you with a notice of our legal duties and privacy practices with respect to protected health information.

This notice is effective as of July 1, 2011 and we are required to abide by the terms of the Notice of HIPAA Privacy Rights currently in effect. We reserve the right to change the terms of the Notice of HIPAA Privacy Rights and to make the new notice provisions effective for all protected health information that we maintain. We will post and you may request a written copy of a revised Notice of HIPAA Privacy Rights from the Educational Services Center.

You have recourse if you feel that your privacy protections have been violated. You have the right to file a formal, written complaint with Waconia Public Schools at the address below, or with the Department of Health & Human Services, Office of Civil Rights, about violations of the provisions of this notice or the policies and procedures of our office. We will not retaliate against you for filing a complaint.

For more information, contact:

Jeni Super, Privacy Officer
Waconia Public Schools
512 Industrial Blvd.
Waconia, MN 55387
952-442-0600

For more information about HIPAA
or to file a complaint, contact:
U.S. Department of Health & Human
Services Office of Civil Rights
200 Independence Avenue, S.W.
Washington, D.C. 20201
1-877-696-6775

Minnesota Paid Leave Notice

Purpose

Minnesota Paid Leave (MNPL) provides payments and job protections when you need time off to care for yourself or your family. MNPL eligibility is determined by the MN Department of Employment and Economic Development (DEED). MN Paid Leave is effective January 1, 2026.

Who is Covered / Eligibility

Most workers in Minnesota are covered by MNPL. You may qualify for payments if you've been paid a minimum amount for work in Minnesota in the last year. (See [MN Department of Employment and Economic Development MN Paid Leave Eligibility page](#) for current wage threshold.)

Qualifying Events & Duration

Waconia Public Schools will provide for the concurrent use of Minnesota Paid Leave and various paid and unpaid leaves available to employees. This includes, but is not limited to, Family and Medical Leave Act (FMLA), MN Pregnancy and Parenting Leave, MN Earned Safe and Sick Time (ESST) and Childcare leave.

Employees are eligible for the following:

- Up to 12 weeks of **Medical Leave** (for yourself) to take care of yourself due to a serious health condition, including pregnancy, childbirth, recovery, or surgery.
- Up to 12 weeks of **Family Leave** (to care for someone else) to:
 - Bond with a child during birth, adoption, or foster placement
 - Care for a loved one with a serious health condition
 - Support a military family member called to active duty
 - Respond to certain personal safety issues such as domestic violence, sexual assault, stalking, or similar issues
- The combined maximum for medical and family leave cannot exceed 20 weeks per 12-month period.
- The 12-month period will be determined using a rolling 12-month period which starts on the first day the employee uses MNPL for a qualified reason.

All leaves under the program require documentation from a healthcare or service provider stating the medical necessity for leave. Except for a request for benefits for bonding leave, any request for benefits must be based on a single qualifying event lasting at least seven calendar days.

Wage Replacement & Funding

- The program provides partial wage replacement through the state (DEED). Benefit amounts are based on an employee's typical wages. For many employees, benefit amounts will range from approximately 55 % to 90 % of regular wages, up to a weekly maximum which is set at

the State Average Weekly Wage. You can find an [estimated paid leave payment calculator](#) on the MN Paid Leave website.

- The program is funded via premiums. The premium rate for 2026 for all employees is 0.44% of taxable wages. Waconia Public Schools will also pay a premium of 0.44%. The premium rate is subject to an annual adjustment.

Job Protection & Return to Work

- Employees who have been in their job at least 90 days upon return from leave, will be reinstated to their former position or an equivalent position.
- While the employee is on leave, medical, dental and life insurance coverage will continue as if the employee were actively working. Employees are responsible for paying their portion of the premiums via personal check to the school district. Payments must be received by the Business Office no later than the last day of the month preceding the month of coverage.
- Retaliation against an employee for use of MNPL is strictly prohibited by law.

Leave Coordination

MNPL will run concurrently with all federal, state and school district leave programs that provide the same or similar coverage. This includes, but is not limited to, Family and Medical Leave Act, MN Pregnancy and Parenting Leave, MN Earned Safe and Sick Time (ESST) and Childcare leave.

Supplemental Pay

Employees may not supplement/top off MN Paid Leave payments with other paid leave balances. Employees may choose to use school district paid leave balances in lieu of MN Paid Leave.

Intermittent leave

Intermittent leave for qualifying events may be taken in full day increments.

Employee Responsibilities

- Notify your supervisor as soon as you reasonably anticipate needing leave, providing sufficient information about the qualifying reason for leave.
- Complete a [Request for Leave of Absence Form](#).
- Communicate with your supervisor about your expected return to work date and if circumstances change (such as needing additional leave).
- While on leave, you may be required to provide periodic updates about your status and expected return.

For inquiries related to MNPL, please contact Minnesota Paid Leave at 651-556-7777 or visit paidleave.mn.gov.

