

Truth in Taxation Public Meeting and Regular School Board Meeting of ISD 857

Monday, December 8, 2025 6:00 PM

HS Library/Public Welcome/Recording on Website, 100 County Road 25 ,
Lewiston, MN 55952

I. Call Meeting to Order

II. Truth in Taxation Public Meeting

III. Pledge of Allegiance.

IV. Quorum Call

David Baer
Sara Daley
Daniel Kreidermacher
Bree Maki
Luke Miller
Amber Pasche
Dave Pringle

V. Approve the December 8, 2025 Meeting Agenda.

VI. Board Resolution Recognizing and Congratulating the 2025 Lewiston - Altura/Rushford-Peterson/Houston Cross Country State Champions!

VII. L-A High School Student Report

VIII. Facilities Updates

IX. Open Forum

Guideline: Three minutes per speaker; 15 minutes maximum. Complaints about personnel or individuals are prohibited. No Board action is taken during the Open Forum. This is the only time during the Board meeting that audience participation is allowed unless scheduled prior.

X. Consent Agenda

- A. Board Meeting Minutes November 10, 2025**
- B. Financial Reports a. November 2025 Payment by Bank and Check**
- b. Student Activity Report**
- c. November 2025 Multi-Year Guideline**

Approve lane change for Kaleb Stoppelmoor from BA to BA+10 effective February 1, 2026.

Thank you to the Cardinal Foundation for their support of a Wood Processing Field Trip (\$595.00), Brain Pop Software (\$3600.00), Wide Paper Poster Printer (\$4490.00) and for facilitating the Amazon Wish Lists for Teachers.

Approve Family Medical Leave for Kayli Zezulka, teacher, from approximately December 1st through March 20, 2026.

Approve Pat Burfiend and Todd Stokke as Long Term substitutes for Ms. Zezulka's leave.

Thank you to David Baer for paying \$150.00 to cover the costs of veterans and their guests to have lunch after the Veterans Day program.

Approve planning for a June 2027 trip for this year's 8th and 9th graders to go to Washington, D.C. Thank you to Ethan Scheck for planning and supervising the trip, including the needed fundraising efforts.

Approve hire of Dean Chaffe, Elementary Food Service, at \$16.50 per hour.

Accept resignation of Derek Birling as JH Baseball Coach.

Approve the hire of Tyler Stevens as a student worker custodian on the night of home activities for 4 hours/night at the rate of \$15.00 per hour.

Approve FFA overnight trip for State, December 14-15 in St. Cloud.

Approve FFA overnight trip to Lanesboro December 5-7 for Greenhand Camp.

Approve HS Choir overnight trip to Decorah, IA January 12th for Dorian.

XI. Certify the 2025 levy to be collected in 2026 for the amount of \$3,227,956.54.

XII. 2025-2027 Master Agreement Between Independent School District 857 and Education Minnesota Lewiston - Altura, pending approval by EdMN/L-A.

XIII. **Modify the 2025-2027 Support Staff Handbook to reflect that all Support Staff (paraprofessionals, office staff, food service staff, not including student workers) and hired before July 1, 2025 will be increased to \$16.50 per hour starting January 1, 2026. All other support staff will receive a 0.5% raise effective January 1, 2026.**

XIV. **Modification of 2025-2027 Bus Driver and Supplementary Driver Handbook to reflect that the Supplementary (van) Drivers' wage will increase from \$16.17 per hour to \$16.50 per hour effective January 1, 2026.**

XV. **MN Paid Leave and Use of District Sick or Personal Leave to "Top Off" MN Paid Leave Compensation**

XVI. **Designation of Board representatives to meet with the Cardinal Foundation twice annually to facilitate communication and discuss priorities and needs.**

XVII. **Policies and Forms on 1st Reading**

515 Protection and Privacy of Pupil Records
516 Student Medication and Telehealth

XVIII. **Policies and Forms on 2nd Reading**

a. 101 Legal Status of the School District
b. 527 Student Use and Parking of Motor Vehicles; Patrols, Inspections and Searches
c. 527F Student Parking Permit Request
d. 528 Student Parental, Family and Marital Status Nondiscrimination

XIX. **PK-5 Principal's Report**

XX. **L-A High School Principal's Report**

XXI. **Dashir & Superintendent's Report**

XXII. **Board Committee Reports**

XXIII. **Upcoming Meeting Schedule**

Health and Safety Committee December 11,
7:15am (Teams and HS Conference Rm)

Community Education/EC Advisory Meeting, Monday
December 15th at 3:00pm on Teams.

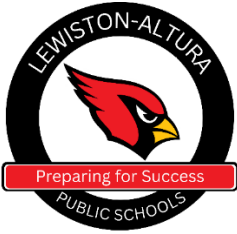
District Policy Review December 18th, 7:00am
(Teams)

Monday, January 5th, 2026 Organizational and
Regular Board Meeting

XXIV. Motion to Enter Closed Session for the
Purpose of Negotiations with LAPA.

XXV. Reopen the Meeting to the Public.

XXVI. Adjourn



Lewiston–Altura Public School District
100 County Road 25
Lewiston, MN 55952
www.lewalt.k12.mn.us
(507) 523-2191

Gwen Carman, Superintendent
Dave Riebel, PreKdg – 5 Principal
Cory Hanson, 6–12 Principal

SCHOOL BOARD RESOLUTION

**CONGRATULATING THE LEWISTON–ALTURA / RUSHFORD–PETERSON / HOUSTON
CROSS COUNTRY TEAM ON WINNING FIRST PLACE AT THE STATE MEET**

Motion made by Board Member _____ to approve the following Resolution:

WHEREAS, the Lewiston–Altura / Rushford–Peterson / Houston (LARPH) Cross Country Team has demonstrated exceptional dedication, perseverance, and teamwork throughout the 2025 cross country season; and

WHEREAS, the student-athletes, through consistent effort and mutual support, achieved remarkable success in conference, sectional, and statewide competition; and

WHEREAS, on November 1, 2025 the LARPH Cross Country Team earned **First Place at the MN State High School State Cross Country Meet**, bringing pride and honor to the students, families, coaching staff, and the communities of Lewiston, Altura, Rushford, Peterson, and Houston; and

WHEREAS, the coaching staff has provided outstanding leadership, guidance, and encouragement, fostering not only athletic excellence but also sportsmanship, character, and academic achievement among the student-athletes; and

WHEREAS, this State Championship represents the culmination of countless hours of training, teamwork, and personal commitment by every member of the team; and

WHEREAS, the School Board recognizes that accomplishments of this magnitude contribute to a strong school culture and inspire future generations of students to pursue excellence both in athletics and in life;

NOW, THEREFORE, BE IT RESOLVED, that the Lewiston – Altura School Board extends its **heartfelt congratulations** to the Lewiston–Altura / Rushford–Peterson / Houston Cross Country Team, its coaches, and all those who supported them, for their extraordinary achievement in securing the **2025 State Championship Title**; and

BE IT FURTHER RESOLVED, that this resolution be entered into the official records of the School Board and that copies be presented to the team members and coaching staff in recognition of their outstanding success.