Asbestos Notice

In accordance with the Federal Asbestos Hazard Emergency Response Act (AHERA), Waconia Public Schools continues to implement an E.P.A. approved asbestos management plan. This plan has been developed to identify and manage asbestos containing materials within school buildings. The school district approaches this issue in a safe and proactive manner to ensure the health and safety of students, staff and other building occupants.

If you have questions regarding the district's asbestos management plan, it is on file at the Educational Services Center and is available for public viewing during normal business hours. If you have questions regarding this information, please contact the District Asbestos Program Manager Tim Bisek at (952) 442-0657.

8. **DISCUSSION ITEMS**

8.A. First Read Board Policies

8.A.1. 516 Student Medication

516 STUDENT MEDICATION AND TELEHEALTH

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering non-emergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication and telehealth during the school day. The school district's licensed school nurse, trained health associate, principal, trained school staff, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures. All medications administered by school staff must be FDA approved and listed in the Physician's Desk Reference (PDR).

The school district will not administer medications, including herbal medicines that are not approved by the Food and Drug Administration (FDA). Prescription medications as used in this policy does not include any form of medical cannabis as defined in Minnesota Statute 152.22, subdivision 6.

III. DRUG AND MEDICATION REQUIREMENTS

[NOTE: The June 2024 Model Policy 516 revisions included insertion of headings and rearrangement of paragraphs so that similar content is grouped together. School boards can choose whether to make these revisions.]

A. Administration of Drugs and Medicine

1. The administration of medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
2. Drugs and medicine subject to Minnesota Statutes, 121A.22 must be administered, to the extent possible, according to school board procedures that must be developed in consultation with:
 - a. with a licensed nurse, in a district that employs a licensed nurse under Minnesota Statutes, section 148.171;
 - b. with a licensed school nurse, in a district that employs a licensed school nurse licensed under Minnesota Rules, part 8710.6100;
 - c. with a public or private health-related organization, in a district that contracts with a public or private health or health-related organization, according to Minnesota Statutes, 121A.21; or
 - d. with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.

[NOTE: Paragraph III.A.2 had appeared in a different spot in previous versions of this model policy. In June 2024, the paragraph is located here and is updated to reflect 2024 legislative changes.]

3. Exclusions

[Note: The provisions of III.A.3 are optional. The school board may

choose to include or exclude any of the provisions specified. These exclusions appeared in previous versions of this model policy.]

The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:

- a.** purchased without a prescription;
- b.** used by a pupil who is 18 years old or older;
- c.** used in connection with services for which a minor may give effective consent;
- d.** used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;
- e.** used off the school grounds;
- f.** used in connection with athletics or extracurricular activities;
- g.** used in connection with activities that occur before or after the regular school day;
- h.** provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;
- i.** prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 1. the school district has received a written authorization each schoolyear from the pupil's parent permitting the student to self administer the medication;
 2. the inhaler is properly labeled for that student; and
 3. the parent has not requested school personnel to administer the medication to the student.

In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers.

- j.** epinephrine delivery systems auto-injectors, consistent with Minnesota Statutes, section 121A.2205, if the parent and prescribing medical professional annually inform the pupil's school in writing that
 1. the pupil may possess the epinephrine or

2. the pupil is unable to possess the epinephrine and requires immediate access to epinephrine delivery systems auto-injectors that the parent provides properly labeled to the school for the pupil as needed.

[NOTE: The 2025 Minnesota legislature replaced "auto injectors" with "delivery systems" in Minnesota Statutes, sections 121A.22, 121A.2205, and 121A.2207.]

- k.** For the purposes of Minnesota Statutes, 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.
- l.** Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

B. Prescription Medication

1. An "Administering Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, subdivision 6.
2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law and must be administered in a manner consistent with the instructions on the label.
3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
4. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
5. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
6. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
7. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
8. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must

include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled

substance when requested by the school.

The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

C. Nonprescription Medication

A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

D. Possession and Use of Epinephrine Delivery Systems Auto-Injectors

1. Definitions

- a. "Administer" means the direct application of an epinephrine delivery system to the body of an individual.
- b. "Epinephrine delivery system" means a medication product approved by the United States Food and Drug Administration that automatically delivers a single, premeasured dose of epinephrine to prevent or treat a life-threatening allergic reaction.
- c. "School" means a public school under Minnesota Statutes, section 120A.22, subdivision 4, or a nonpublic school, excluding a homeschool, under section 120A.22, subdivision 4, that is subject to the federal Americans with Disabilities Act.

2. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

- ~~a.1.~~ possess epinephrine auto-injectors; or
- ~~b.2.~~ if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

For the purposes of this policy, "instructional day" is defined as a day when all students in a school and grade are required to attend and participate in school activities. The length of the day is the number of minutes that students are required to attend and participate in instructional activities.

[NOTE: Minnesota law states that "the school board of the school district must define instructional day for the purposes of Minnesota Statutes, 121A.2205." A sample definition appears above. School districts can create a definition that fits their circumstances.]