Motion seconded by _____. Roll Call Vote. Resolution approved by all.

Adopted this 8th day of December 2025, by the Lewiston – Altura School Board.

Bree Maki, Board Chair

Sara Daley, Vice Chair

Dave Pringle, Clerk

David Baer, Treasurer

Daniel Kreidermacher, Director

Luke Miller, Director,

Amber Pasche, Director

**MINUTES OF THE ISD #857 LEWISTON-ALTURA REGULAR SCHOOL BOARD MEETING
November 10, 2025**

A regular meeting of the School Board of Independent School District #857 was held on November 10, 2025 at 6:00pm in the High School Library. Members present were Bree Maki, Daniel Kreidermacher, David Baer, Sara Daley, Luke Miller, Amber Pasche, Dave Pringle.

Chair Maki called the meeting to order at 6:00pm. The Pledge of Allegiance was recited. Maki congratulated Superintendent Porter on her marriage and acknowledged the change in her last name.

Motion by Pringle and seconded by Miller to approve the meeting agenda. MCU.

Riley Merchlewitz presented a LAHS student report.

Motion by Baer and seconded by Pringle to approve an Amended FY26 Budget with a total of \$12,539,421.00 in Total Revenue and \$21,747,830.00 in Total Expenditures. (Expenditures include \$9,184,511 for construction utilizing FY25 building bond revenue.) MCU.

Motion by Daley and second by Pasche to approve modification to 2025-2027 Support Staff Handbook to reflect an increase of \$151.00 per month to go towards health insurance premiums effective January 1, 2026. MCU.

Luke Pfothauer, InGensa, Inc., provided updates on the plans for the renovations at the elementary and high school.

Superintendent Porter presented the Comprehensive Civic and Readiness Plan summary.

Motion by Pringle and second by Kreidermacher to approve the Consent Agenda. MCU.

Motion by Baer and second by Miller to approve Policies 101 Legal Status of the School District; 527 Student Use and Parking of Motor Vehicles, Patrols, Inspections and Searches; 527F Student Parking Permit Request; 528 Student Parental, Family and Marital Status Nondiscrimination; 710 Extra Curricular Transportation on a 1st Reading. MCU.

Motion by Baer and second by Daley to approve Policies 306 Administrator Code of Ethics, 606 Textbooks and Instructional Materials, 712 Video Recording Other Than on Buses, 722 Public Data and Data Subject Requests on a one meeting adoption due to updated quotes directly from MN or federal laws or other legal sources. MCU.

Reports were presented by Elementary Principal Riebel, High School Principal Hanson, Dashir, Superintendent Porter and Board members.

Pringle moved and Miller seconded to go into Closed Session for the purpose of discussing negotiations with EdMN/L-A and LAPA at 7:54pm. MCU.

Motion by Miller and seconded by Baer to reopen the meeting to the public at 8:27pm.

Motion by Pringle and seconded by Kreidermacher to adjourn the meeting at 8:28pm. MCU.

Dave Pringle, Clerk

Lewiston-Altura Public Schools
Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 11.01.2025-11/30/2025 Period: 0-999999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
P0526	001	69915	78142	Check	1 3400		BIO CORPORATION	Yes	No	No	11/06/2025	127.50
		69918	78143	Check	1 5631	R1	BSN Sports, LLC	Yes	No	No	11/06/2025	999.90
		69912	78144	Check	1 2707		City of Lewiston	Yes	No	No	11/06/2025	3,562.14
		69907	78145	Check	1 18635		Department of Labor & Industry	Yes	No	No	11/06/2025	150.00
		69919	78146	Check	1 5900	R1	Dollar General Regions 410526	Yes	No	No	11/06/2025	33.08
		69921	78147	Check	1 6496		EDUCATORS BENEFIT CONSULTANT	Yes	No	No	11/06/2025	138.75
		69922	78148	Check	1 6731		Everyday Speech LLC	Yes	No	No	11/06/2025	599.99
		69914	78149	Check	1 3174		Excel Images Inc.	Yes	No	No	11/06/2025	324.60
		69905	78150	Check	1 12630		FACTORY MOTOR PARTS	Yes	No	No	11/06/2025	1,670.26
		69920	78151	Check	1 6381		FLR Sanders	Yes	No	No	11/06/2025	25,238.30
		69923	78152	Check	1 7355		KELLY SERVICES INC,	Yes	No	No	11/06/2025	2,151.09
		69904	78153	Check	1 11260		LEWISTON JOURNAL	Yes	No	No	11/06/2025	58.00
		69916	78154	Check	1 3659		Minnesota Department of Health	Yes	No	No	11/06/2025	2,270.00
		69910	78155	Check	1 2555		National FFA Organization	Yes	No	No	11/06/2025	162.00
		69913	78156	Check	1 3098	R1	Pan-O-Gold Baking Company	Yes	No	No	11/06/2025	718.25
		69924	78157	Check	1 7369		Pat Wiltgen, Tournament Manager	Yes	No	No	11/06/2025	2,930.00
		69908	78158	Check	1 2411		Performance Food Service	Yes	No	No	11/06/2025	20,286.63
		69906	78159	Check	1 17130		RISLOW SERVICE CENTER	Yes	No	No	11/06/2025	31.50
		69917	78160	Check	1 5218		Trio Supply Company	Yes	No	No	11/06/2025	166.64
		69911	78161	Check	1 2581		WINONA WELDING & SANDBLASTINC	Yes	No	No	11/06/2025	120.00
		69909	78162	Check	1 25014		ZIEBELL'S HIAWATHA FOODS, INC.	Yes	No	No	11/06/2025	7,581.40
		69935	78163	Check	1 3878		ADVANCED BUSINESS SYSTEMS, INC	Yes	No	No	11/07/2025	800.00
		69941	78164	Check	1 6871		Arellano-Sanchez, Angela	Yes	No	No	11/07/2025	100.00
		69928	78165	Check	1 1114		Century Link	Yes	No	No	11/07/2025	251.53
		69927	78166	Check	1 11065	R2	CLIFTON LARSON ALLEN LLP	Yes	No	No	11/07/2025	2,790.00
		69944	78167	Check	1 7091		Dalco Enterprises	Yes	No	No	11/07/2025	2,002.76
		69943	78168	Check	1 7089		Dashir Management Services, Inc	Yes	No	No	11/07/2025	13,818.79
		69940	78169	Check	1 6376		Ed Midwest LLC	Yes	No	No	11/07/2025	5,400.00
		69934	78171	Check	1 3737		Hiawatha Valley Ed District	Yes	No	No	11/07/2025	36,126.04
		69925	78172	Check	1 07141		HIGH PLAINS COOPERATIVE	Yes	No	No	11/07/2025	7,229.25
		69939	78173	Check	1 6067		High Point Networks, LLC	Yes	No	No	11/07/2025	13,397.00
		69936	78174	Check	1 4085		IEA, INC	Yes	No	No	11/07/2025	3,008.16
		69946	78175	Check	1 7355		KELLY SERVICES INC,	Yes	No	No	11/07/2025	4,208.65
		69938	78176	Check	1 5865	R1	Loffler Companies -- 131511	Yes	No	No	11/07/2025	187.48
		69945	78177	Check	1 7320		LRS of Minnesota	Yes	No	No	11/07/2025	1,282.41
		69933	78178	Check	1 3560		MAVO SYSTEMS, INC	Yes	No	No	11/07/2025	3,169.00
		69930	78179	Check	1 1919	R1	SCHOOL HEALTH	Yes	No	No	11/07/2025	148.10
		69929	78180	Check	1 18332		SEMCAC Transportation	Yes	No	No	11/07/2025	160.00
		69937	78181	Check	1 5587		Stoos Electric Inc.	Yes	No	No	11/07/2025	350.00

Lewiston-Altura Public Schools
Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 11.01.2025-11/30/2025 Period: 0-999999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
P0526	001	69931	78182	Check	1	19210	TRI STATE BUSINESS MACHINES	Yes	No	No	11/07/2025	916.63
		69932	78183	Check	1	2157	TRUGREEN	Yes	No	No	11/07/2025	1,201.48
		69926	78184	Check	1	08089	WABASHA-KELLOGG SCHOOLS # 81	Yes	No	No	11/07/2025	10,000.00
		69970	78185	Check	1	7375	BARKEIM, ALAINA	Yes	No	No	11/12/2025	30.00
		69966	78186	Check	1	7371	CASSELLIUS, BRYAN	Yes	No	No	11/12/2025	506.25
		69969	78187	Check	1	7374	DANIELSON, EMMA	Yes	No	No	11/12/2025	60.00
		69957	78188	Check	1	6455	Fifth Avenue Awards	Yes	No	No	11/12/2025	201.75
		69954	78189	Check	1	2524	GRAINGER	Yes	No	No	11/12/2025	17.99
		69968	78190	Check	1	7373	HARTMAN, TEAGAN	Yes	No	No	11/12/2025	120.00
		69956	78191	Check	1	6246	Kelly Printing & Signs, LLC	Yes	No	No	11/12/2025	769.89
		69964	78192	Check	1	7297	Koetter, Kaige	Yes	No	No	11/12/2025	225.00
		69959	78193	Check	1	7002	LEJEUNE, LAVIN	Yes	No	No	11/12/2025	120.00
		69953	78194	Check	1	2451	Lewiston Lions Club	Yes	No	No	11/12/2025	702.00
		69951	78195	Check	1	1640	LOGAN HIGH SCHOOL	Yes	No	No	11/12/2025	100.00
		69965	78196	Check	1	7370	MASL	Yes	No	No	11/12/2025	210.00
		69955	78197	Check	1	4952	MID-AMERICAN RESEARCH CHEMICAL	Yes	No	No	11/12/2025	1,119.12
		69949	78198	Check	1	12500	MINNESOTA STATE HIGH SCHOOL LE	Yes	No	No	11/12/2025	24.00
		69971	78199	Check	1	7376	NORMAN, BRAELYNN	Yes	No	No	11/12/2025	30.00
		69960	78200	Check	1	7109	On-site Computers	Yes	No	No	11/12/2025	75.40
		69958	78201	Check	1	6514	Peterson, Christine	Yes	No	No	11/12/2025	160.00
		69962	78202	Check	1	7233	Randall, Harper	Yes	No	No	11/12/2025	30.00
		69961	78203	Check	1	7126	Randall, Lindsay	Yes	No	No	11/12/2025	443.00
		69950	78204	Check	1	1407	RANDALL, ROBIN	Yes	No	No	11/12/2025	185.00
		69967	78205	Check	1	7372	Region 1A Dennis Larson	Yes	No	No	11/12/2025	3,960.00
		69972	78206	Check	1	90787	SANOW, DAVID	Yes	No	No	11/12/2025	299.75
		69952	78207	Check	1	2234	Sanow, Theresa	Yes	No	No	11/12/2025	135.00
		69963	78208	Check	1	7261	Steak Shop Catering Inc	Yes	No	No	11/12/2025	1,007.96
		69977	78209	Check	1	6406	Ameritas Life Insurance Corp	Yes	No	No	11/14/2025	33.24
		69976	78210	Check	1	5100	DELTA DENTAL OF MINNESOTA	Yes	No	No	11/14/2025	969.54
		69973	78211	Check	1	11202	Education Minnesota - Lewiston-Altura	Yes	No	No	11/14/2025	2,002.47
		69978	78212	Check	1	6461	ISD 857 - Flex Plan Checking	Yes	No	No	11/14/2025	801.12
		69974	78213	Check	1	17090	MADISON NATIONAL LIFE	Yes	No	No	11/14/2025	433.51
		69975	78214	Check	1	4877	MINNESOTA Public Employees Insuranc	Yes	No	No	11/14/2025	11,131.17
		69979	78215	Check	1	7203	WCF - CARDINAL FOUNDATION	Yes	No	No	11/14/2025	105.00
		69986	78216	Check	1	7378	Minnesota Conservatory For The Arts	Yes	No	No	11/19/2025	84.00
		69987	78217	Check	1	7368	4 Ace Productions	Yes	No	No	11/20/2025	630.00
		70005	78218	Check	1	7265	Agape Therapies and Educational Servic	Yes	No	No	11/28/2025	12,700.00
		69997	78219	Check	1	2671	CDW-Government	Yes	No	No	11/28/2025	4,555.24
		69998	78220	Check	1	2707	City of Lewiston	Yes	No	No	11/28/2025	3,065.98