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine delivery systems auto-injectors when required, consistent with state law. This health plan may be

included in a student's Section 504 plan.

Districts and schools may obtain and possess epinephrine ~~delivery systems auto-injectors~~ to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine ~~delivery system auto-injector~~. The administration of an epinephrine ~~delivery system auto-injector~~ in accordance with Minnesota Statutes, section 121A.2207 is not the practice of medicine.

~~Effective July 1, 2024, r~~Registered nurses may administer epinephrine ~~delivery systems auto-injectors~~ in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.235, subdivision 8. Notwithstanding any limitation in Minnesota Statutes, sections 148.171 to 148.285, licensed practical nurses may administer epinephrine ~~delivery systems auto-injectors~~ in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine ~~delivery system auto-injector~~ is to be administered, when caring for a patient whose condition falls within the protocol.

~~[NOTE: The paragraph above was signed into law in May 2024. It is new model policy language.]~~

A district or school may enter into arrangements with manufacturers of epinephrine ~~delivery systems auto-injectors~~ to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine ~~delivery systems auto-injectors~~.

~~[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 121A.2207 to include the changes above.]~~

E. Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

F. Procedure regarding unclaimed drugs or medications

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section 152.01, subdivision 4, the school district or school

personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The

school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

- A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.
- B. The space must provide a student privacy to receive mental health care.
- C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.
- D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

[NOTE: The Minnesota legislature enacted Article IV in the spring 2024.]

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine [Delivery Systems auto-injectors](#); Model Policy) Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine [Delivery Systems auto-injectors](#))Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen) Minn. Stat. § 148.171 (Definitions; Title)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Rule 8710.6100 (School Nurse)
Minn. Stat. § 144.3431 (Nonresidential Mental Health Services)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Policy Adopted: July 8, 2002, revised February 9, 2009, revised August 2021, revised May 2023,

revised December 2024, revised August 2025

Independent School District No.
110 Waconia, MN 55387

8.A.2. 524 Internet Acceptable Use

Presenter: Tim
Koschinska

524 INTERNET, ~~AND 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

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes 125B.15 as follows: "A school district receiving technology revenue under section 125B.26 must prohibit, including through use of available software filtering technology or other effective methods, adult access to material that under federal or state law is reasonably believed to be obscene or child pornography."]

- 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)

Policy Adopted: January 2008

Policy Revised: May 2016 / June 2017/ Jan. 2021/April 2021 / revised January 2022 / revised July 2023 / Feb. 2025

Reviewed: June 2022

Independent School District No. 110

Waconia, MN

8.A.3. 522 Title IX Sex Nondiscrimination
Policy, Grievance Procedure and Process

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

~~Dr. Enid Schonewise~~ **Jeni Super**, Director of Human Resources, (952) 442-0600, District Office 512 Industrial Blvd, Waconia, MN, jsuper@isd110.org
eschonewise@isd110.org

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

- E. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

- A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

- D. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. "Education program or activity" means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- F. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- G. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or ~~restorative justice~~ another mutually agreed upon conflict resolution method.
- H. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
- I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or

3. Any instance of sexual assault (as defined in the Clery Act, 20 United States Code section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code section 12291).
- L. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minnesota Statutes section 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- M. "Title IX Personnel" means any person who addresses, works on, or assists with the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.
 2. "Investigator" means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
 3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
 4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
 5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution

processes.

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

- C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 United States Code section 1232g, FERPA regulations, 34 Code of Federal Regulations part 99, Minnesota law under Minnesota Statutes section 13.32, or as required by law, or to carry out the purposes of 34 Code of Federal Regulations part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as

a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.

4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the

alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.
- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
 - 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
 - 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 - 3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
 - 4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
 - 5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
 - 6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

- A. Emergency Removal of a Student
 - 1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a. The school district undertakes an individualized safety and risk analysis;

- b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
- c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district’s discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties’ agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties’ right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
 - 1. Would not meet the definition of sexual harassment, even if proven;

2. Did not occur in the school district's education program or activity; or
 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
 2. The respondent is no longer enrolled or employed by the school district; or
 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

[NOTE: For example, school districts are reminded of the obligation under Minnesota Statutes section 122A.20, subdivision 2, to make a mandatory report to the Minnesota Professional Educator Licensing and Standards Board concerning any teacher who resigns during the course of an investigation of misconduct.]

IX. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.

- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

[NOTE: The Title IX regulations do not require school districts to conduct live hearings as part of the decision-making phase of the grievance process. Accordingly, this Policy does not include procedures for a live hearing. If a school district desires to create such procedures, legal counsel should be consulted.]

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
 - 1. Identification of the allegations potentially constituting sexual harassment;
 - 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - 3. Findings of fact supporting the determination;
 - 4. Conclusions regarding the application of the school district's code of conduct to the facts;
 - 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and
 - 6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties

simultaneously.

- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
 - 1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 - 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 - 3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints

of sexual harassment or sex discrimination.

- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
 - 1. The Title IX definition of sexual harassment;
 - 2. The scope of the school district's education program or activity;
 - 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
 - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
 - 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
 - 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
 - 1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
 - 2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
 - 3. A statement that the requirement not to discriminate in the education program

or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and

4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
 1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
 2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
 3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
 4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:
 1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
 2. Any appeal and the result therefrom;
 3. Any informal resolution and the result therefrom; and
 4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. §§ 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act"))

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)

MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status
Nondiscrimination)

Policy adopted:
April 2021
Revised: September 2023
Independent School District #110
Waconia, MN

8.A.4. 534 School Meals Policy

534 SCHOOL MEALS POLICY

[Note: In 2021, the Minnesota legislature amended Minnesota Statutes, section 124D.111, to require that Minnesota school districts that participate in the national school lunch program adopt a school meals policy. In 2023, the Minnesota legislature amended the statute to create the free school meals program].

[Note: This MSBA/MASA model policy is drafted to be consistent for all grade levels. However, local school districts may vary the meal charge policy for elementary, middle, and high schools.]

[Note: School districts must follow appropriate debt collection practices when attempting to recover unpaid a la carte items or second meal charges.]

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for a la carte items or second school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

- A. Students have use of a meal account. When the balance reaches zero, a student may charge no more than \$25.00 to this account. When an account reaches this limit, a student shall not be allowed to charge second meals or a la carte items until the negative account balance is paid. Families may add money to students' accounts by electronic payment, paypat at the school office, or pay cashier.

If the school district participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage below the federal percentage determined for all meals to be reimbursed at the free rate via the Community Eligibility Provision must participate in the free school meals program.

B. Free School Meals Program

1. The free school meals program is created within the Minnesota Department of Education

2. Each A school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student

Percentage at or ~~above~~ below the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program.

3. Each school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage at or above the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program.

~~C.~~ 4. Each school that participates in the free school meals program must:

~~(1)~~a. participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and

~~(2)~~b. provide to all students at no cost up to two federally reimbursable meals per school day, with a maximum of one free breakfast and one free lunch.

c. serve a reimbursable meal to any student eligible for free or reduced price meals even if that student has an outstanding debt.

[NOTE: While subparagraph 3. Above is inherent given subparagraph 2., MSBA recommends that school boards consider including subparagraph 3., which is stated in Minnesota Statutes, section 124D.111.]

~~DC.~~ The school district may provide an alternate meal that meets federal and state requirements to a student who does not have sufficient funds in the student's account or cannot pay cash for a meal. The school district will accommodate special dietary needs with respect to alternate meals. The cost of the alternative meal \$0.00 will be charged to the student's account or otherwise charged to the student.

D. A student may purchase a second breakfast at the nonprogram price if the student has already selected a reimbursable breakfast.

E. A student may purchase a second lunch at the nonprogram price if the student has already selected a reimbursable lunch.

[NOTE: New paragraphs D and E apply if a school district receives school breakfast aid under Minnesota Statutes, section 124D.111 or school lunch aid under Minnesota Statutes, section 124D.111 respectively.]

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. Families will be notified of an outstanding negative balance once the negative balance reaches a set family preference. Families will be notified by calling, email, letters sent home.
- C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.

IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free or reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- D. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

[NOTE: School districts that use a collection agency to collect unpaid school meals debt must address this in this policy. A new paragraph E can be added to address the use of a collection agency.]

V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
 - 1. all households at or before the start of each school year;
 - 2. students and families who transfer into the school district, at the time of enrollment; and

3. all school district personnel who are responsible for enforcing this policy.
- B. The school district will post this policy on the school district’s website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

Legal References: Minn. Stat. § 124D.111, Subd. 4
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A
Minn. Op. Atty. Gen. 169j (May 14, 2019) (*Letter to Ricker*)

Policy Adopted: February 2020, revised December 2021, revised September 2023
Waconia Public Schools ISD 110
Waconia, MN

8.A.5. 613 Graduation Requirements

Presenter: Erika
Nesvig, Director of
Education Services

613 GRADUATION REQUIREMENTS

[Note: The requirements set forth in this policy govern the graduation standards that Minnesota public schools must require for a high school diploma for all students.]

I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that all students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

III. DEFINITIONS

A. "Academic standard" means a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, health, and the arts. Locally developed academic standards in health apply until statewide rules implementing statewide health standards under Minnesota Statutes, section 120B.021, subdivision 3, are required to be implemented in the classroom.

[NOTE: The 2024 Minnesota legislature enacted this change. Paragraphs C and E are flipped to create alphabetical order.]

B. "Credit" means a student's successful completion of a trimester course or a student's mastery of the applicable subject matter, as determined by the school district.

C. "English language learners" or "ELL" student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

D. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.

E. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

IV. DISTRICT ASSESSMENT COORDINATOR

The superintendent or designee shall name the District Assessment Coordinator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. GRADUATION REQUIREMENTS

A. Graduation Requirements

Students' state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:

1. Achievement and career and college readiness in mathematics, reading, and writing, consistent with paragraph (k) and to the extent available, to monitor students' continuous development of and growth in requisite knowledge and skills; analyze students' progress and performance levels, identifying students'

academic strengths and diagnosing areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and, based on analysis of students' progress and performance data, determine students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student; and

2. Consistent with this paragraph and Minnesota Statutes section 120B.125 (see *Policy 604, Section II.H.*), age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.
3. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.

[NOTE: Minnesota Statutes 120B.303 includes the reference to paragraph (k) found in subparagraph 1. above. This statute no longer has a paragraph (k). MSBA has informed the Minnesota Revisor's Office, which replied that it will seek correction during the 2025 legislative session.]

B. Targeted Instruction Plan

1. A student must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.
2. Consistent with Minnesota Statutes, sections 120B.13, 124D.09, 124D.091, 124DE.0849, and related sections, an enrolling school or district must actively encourage a student in grade 11 or 12 who is identified as academically ready for a career or college to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment under this subdivision to graduate from high school.
3. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.

[NOTE: The revisions in Paragraphs A and B align the model policy language with Minnesota Statutes 120B.303.]

- C. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

VI. GRADUATION CREDIT REQUIREMENTS

Students must successfully complete, as determined by the school district, the following high school level credits for graduation:

A. Credit Requirements

1. Eight credits of language arts sufficient to satisfy all academic standards in English language arts;

2. Seven credits of mathematics sufficient to satisfy all of the academic standards in mathematics;
3. Seven credits of science, including three credits to satisfy all the earth and space standards for grades 9 through 12, two credits to satisfy all the life science standards for grades 9 through 12, and two credits to satisfy all the chemistry or physics standards for grades 9 through 12;
4. Eight credits of social studies, including credit for a course in government and citizenship in either grade 11 or 12 for students beginning grade 9 in the 2025-2026 school year and later or an advanced placement, international baccalaureate, or other rigorous course on government and citizenship under Minnesota Statutes, section 120B.21, subdivision 1a, and a combination of other credits encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;

[NOTE: This revision includes the 2024 change on implementation of the government and citizenship requirement to the 2025-26 school year.]
5. Two credits in the arts sufficient to satisfy all of the academic standards in the arts;
6. A minimum of eighteen elective credits.
7. Students who begin grade 9 in the 2024-2025 school year and later must successfully complete a course for credit in personal finance in grade 10, 11, or 12. A teacher of a personal finance course that satisfies the graduation requirement must have a field license or out-of-field permission in agricultural education, business, family and consumer science, social studies, or math.

[NOTE: The revisions above align the policy language with Minnesota law, including changes enacted by the 2024 Minnesota legislature concerning physical education credit and state standards in health. Paragraph 8 was enacted in 2023; it affects students who begin grade 9 in the 2024-25 school year.]
8. Three credits of physical education (2) to satisfy the state standards in physical education; and health (1).
9. One credit for speech.
10. One credit for completion of senior seminar

B. Credit **E**quivalencies

1. A credit of economics taught in a school's business department may fulfill credit in social studies under Paragraph 4., above, if the credit is sufficient to satisfy all of the academic standards in economics.
2. An agriculture science or career and technical education credit may fulfill the elective science credit required under Paragraph A.3, above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph A.3, above, if the credit meets the state chemistry academic standards or all of the physics academic standards as approved by the school district. A student

must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph A.3, above.

3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph A.2 or Paragraph A.5, above.
4. A computer science credit may fulfill a mathematics credit requirement under Paragraph 2., above, if the credit meets state academic standards in mathematics.
5. A Project Lead the Way credit may fulfill a mathematics or science credit requirement under Paragraph A.2, or Paragraph A.3, above, if the credit meets the state academic standards in mathematics or science.
6. An ethnic studies course may fulfill a social studies, language arts, arts, math, or science credit if the course meets the applicable state academic standards. An ethnic studies course may fulfill an elective credit if the course meets applicable local standards or other requirements.

[Note: The revisions above align the policy language with Minnesota law, including changes enacted by the 2024 Minnesota legislature. Starting in the 2026-27 school year, a high school must offer an ethnic studies course; in elementary and middle schools by the 2027-28 school year.]

VII. GRADUATION STANDARDS REQUIREMENTS

- A. All students must demonstrate their understanding of the following academic standards:
 1. School District Standards, Health (K-12);
 2. School District Standards, Career and Technical Education (K-12); and
 3. School District Standards, World Languages (K-12).
- B. Academic standards in health, world languages, and career and technical education will be reviewed as part of the district's curriculum review cycle.* A school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages.

* Reviews are required to be conducted on a periodic basis. Therefore, this time period may be changed to accommodate individual school district needs.
- C. All students must satisfactorily complete the following required Graduation Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):
 1. Minnesota Academic Standards, English Language Arts K-12;
 2. Minnesota Academic Standards, Mathematics K-12;
 3. Minnesota Academic Standards, Science K-12;
 4. Minnesota Academic Standards, Social Studies K-12; and
 5. Minnesota Academic Standards, Physical Education K-12.
- D. State standards in the Arts K-12 are available, or school districts may choose to develop their own standards.