Lewiston-Altura Public Schools
Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 11.01.2025-11/30/2025 Period: 0-9999999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
P0526	001	69996	78221	Check	1	2440	Culligan Water Services	Yes	No	No	11/28/2025	55.00
		70004	78222	Check	1	7091	Dalco Enterprises	Yes	No	No	11/28/2025	2,381.32
		70003	78223	Check	1	7089	Dashir Management Services, Inc	Yes	No	No	11/28/2025	27,608.96
		69999	78224	Check	1	3210	HBC	Yes	No	No	11/28/2025	1,607.43
		70000	78225	Check	1	4085	IEA, INC	Yes	No	No	11/28/2025	4,651.21
		70002	78226	Check	1	7063	InGensa, Inc	Yes	No	No	11/28/2025	268,442.67
		70007	78227	Check	1	7355	KELLY SERVICES INC,	Yes	No	No	11/28/2025	9,539.67
		70006	78228	Check	1	7320	LRS of Minnesota	Yes	No	No	11/28/2025	484.61
		69995	78229	Check	1	1930	PROJECT FINE	Yes	No	No	11/28/2025	288.75
		69994	78230	Check	1	19210	TRI STATE BUSINESS MACHINES	Yes	No	No	11/28/2025	1,243.07
		70001	78231	Check	1	4448	VERIZON WIRELESS	Yes	No	No	11/28/2025	159.53
		70026	78232	Check	1	7128	Affinity Plus Credit Union	Yes	No	No	11/30/2025	150.00
		70023	78233	Check	1	6265	ALERUS RETIREMENT BENEFITS AT	Yes	No	No	11/30/2025	150.00
		70022	78234	Check	1	5594	ALTRA FEDERAL CREDIT UNION	Yes	No	No	11/30/2025	15.00
		70024	78235	Check	1	6406	Ameritas Life Insurance Corp	Yes	No	No	11/30/2025	33.24
		70021	78236	Check	1	5100	DELTA DENTAL OF MINNESOTA	Yes	No	No	11/30/2025	969.54
		70016	78237	Check	1	11202	Education Minnesota - Lewiston-Altura	Yes	No	No	11/30/2025	2,002.47
		70025	78238	Check	1	6461	ISD 857 - Flex Plan Checking	Yes	No	No	11/30/2025	801.12
		70017	78239	Check	1	17090	MADISON NATIONAL LIFE	Yes	No	No	11/30/2025	433.51
		70019	78240	Check	1	4786	Merchants Bank	Yes	No	No	11/30/2025	665.00
		70020	78241	Check	1	4877	MINNESOTA Public Employees Insuranc	Yes	No	No	11/30/2025	11,131.17
		70028	78242	Check	1	7354	UMB HEALTHCARE SERVICES	Yes	No	No	11/30/2025	590.00
		70027	78243	Check	1	7203	WCF - CARDINAL FOUNDATION	Yes	No	No	11/30/2025	105.00
		70018	78244	Check	1	3545	Winona National Bank	Yes	No	No	11/30/2025	130.00

Bank Total: 001
\$556,548.96

Report Total:
\$556,548.96

Lewiston Altura #0857

STUDENT ACTIVITY FUND BALANCES

MONTH November 2025

FUND	BEG BALANCE	DISBURSEMENTS	RECEIPTS	CASH BALANCE
Student Council	\$ 427.55	\$ -	\$ 218.05	\$ 645.60
National Honor Society	\$ 1,375.65	\$ -	\$ -	\$ 1,375.65
FFA	\$ 33,071.23	\$ 497.75	\$ 9,139.10	\$ 41,712.58
HOSA	\$ 782.97	\$ -	\$ -	\$ 782.97
Washington DC Trip	\$ 2,184.59	\$ -	\$ 3,149.00	\$ 5,333.59
Trap League	\$ 5,022.29	\$ 1,820.00	\$ -	\$ 3,202.29
Music Savings	\$ 21,262.44		\$ 2,886.62	\$ 24,149.06
Class of 2026	\$ 3,187.59	\$ 152.00	\$ -	\$ 3,035.59
Class of 2027	\$ 2,263.26	\$ -	\$ -	\$ 2,263.26
Yearbook	\$ 2,830.52	\$ -	\$ 950.00	\$ 3,780.52
Spanish Trip	\$ 3,956.38	\$ -	\$ -	\$ 3,956.38
JH Student Council	\$ 1,434.24	\$ 374.32	\$ 771.00	\$ 1,830.92
Drama	\$ 17,500.54	\$ -	\$ 517.27	\$ 18,017.81
Math League	\$ 1,493.75	\$ -	\$ 850.00	\$ 2,343.75
Volleyball	\$ 15,724.23	\$ 201.75	\$ -	\$ 15,522.48
Girls Basketball	\$ 7,744.23	\$ -	\$ 1,000.00	\$ 8,744.23
Dance	\$ 460.90	\$ -	\$ -	\$ 460.90
Softball	\$ 1,732.97	\$ -	\$ -	\$ 1,732.97
Girls Golf	\$ 923.53	\$ -	\$ -	\$ 923.53
Football	\$ 8,451.29	\$ 291.50	\$ -	\$ 8,159.79
Boys Basketball	\$ 8,526.89	\$ -	\$ -	\$ 8,526.89
Baseball	\$ (322.86)	\$ -	\$ -	\$ (322.86)
Boys CC	\$ -	\$ -	\$ 296.25	\$ (296.25)
Boys Golf	\$ 1,019.54	\$ -	\$ -	\$ 1,019.54
General Athletics	\$ 17,970.66	\$ 769.89	\$ 2,290.00	\$ 19,490.77
Special Athletics	\$ 1,389.33	\$ -	\$ -	\$ 1,389.33
TOTALS	\$ 160,413.71	\$ 4,107.21	\$ 22,067.29	\$ 177,781.29

√ Balanced w/SMART Trial Balance
 √ Balanced w/Bank Statement

LEWISTON-ALTURA SCHOOL DISTRICT EXTENDED/OVERNIGHT FIELD TRIP APPLICATION

Date of Field Trip: 12/14-12/15 Requested By: Stoppa Destination/Event: State Speaking Contests, St. Cloud

Time Leaving School: _____ Time Returning to School: 11:30 PM

Purpose of Field Trip: FFA State # of Students: 7 # of Adults: 3

Please check the approved volunteer list or check with the office to ensure that all volunteers are approved.
Will there be any parent volunteers or chaperons not including staff? Yes No

If yes, please list the names: Shelly Schell

Will you need district transportation? Yes No If yes, # of busses or vans needed 2

If you need district transportation, arrangements were made with
Haley Matthew (Name) on 11/21/2025 (Date).

If district transportation is unavailable or impractical, other transportation arrangements were made with
_____ (Name of the Company) on _____ (Date).

Will students be absent from school? Yes No
So that additional contacts can be made (food service, buildings and grounds, etc.), I notified
_____ (Office Staff Signature) on _____ (Date).

Budget Information: <u>FFA</u> (Program being billed for costs)
Transportation Cost:
Lodging Cost: \$585
Meal Cost:
Entry Fees: \$275

Please attach a copy of the Field Trip Parental Permission form and any additional guidelines or expectations.

OFFICE USE ONLY	
Date application was received (Must be received prior to a board meeting when possible): _____	
APPROVED	NOT APPROVED Rationale for not approving the field trip:
<u>[Signature]</u> (Activity Director's Signature if Applicable)	<u>12/1/25</u> (Date)
<u>[Signature]</u> (Principal's Signature)	<u>12-1-25</u> (Date)
<u>Gwen Porter</u> (Superintendent's Signature)	<u>12-1-2025</u> (Date)
_____ (School Board Member's Signature)	_____ (Date)



LEWISTON-ALTURA PUBLIC SCHOOLS EXTENDED FIELD TRIP PERMISSION FORM



In compliance with school regulations governing special field trips of a curricular or extra-curricular nature, the following information is provided, so that as a parent/guardian of the student involved you will be aware of the circumstances under which the trip is being taken. Your permission must be obtained prior to the trip and may be given by signing the lower portion of this form and returning it to the classroom teacher sponsoring the trip.

All students participating in school-sponsored field trips must go and return on the transportation provided.

FIELD TRIP DETAILS	
NATURE AND PURPOSE OF FIELD TRIP	FFA State Speaking Contests
SCHOOL SPONSORING TRIP	L-A
INSTRUCTOR OR SPONSOR OF FIELD TRIP	Stopps
FIELD TRIP DESTINATION	St. Cloud, MN
DATE OF FIELD TRIP	December 14th - 15th
DURATION OF FIELD TRIP	2:00 PM Sunday - 11:00 PM Monday
COST OF THE FIELD TRIP TO STUDENTS (LODGING, MEALS, ETC.)	Bring \$ for meals. Lunch on Monday will be provided
HOTEL INFORMATION (LOCATION, CONTACT INFORMATION)	Best Western Plus Kelly Inn, 100 4th Ave S, St. Cloud, MN 56301 (320) 253 - 0606
STUDENTS REPORT TO	School Stage
STUDENTS WILL RETURN TO	Front Parking Lot
STUDENTS SHALL BRING THE FOLLOWING MATERIALS WITH THEM FOR USE ON TRIP	See Packing List

I understand the conditions described above and give my permission for _____ (Student Name) to participate in the designated field trip. I further understand that neither the sponsor, school administration, nor the school board of District #857 assumes any unusual responsibility for the safety and welfare of my child.

parent/guardian signature

date

My student has a medical record on file with the Lewiston-Altura Public School district that advisors need to consult prior to the trip. (Check only if this applies to your student.)

LEWISTON-ALTURA SCHOOL DISTRICT EXTENDED/OVERNIGHT FIELD TRIP APPLICATION

Date of Field Trip: Dec 5 - 7 Requested By: Stoppa Destination/Event: Eagle Bluff, Lanesboro, MN

Time Leaving School: 3:15 PM Time Returning to School: 12:00 PM

Purpose of Field Trip: FFA Greenhand Camp # of Students: 2 # of Adults: 1

Please check the approved volunteer list or check with the office to ensure that all volunteers are approved.
 Will there be any parent volunteers or chaperons not including staff? Yes No

If yes, please list the names: _____

Will you need district transportation? Yes No If yes, # of busses or vans needed 1 Van

If you need district transportation, arrangements were made with
Haley (Name) on 11/21/25 (Date).

If district transportation is unavailable or impractical, other transportation arrangements were made with
 _____ (Name of the Company) on _____ (Date).

Will students be absent from school? Yes No

So that additional contacts can be made (food service, buildings and grounds, etc.), I notified
 _____ (Office Staff Signature) on _____ (Date).

Budget Information: <u>FFA</u> (Program being billed for costs)
Transportation Cost:
Lodging Cost:
Meal Cost: Full Cost: \$240
Entry Fees:

Please attach a copy of the Field Trip Parental Permission form and any additional guidelines or expectations.

OFFICE USE ONLY	
Date application was received (Must be received prior to a board meeting when possible): _____	
APPROVED <input checked="" type="checkbox"/> NOT APPROVED <input type="checkbox"/> Rationale for not approving the field trip:	
_____ (Activity Director's Signature if Applicable)	_____ (Date)
_____ (Principal's Signature)	_____ (Date)
_____ (Superintendent's Signature)	_____ (Date)
_____ (School Board Member's Signature)	_____ (Date)



LEWISTON-ALTURA PUBLIC SCHOOLS EXTENDED FIELD TRIP PERMISSION FORM



In compliance with school regulations governing special field trips of a curricular or extra-curricular nature, the following information is provided, so that as a parent/guardian of the student involved you will be aware of the circumstances under which the trip is being taken. Your permission must be obtained prior to the trip and may be given by signing the lower portion of this form and returning it to the classroom teacher sponsoring the trip.

All students participating in school-sponsored field trips must go and return on the transportation provided.

FIELD TRIP DETAILS	
NATURE AND PURPOSE OF FIELD TRIP	FFA Greenhand Camp
SCHOOL SPONSORING TRIP	L-A
INSTRUCTOR OR SPONSOR OF FIELD TRIP	Stopp
FIELD TRIP DESTINATION	Eagle Bluff - Lanesboro, MN
DATE OF FIELD TRIP	December 5-7
DURATION OF FIELD TRIP	3:15 Departure on Friday - Noon Arrival on Sunday
COST OF THE FIELD TRIP TO STUDENTS (LODGING, MEALS, ETC.)	N/A
HOTEL INFORMATION (LOCATION, CONTACT INFORMATION)	28097 Goodview Dr, Lanesboro, MN 55949
STUDENTS REPORT TO	Ag Room
STUDENTS WILL RETURN TO	Front Parking Lot
STUDENTS SHALL BRING THE FOLLOWING MATERIALS WITH THEM FOR USE ON TRIP	See Packing List

I understand the conditions described above and give my permission for _____ (Student Name) to participate in the designated field trip. I further understand that neither the sponsor, school administration, nor the school board of District #857 assumes any unusual responsibility for the safety and welfare of my child.

parent/guardian signature

date

My student has a medical record on file with the Lewiston-Altura Public School district that advisors need to consult prior to the trip. (Check only if this applies to your student.)

LEWISTON-ALTURA SCHOOL DISTRICT EXTENDED/OVERNIGHT FIELD TRIP APPLICATION

Date of Field Trip: _____ Requested By: Matthew Wilson Destination/Event: Jordan

Time Leaving School: 11:00 AM ^{Sunday} Jan 11 Time Returning to School: 6 PM Mandy Jan 12

Purpose of Field Trip: Choir Performance # of Students: 4 # of Adults: 1

Please check the approved volunteer list or check with the office to ensure that all volunteers are approved.
 Will there be any parent volunteers or chaperons not including staff? Yes No

If yes, please list the names: _____

Will you need district transportation? Yes No If yes, # of busses or vans needed 1 van

If you need district transportation, arrangements were made with
Haley Mathew (Name) on 12/3/25 (Date).

If district transportation is unavailable or impractical, other transportation arrangements were made with
 _____ (Name of the Company) on _____ (Date).

Will students be absent from school? Yes No
 So that additional contacts can be made (food service, buildings and grounds, etc.), I notified
 _____ (Office Staff Signature) on _____ (Date).

Budget Information: <u>Approximately \$30-\$50</u> (Program being billed for costs)
Transportation Cost: <u>NA</u>
Lodging Cost: <u>In Fee, none for chaperone</u>
Meal Cost: <u>Student pay \$30</u>
Entry Fees: <u>per person on 12/8/25</u>

Please attach a copy of the Field Trip Parental Permission form and any additional guidelines or expectations.