- E. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.

VIII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minnesota Statutes, section 120B.07, upon meeting the following conditions:

- A. All course or standards and credit requirements must be met;
- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and
- C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.024 (Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness the World's Best Workforce)
Minn. Stat. § 120B.30 (General Requirements; Statewide Assessments)
Minn. Stat. § 120B.303 (Assessment Graduation Requirements)
Minn. Stat. § 120B.307 (College and Career Readiness)
Minn. Rules Part 3501.0660 (Academic Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)

Policy Adopted: July 2012

Revised: Jan. 2016, March 2023, September 2023, November 2024, April 2025, August 2025

Independent School District No. 110

Waconia MN

8.A.6. 707 Transportation of Public School
Students

Presenter: Pam
Carman, Director of
Finance and
Operations

707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

[Note: The obligations stated in this policy are largely governed by statute. A school district may choose to add obligations to the model policy.]

I. PURPOSE

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare, and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

III. DEFINITIONS

- A. “Child with a disability” includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of the Minnesota Department of Education. A licensed physician, an advanced practice nurse, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district’s discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability.
- B. “Home” is the legal residence of the child. In the discretion of the school district, “home” also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student’s parent or guardian as the home of a student for part or all of the day, if requested by the student’s parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless

student is a resident of the school district if enrolled in the school district.

- C. “Homeless student” means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances.
- D. “Nonpublic school” means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of Minnesota Statutes, section 120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964.
- E. “Nonresident student” is a student who attends school in the school district and resides in another district, defined as the “nonresident district.” In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student’s parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides.
- F. “Pupil support services” are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located.
- G. “School of origin,” for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled.
- H. “Shared time basis” is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of Minnesota Statutes, section 120A.22 by attendance at a nonpublic school.
- I. “Student” means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota. (Minn. Stat. § 123B.41, Subd. 11)

IV. ELIGIBILITY

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian.
- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.

[Note: In this section, school districts may wish to outline those discretionary areas where they intend to provide transportation. For example, some school districts may provide that transportation shall be provided for all resident elementary students who reside one mile or more from the school.]

- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district's expenditures for transportation.
- D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

V. TRANSPORTATION OF NONRESIDENT STUDENTS

- A. If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same level of service that is provided to resident students.
- B. If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation.
- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in

the nonresident school district.

- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program.

VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. (Minnesota Statutes section 124D.03, subdivision 8).
- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion.

VII. SPECIAL EDUCATION STUDENTS/STUDENTS WITH A DISABILITY/STUDENTS WITH TEMPORARY DISABILITIES

- A. Upon a request of a parent or guardian, the board must provide necessary transportation, consistent with Minnesota Statutes section 123B.92, subdivision 1(b)(4), for a resident child with a disability not yet enrolled in kindergarten for the provision of special instruction and services. Special instruction and services for a child with a disability not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs.

- B. Resident students with a disability ~~iesy whose disabling conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is~~ who are transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district.

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 123B.92 to remove the deleted language above.]

- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district.
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary.
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district.
- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation.

- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law.
- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minnesota Statute Chapter 125A.

VIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the school district.
- B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
 - 1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district.
 - 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation.
 - 3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located.
 - 4. A homeless nonresident student enrolled under Minnesota Statute 124D.08, subdivision 2a, must be provided transportation from the student's district of residence to and from the school of enrollment.

IX. AVAILABILITY OF SERVICES

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days.

X. MANNER OF TRANSPORTATION

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means.

XI. RESTRICTIONS

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 United States Code, section 1415 (Individuals with Disabilities Act), 29 United States Code, section 794 (the Rehabilitation Act), and 42 United States Code, section 12132, (Americans with Disabilities Act) are governed by these provisions.

XII. FEES

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional.
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in Minnesota Statutes, section 190.05.
- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee.
- D. Where, in its discretion, the school district provides transportation to and from an

instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs.

- Legal References:**
- Minn. Stat. § 120A.22 (Compulsory Instruction)
 - Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
 - Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)
 - Minn. Stat. § 123B.36 (Authorized Fees)
 - Minn. Stat. § 123B.41 (Definitions)
 - Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
 - Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
 - Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
 - Minn. Stat. § 124D.03 (Enrollment Options Program)
 - Minn. Stat. § 124D.04 (Option for Enrolling in Adjoining States)
 - Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
 - Minn. Stat. § 124D.08 (School Board’s Approval to Enroll in Nonresident District; Exceptions)
 - Minn. Stat. Ch. 125A (Special Education and Special Programs)
 - Minn. Stat. § 125A.02 (Child~~ren~~ with a Disability, Defined)
 - Minn. Stat. § 125A.12 (Attendance in Another District)
 - Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
 - Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
 - Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
 - Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
 - Minn. Stat. § 126C.01 (Definitions)
 - Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
 - Minn. Stat. § 190.05 (Definitions)
 - Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
 - Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability)
 - 20 U.S.C. § 1415 (Individuals with Disabilities Education Act)
 - 29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
 - 42 U.S.C. § 2000d (Prohibition against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)
 - 42 U.S.C. § 11431 *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
 - 42 U.S.C. § 12132 *et seq.* (Americans with Disabilities Act)
- Cross References:**
- MSBA/MASA Model Policy 708 (Transportation of Nonpublic School Students)
 - MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
 - MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Policy Adopted: April 2004/ May 2013
Revised: April 2007, June 2011, August 2020, September 2023, October 2024
Independent School District #110 Waconia, MN