OFFICE USE ONLY	
Date application was received (Must be received prior to a board meeting when possible: <u>12-5-25</u>)	
APPROVED <input checked="" type="checkbox"/> NOT APPROVED <input type="checkbox"/> Rationale for not approving the field trip:	
<u>[Signature]</u> (Activity Director's Signature if Applicable)	<u>12/5/25</u> (Date)
<u>[Signature]</u> (Principal's Signature)	_____ (Date)
_____ (Superintendent's Signature)	_____ (Date)
_____ (School Board Member's Signature)	_____ (Date)



LEWISTON-ALTURA PUBLIC SCHOOLS EXTENDED FIELD TRIP PERMISSION FORM



In compliance with school regulations governing special field trips of a curricular or extra-curricular nature, the following information is provided, so that as a parent/guardian of the student involved you will be aware of the circumstances under which the trip is being taken. Your permission must be obtained prior to the trip and may be given by signing the lower portion of this form and returning it to the classroom teacher sponsoring the trip.

All students participating in school-sponsored field trips must go and return on the transportation provided.

FIELD TRIP DETAILS	
NATURE AND PURPOSE OF FIELD TRIP	
SCHOOL SPONSORING TRIP	
INSTRUCTOR OR SPONSOR OF FIELD TRIP	
FIELD TRIP DESTINATION	
DATE OF FIELD TRIP	
DURATION OF FIELD TRIP	
COST OF THE FIELD TRIP TO STUDENTS (LODGING, MEALS, ETC.)	
HOTEL INFORMATION (LOCATION, CONTACT INFORMATION)	
STUDENTS REPORT TO	
STUDENTS WILL RETURN TO	
STUDENTS SHALL BRING THE FOLLOWING MATERIALS WITH THEM FOR USE ON TRIP	

I understand the conditions described above and give my permission for _____ (Student Name) to participate in the designated field trip. I further understand that neither the sponsor, school administration, nor the school board of District #857 assumes any unusual responsibility for the safety and welfare of my child.

parent/guardian signature

date

My student has a medical record on file with the Lewiston-Altura Public School district that advisors need to consult prior to the trip. (Check only if this applies to your student.)

MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 857

LEWISTON, MINNESOTA

AND

EDUCATION MINNESOTA - LEWISTON-ALTURA

July 1, 2025 – June 30, 2027

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ARTICLE I: PURPOSE

This Agreement is entered into between Independent School District No. 857, Lewiston, Minnesota, hereinafter referred to as the School District, and Education Minnesota – Lewiston-Altura, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, M.S. 179A.01 to M.S. 179A.25, and its amendments, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the PELRA, the School District recognizes Education Minnesota Lewiston-Altura as the Exclusive Representative of teachers employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

Section 2. Appropriate Unit. The Exclusive Representative shall represent all teachers of the School District as defined in this Agreement and in the PELRA.

ARTICLE III: DEFINITIONS

Section 1. Terms and Conditions of Employment. The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payments of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the School District's personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District. The term is subject to the provisions of the PELRA.

Section 2. Teacher. The word, "teacher," shall mean any person employed by the School District in a position for which licensure is required by the State of Minnesota but shall not include Superintendent, assistant superintendent, principal, and assistant principals who devote more than 50% of their time to administrative duties, confidential employees, supervisory employees, essential employees, daily substitute teachers who do not teach for more than 30 working days for the same teacher, and such other employees excluded by law.

Section 3. School District. For the purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative(s).

Section 4. Shared Teacher. The term, "shared teacher," shall mean any teacher contracted by the School District and assigned duties in another school district.

Section 5. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV: SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights. The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. **The District commits to ensuring that a human decision maker retains the final authority in all employment related decisions.**

Section 2. School Board Responsibilities. The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the

School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.

Section 3. Effect of Rules and Regulations. The Exclusive Representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights. The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V: TEACHER RIGHTS

Section 1. Right to Join. Pursuant to the PELRA, every teacher employed by the School District shall have the right to freely organize, join, and support the Exclusive Representative for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection and shall have the right not to organize, join, and support the Exclusive Representative.

Section 2. Request for Dues Checkoff. Any teacher who is a member of the Exclusive Representative or who has applied for membership may sign and deliver to the School District an assignment authorizing the deduction from salary of membership dues for the Exclusive

Representative, including Education Minnesota and the National Education Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and October 1 of any year. Pursuant to such authorization, the School District shall deduct such dues in equal installments from each regular salary check of the teacher for the duration of the teacher's individual teaching contract year. Dues deductions will begin on October 1 and end on June 30 of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the annual teacher's individual teaching contract.

Section 3. Remittance. With respect to all sums deducted by the School District, the School District shall remit to the Exclusive Representative, within 10 calendar days, the total amount deducted. The School District shall annually provide a list of teachers for whom such deductions have been made. The Exclusive Representative agrees to advise the School District of all members of the Exclusive Representative in good standing and to furnish all information needed to fulfill the provisions of this section.

Section 4. Credit Union. Upon receipt of signed authorization from any teacher requesting such service, the School District agrees to deduct a fixed amount from each check as payment to a credit union or other institution of the teacher's choice.

Section 5. Mutual Funds. Upon receipt by the Business Office of signed authorization by September 1 and/or January 1, the School District agrees to deduct from the teacher's salary payment contributions to mutual fund investment companies or corporations as designated by the teacher.

Section 6. Personnel Files.

Subd. 1. Right to Review Files. Each teacher shall have the right, upon written request to the Superintendent, to review the contents of his/her own personnel file. This file will be made available within 24 hours, excluding holidays and weekends, of the request.

Subd. 2. Placing Material in Files. No material may be placed in a teacher's personnel file without allowing the teacher an opportunity to file his/her response to it, and said response shall become a part of said file in accordance with the procedures of Minnesota Statute (M.S.) 122A.40, Subd. 19, as amended.

Subd. 3. Copying Materials. Any teacher shall have the right to request a reproduction of any of the contents of his/her personnel file at the teacher's expense.

Subd. 4. Right to Destroy Files. The School District may destroy files as provided by law.

Section 7. Sharing. When the School District enters into an agreement to share a teacher with another School District, the teacher shall be covered by the provisions of this Master Agreement.

Section 8. Use of Buildings. The Exclusive Representative and its representatives shall have the right to use School District buildings for meetings provided that such use does not interrupt School District operations. When special custodial service is required, the School District may make a charge for it. No charge shall be made for use of available rooms on days when school is in session during the hours between 7:00 a.m. and 8:30 p.m.

Section 9. Agreement Copies. The official copy of the final Agreement will be archived in electronic format by the School District.

ARTICLE VI: BASIC SCHEDULES AND RATES OF PAY

Section 1. Status of Salary Schedule. The salary schedule shall not be construed as a part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, a teacher shall be compensated according to the current rate until a successor Agreement is fully ratified, and any change in compensation shall only be effective as of the date the successor Agreement is fully ratified. Upon the successor Agreement being ratified, salaries will be adjusted to reflect any increases in salary. Any salary amount not paid due to the successor Agreement being ratified after the previous Agreement expires will be paid retroactively from the start of the Agreement until the date that it was ratified. A part-time teacher's salary and benefits are pro-rated proportionally to the full-time equivalency of the teacher's assignment.

Section 2. 2025-2026 and 2026-2027 Salary Schedules. The wages and salaries reflected in APPENDIX A, attached hereto, shall be part of the Agreement. The lanes in APPENDIX A are based on semester credits.