8.A.7. 802 Disposition of Obsolete Equipment and
Material

Presenter: Pam
Carman, Director of
Finance and
Operations

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.

I. 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.

J. Disposing of Surplus Books

Notwithstanding Minnesota Statutes, section 471.345, governing school district contracts made upon sealed bid or otherwise complying with the requirements for competitive bidding, other provisions of this section governing school district contracts, or other law to the contrary, the school district may dispose of school books, including library books, books from an individual classroom library, and textbooks including other materials accompanying a textbook. The school district may dispose of surplus books by donating them to a family of a student residing in the district or a charitable organization under section 501(c)(3) or the Internal Revenue Code.

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 123B.52 to add paragraph J.]

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 / September 2023 / Feb 2025
Independent School District #110
Waconia, MN

8.A.8. 806 Crisis Management Policy

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district administration, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their building-specific crisis management plans and will provide training to school district staff to enable staff to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator has tailored building-specific crisis management plan to meet that building's specific situation and needs.

The school district's administration and/or the administration of each building shall maintain tailored building-specific crisis management plans. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Such crisis management plans shall be presented to the school board yearly. This Policy and the plans will be maintained and updated on an annual basis.

B. Elements of the District Crisis Management Policy

1. General Crisis Procedures

The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating their building-specific crisis management plans. A communication system will be in place

to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency first responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the school district will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in the development of building-specific crisis management plans.

All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

a. Lock-Down Procedures

Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.

b. Evacuation Procedures

Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.

c. Sheltering Procedures

Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for the administrator's building as part of the building-specific crisis management plan.

2. Crisis-Specific Procedures

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

[NOTE: The 2024 Minnesota legislature enacted permissive language stating that a school board “may adopt the model cardiac emergency response plan provided by” the Commissioner (as of Nov. 12, 2024, a response plan is not yet available.)]

3. School Emergency Response Teams

a. Composition

The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator, and alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school

district office.

b. Leaders

The building administrator or designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team. When present, emergency response officials may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees

Teachers generally have the most direct contact with students on a day-to-day basis. As a result, teachers must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.

2. Students and Parents

Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an

area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)

2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minn. Stat. § 299F.30. See Minn. Stat. § 121A.035.
6. A record of fire drills conducted at the building will be maintained in the building administrator's office.
7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and

whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office, or at a secondary location for single building school districts, and updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific building in need of emergency services.

School district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

F. Early School Closure Procedures

The superintendent will make decisions about closing school or buildings as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. Designate specific rooms as private counseling areas.
3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
4. Prohibit media from interviewing or questioning students or staff.

5. Provide follow-up services to students and staff who receive counseling.
6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

Recovery Team

Recovery is an important part of a district emergency plan. Core team members are key administrators, and, depending on the incident, may include all or some of the following: superintendent; communications; human resources; business and finance; buildings and grounds; teaching and learning; student support services.

1. Physical/structural recovery

Ensuring the safety and usability of a building is the primary goal of physical and structural recovery. Physical damages must be assessed to determine the cost and feasibility of repairing or replacing structures or contents. Building and grounds personnel working with the district business/risk manager and insurance carrier will help to lead this function.

2. Fiscal recovery

Following a disaster, critical business functions of a school must be restored as soon as possible. Payroll systems, accounting and access to personnel and student data need to be available and operational. Fiscal/business recovery also involves planning for lines of succession for key administrators. Schools must have “continuity of operations plans” to ensure a smooth transition of authority and responsibility should top leadership be unable to function in their role due to a disaster or traumatic incident.

Fiscal and business recovery planning considerations:

- Assign responsibilities and determine who is in charge of fiscal services restoration
- Develop continuity of operations or succession plans
- Track expenditures and payments for the incident. Track overtime hours, rentals, supplies and equipment.
- Expedite contracting services needed immediately (clean up, debris removal, utility restoration)
- Apply for and administer recovery grant programs

- Back up electronic data files. Determine who is responsible, where the files will be stored and how the school's technological functions will be restored

3. Academic recovery

Restoring the structure and routine of learning is the goal of academic recovery. Returning to the normal school day enhances the healing process. While changes in routine may occur due to the disaster or emergency, staff, students, and families working through the event will create a "new normal."

4. Social/emotional recovery

Planning for social/emotional recovery is the responsibility of student support staff (nurses, school social workers, counselors, school psychologists) working with teachers, school administrators, and key community mental health agencies. This planning involves establishing partnerships and developing agreements between the school and community agencies, providing training for staff and recommending policies for school board consideration. Community-based resources need to be identified before an emergency or disaster so they are available for families needing assistance.

5. Recovery communications

There are many school stakeholders -- school board, staff, parents, students, and vendors -- that need information after an emergency response is over. Communication is key to getting timely, accurate information to a wide variety of audiences.

When the school is actively responding to an emergency, the district's public information officer (PIO) works closely with the community's PIO to coordinate statements and press releases with emergency responders.

During recovery, the district PIO works with school administrators and recovery team members to plan for the school's continuing communication with internal and external audiences. Timeliness and accuracy are critical in disseminating recovery messages and controlling rumors.

The district may also designate a phone number for all "recovery" calls and/or provide an email contact on the web site for recovery inquiries. Communications staff monitors trends coming from these inquiries to help identify rumors and possible misinformation so corrective messages can be sent out immediately.

Recovery communication considerations:

- Identify and prioritize stakeholders and their need for information from the district
- Consider internal and external audiences, the kind of information each will need and the form and method of delivery used.
- Coordinate news briefings and parent meetings when necessary
- Determine authorship of communications from school administrators or subject matter experts
- Send frequent updates to key audiences in a timely manner
- Provide resources
- Communications staff controls rumors to the best of their ability by tracking down rumors and misinformation and respond with corrections
- Convey messages of resilience and a return to normalcy
- Keep school board members informed throughout and post incident

IV. ACTIVE SHOOTER DRILL

A. Definitions

1. “Active shooter drill” means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.
2. “Active shooter simulation” means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter drill.
3. “Evidence-based” means a program or practice that demonstrates any of the following:
 - a. strong evidence from one or more well designed and well implemented quasi-experimental studies; or
 - i. strong evidence from one or more well designed and well implemented experimental studies;
 - ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

- iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or
 - b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the efforts of the program or practice.
- 4. “Full-scale exercise” means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.
- 5. “Functional exercises” means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

- 1. accessible;
- 2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;
- 3. culturally aware;
- 4. trauma-informed; and
- 5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons. An active shooter drill must not be combined or conducted consecutively with any other type of emergency preparedness drill. An active shooter drill must be accompanied by an announcement prior to commencing. The announcement must use concise and age-appropriate language and, at a minimum, inform students there is no immediate danger to life and safety.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating.
2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.
3. The Commissioner must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above.

F. Active Shooter Simulations

A student must not be required to participate in an active shooter simulation. An active shooter simulation must not take place during regular school hours if a majority of students are present, or expected to be present, at the school. A parent or legal guardian of a student in grades 9 through 12 must have the opportunity to opt their student into participating in an active shooter simulation.

G. Violence Prevention

1. A school district conducting an active shooter drill must provide students in the middle school and high school at least one hour, or one standard class period, of violence prevention training annually.
2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:
 - a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

- b. the importance of taking threats seriously and seeking help; and
- c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity , including providing information about the Department of Public Safety’s statewide anonymous threat reporting system and any local threat reporting systems.

[NOTE: The Minnesota legislature enacted the addition to 2.c in 2025 (Session Law Chapter 35).]

- 3. A school district must ensure that students have the opportunity to contribute to their school’s safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:
 - a. student opportunities for leadership related to prevention and safety;
 - b. encouragement and support to students in establishing clubs and programs focused on safety; and
 - c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board that will conduct an active shooter drill must consider the following both before and after the drill:

- 1. the effect of active shooter drills on the safety of students and staff; and
- 2. the effect of active shooter drills on the mental health and wellness of students and staff.

V. **SAMPLE PROCEDURES INCLUDED IN THIS POLICY**

Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when articulating specific crisis management plans.

- A. Fire and hazardous materials, including biological and chemical threats
- B. Natural disasters, including severe weather, shelter in place procedures
- C. Bomb threats
- D. Utility emergencies

- E. Disturbances and medical emergencies
- F. Intruders and lock-down procedures

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

B. Visitors

The school district shall implement procedures mandating visitor sign-in and visitors in school buildings. See MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites).

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

Legal References: Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)
Minn. Rules Ch. 7511 (Fire Safety)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure

to Hazardous Substances)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams
to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings
and Sites)
[https://dps.mn.gov/divisions/sfm/documents/2011comprehensiveschool
safetyguide.pdf](https://dps.mn.gov/divisions/sfm/documents/2011comprehensiveschoolsafetyguide.pdf)
[Minnesota School Safety Center – Resources \(mn.gov\)](#)

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Reviewed: June 2022

Independent School District #110
Waconia, MN

9. **BOARD COMMITTEE REPORTS**

9.A. Self-Governance & Superintendent Relations
Committee

9.B. Finance & Facilities Committee

9.C. Policy & Advocacy Committee

9.D. 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**