Section 3. 2025-2026 and 2026-2027 Extra-Pay Schedules. The wages and salaries reflected in APPENDIX B1 and APPENDIX B2, attached hereto, shall be a part of the Agreement.

Section 4. Longevity. Teachers who have completed 10 – 19 consecutive years with the school district, and are on Step 16 of the Salary Schedule, receive an additional payment of \$500.00 to be distributed over 24 pay periods in a contract year. Teachers who have completed 20 or more years with the school district, and are on Step 16 of the Salary Schedule, an additional payment of \$1000.00 will be distributed over 24 pay periods in a contract year.

Section 5. Placement on Salary Schedule. The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

Subd. 1. College Credits. College credits used to change lanes on the salary schedule must have been earned from a college or university. If college credits earned by attending a workshop are to be used for lane change credits, the entire cost of the workshop, including registration fees and other expenses, except substitute teacher pay, must be reimbursed to the School District. In order to apply to salary schedule lane changes, credits must meet these criteria:

1. All credits must have prior, written approval from the Superintendent.
2. Master's program courses approved by the granting institution must be presented to the Superintendent for approval at the onset of the program.
3. All graduate credits must be germane to the teaching assignment, and the teacher must have received a grade of "B" or better.
4. Acceptability of credits in question will be determined by a review committee made up of the Teachers' Rights Representatives, Principals, and the Superintendent.
5. All credits beyond the master's lane must be graduate credits and be earned subsequent to the earning of the degree.

Subd. 2. Effective Date. Requests for changes in salary due to lane changes will require an official transcript as proof of successful completion of credit and must be submitted prior to February 1 and September 1. Approval of lane changes will be considered at the next regularly scheduled School Board meeting after the required official transcript of credit with final grade and a completed lane change application has been received by the Superintendent. Payment for the new lane change will be effective on February 1st, and September 1st if the request for the lane change is received prior to the respective date and the School Board approves the request even if the approval meeting comes after the designated date.

Subd. 3. Newly Hired Teachers. Newly hired teachers shall be placed on such step of the salary schedule as agreed between the School District and the teacher.

Subd. 4. Substitute Teachers. Rules for placement on the salary schedule shall not apply to substitute teachers. Daily substitute teachers shall be paid at a rate to be determined by the School Board. Long-term substitute teachers (those hired in excess of 30 days to replace the same teacher) shall be paid, on a pro-rated basis, based on “step A” of the “BA lane” of the salary schedule.

Section 6: Concurrent Enrollment Certification and Additional Licensure Credit

Reimbursement. An exception to Subd. 1, is teachers will be fully reimbursed for graduate credit tuition and required books for credits for up to 18 credits taken to acquire Concurrent Enrollment Certification to be qualified to teach Concurrent Enrollment Courses or for Additional Licensure as deemed needed by the Superintendent to teach courses outside of initial licensure. This incentive requires superintendent pre-approval and must meet the following criteria:

1. Which concurrent certification or additional licensure is being pursued, courses to be taken, timeline and at which higher education institution, and estimated tuition and book expenses for completion must be submitted to the superintendent.
2. The institution of choice must be the least expensive if multiple higher education institutions offer comparable programs as determined by the superintendent.
3. The area of certification or additional licensure must be an area of need for the district as determined by the superintendent.
4. The teacher must commit to teach in the District for no fewer than five years following the completion of the pre-approved program. If the teacher does not complete the program or make reasonable progress towards completion, or if the teacher leaves

employment with the district prior to program completion, the teacher shall reimburse the district for all expenses the district has paid.

- a. If the teacher leaves employment prior to completing five years of teaching after program completion, the teacher must pay 20% of the total amount the District paid for each year remaining of the five-year period after program completion.
- b. If the teacher voluntarily resigns and owes the District under any of these circumstances, a prompt re-payment plan must be mutually agreed upon by the teacher and superintendent, including withholding funds from final paychecks if no repayment plan is agreed upon prior to teacher's departure.
- c. If a teacher is placed on Unrequested Leave of Absence, any repayment will be waived for each year the teacher is on ULA. If the teacher is dismissed for cause, then full repayment will be owed as outlined in Section 6, 4a.

Reimbursement Process: Within six weeks after successful completion of a pre-approved course(s), the teacher must submit to the superintendent a transcript showing a 'C' or better for the course(s) and receipts to show the tuition costs and required book expenses the teacher paid. Notification will then be sent to the business office to disperse the correct reimbursement amount to the teacher, following board approval at the next Board Meeting.

Section 7. Pay Period. Teachers will be paid twice monthly per the pay schedule established by the District Business Office.

Section 8. Deductions. All deductions for partial absences will be made on the length of the workday and week. The daily rate, for purposes of calculating deductions, is 1/185th of the annual salary of the teacher.

Section 9. Emergency Duty. A teacher substituting in a study hall or classroom during his/her preparation period will be compensated at his/her hourly rate based on his/her annual salary, divided by 185 days, divided by 7.75 hours.

Section 10. Overload Pay. If a teacher is required to teach a class in lieu of their supplementary assignment(s) or a scheduled preparation time, the teacher shall be paid at their hourly rate for the number of minutes they were assigned to teach during their preparation time.

Section 11: Preparation Time If an alternative to the high school block schedule is implemented, all K-12 teachers will have an uninterrupted preparation time exclusive of supervisory duties each student day. Preparation time will be a ratio of no less than one minute of preparation time for six minutes of classroom/instructional contact time.

ARTICLE VII: INSURANCE

Section 1. Health and Hospitalization Insurance. The School District shall contract with an insurance carrier(s) to provide health and hospitalization insurance for each teacher and his/her eligible dependents as long as those teachers qualify for and are enrolled in the School District's group health and hospitalization plan. The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 1. Insurance. The School District will contribute an amount not to exceed \$625.00 per month for single health and hospitalization insurance coverage. The School District will contribute an amount not to exceed \$1200.00 per month for non-single health and hospitalization insurance coverage. In the event a married couple is employed by the School District, and one or both are teachers in the School District, and both are eligible to receive coverage, the married couple may combine and apply the two single

School District contributions toward one non-single coverage policy. The dollar amount applies to health and hospitalization insurance only.

Subd. 2. Hold Harmless. The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 3. Part-Time Proration. Part-time teachers may be eligible to participate in the School District's health and hospitalization insurance plan. The School District's contribution will be a pro-rated amount reflecting the ratio of the teacher's assignment to that of a full-time teacher. Participation eligibility is contingent upon acceptance by the insurance carrier.

Section 2. Disability Insurance. The School District shall provide disability insurance for each full-time teacher who qualifies for and is enrolled in the School District's group long-term disability insurance plan. Benefits shall be payable upon the 90th consecutive calendar day of disability.

Section 3. Dental Insurance. Employees may choose to participate in the district's group dental plan at the employee's expense.

Section 4. Continuation of Benefits. In the event that a teacher is absent because of illness or injury and has exhausted sick leave accrual, the above-mentioned fringe benefits shall continue throughout the balance of the school year.

Section 5. Policy Copies. The School District shall make available the insurance policies to each teacher covered by said insurance.

**ARTICLE VIII: TAX-SHELTERED ANNUITY MATCHING PROGRAM (PLAN A),
MINNESOTA STATE RETIREMENT SYSTEM HEALTH CARE SAVINGS PLAN
(PLAN B), AND MINNESOTA STATE RETIREMENT SYSTEM HEALTH CARE
SAVINGS PLAN - MANDATORY TEACHER CONTRIBUTIONS**

Section 1. Teachers Employed Beginning with the 1980-1981 School Year, Tax-Sheltered

Annuity Matching Program (Plan A). Teachers employed after the beginning of the 1980-1981 school year will be eligible to participate in the School District’s tax-sheltered annuity plan based up the following provisions.

Subd. 1. Participation. The School District will contribute up to \$885 annually paid in 2025-2026, and \$910 in 2026-2027 toward a tax-sheltered 403b annuity if this amount is matched or exceeded by a contribution from the individual teacher. In addition, the School District will make a contribution of \$250 per year into each Plan A teacher’s Minnesota State Retirement System Health Care Savings Plan.

Subd. 2. Annual Open Enrollment Dates for Plan A. The annual open enrollment dates for Plan B 403b participation or changes may occur at any time of each respective year.

Subd. 3. Participating Companies. To be an eligible 403b vendor, a signed “Information Sharing Agreement” must be on file between the School District and the vendor, in compliance with the Department of Treasury final regulations issued under Section 403(b) of the Internal Revenue Code Sections 1.403(b)-10(b)(1) and (2) effective January 1, 2009.

Subd. 4. Salary Deduction. The salary deduction for participation in the 403b program will be in equal installments for each pay period paid directly to the selected vendor through payroll deduction.

Subd. 5. Administration of Plan. The provisions of this section shall be administered in accordance with the School District policy for tax-sheltered annuities.

Subd. 6. Insurance Options for Retiring Teachers – (Plan A). Pursuant to M.S. 471.61, teachers who retire shall be eligible to remain in the School District's group health and hospitalization insurance program. Premiums shall be paid under the provisions of Subd. 7. below or at the teacher's own expense when sick leave days expire.

Subd. 7. Unused Sick Leave. Unused sick leave days may be converted into paid group health and hospitalization insurance at the following rate: for each 30 days of unused sick leave up to 300 days, the retired teacher shall be granted one year of School District contribution toward the retired teacher's group health and hospitalization insurance premium on the same basis (family or single) as at the time of his/her retirement; however, the School District's contribution shall be limited to no more than \$300 per month. Also, payment for any unused sick leave days, less those days converted into insurance, will be placed into the Minnesota State Retirement System Health Care Savings Plan at the rate of \$30.00 per day. Payment of this amount shall be in one payment on June 30th following the teacher's retirement.

Subd. 8. Health and Hospitalization Insurance Benefits Cease Upon Death. Benefits under this provision shall cease upon death of the teacher except when both husband and wife have been employed by the School District until retirement (and both have been eligible to receive insurance coverage), in which case the survivor will have continued coverage under the provisions of this article.

Subd. 9. Payments. If a teacher dies with a portion of his/her unused sick leave unpaid, the balance due shall be paid to the teacher's beneficiary, if any, otherwise to the teacher's estate.

Subd. 10. Unpaid, Unused Sick Leave Pay Allocated for Health and Hospitalization

Insurance. If a retired teacher dies before reaching the age of eligibility for Medicare, the unused days allocated for insurance shall be paid to the teacher's beneficiary, if any, otherwise to the teacher's estate.

Section 2. Teachers Employed Beginning with The 2001-2002 School Year, Minnesota State Retirement System Health Care Savings Plan (Plan B).

Subd. 1. Participation. For all teachers beginning employment with the School District under the 2001-2003 and subsequent Master Agreements, the School District will contribute up to \$885 annually paid in 2025-2026, and \$910 in 2026-2027, toward a tax-sheltered 403b annuity if this amount is matched or exceeded by a contribution from the individual teacher. In addition, the

School District will make a contribution of \$475 per year into the Minnesota State Retirement System Health Care Savings Plan. Teachers beginning employment with the School District on or after the beginning of the 2001-2002 school year are not eligible to participate in Plan A or Plan B.

Subd. 2. Participating Companies. To be an eligible 403b vendor, a signed "Information Sharing Agreement" must be on file between the School District and the vendor, in compliance with the Department of Treasury final regulations issued under Section 403(b) of the Internal Revenue Code Sections 1.403(b)-10(b)(1) and (2) effective January 1, 2009.

Subd. 3. Salary Deduction. The salary deduction for participation in the 403b program will be in equal installments for each pay period paid directly to the selected vendor through payroll deduction.

Subd. 4. Administration of Plan. The provisions of this section shall be administered in accordance with the School District policy for tax-sheltered annuities.

Subd. 5. Insurance Options for Retiring Teachers. Pursuant to M.S. 471.61, teachers who retire shall be eligible to remain in the School District's group health and hospitalization insurance program. Premiums shall be at the teacher's own expense.

Subd. 6. Unused Sick Leave. Upon retirement from the School District, payment for a teacher's unused sick leave days shall be placed into the Minnesota State Retirement System Health Care Savings Plan at the rate of \$30.00 per day. Payment of this amount shall be in one payment on June 30th following the teacher's retirement.

Section 3. Minnesota State Retirement System Health Care Savings Plan - Mandatory

Teacher Contributions. Teachers will be required to contribute a set amount to a Minnesota State Retirement System Health Care Savings Plan.

Subd. 1. Category 1. Teachers hired on or after September 1, 1990, and before September 1, 1998, will contribute \$50 per month to a Minnesota State Retirement System Health Care Savings Plan.

Subd. 2. Category 2. Teachers hired on or after September 1, 1998, and before September 1, 2001, will contribute \$45 per month to a Minnesota State Retirement System Health Care Savings Plan.

Subd. 3. Category 3. Teachers hired on or after September 1, 2001, will contribute \$35 per month to a Minnesota State Retirement System Health Care Savings Plan.

Subd. 4. Hold Harmless. The School District’s only obligation is to deduct such amounts as designated in this section and to deposit such amounts in the individual teacher’s designated Minnesota State Retirement System Health Care Savings Plan. No claim shall be made against the School District as a result of a determination that the above categories are not legal.

ARTICLE IX: LEAVES OF ABSENCE

Section 1. Sick and Safe Leave. “Sick and safe leave” shall be defined as any absence due to an illness and/or debilitating condition as defined in MN Statute.

Subd. 1. Number of Days per Year. All teachers shall earn between 6 and 9 days of sick leave each year of employment in the School District (see Section 4. Personal Leave). A “day” will be interpreted to mean the teacher's workday. One additional day shall be earned for each month employed beyond the regular school year.

Subd. 2. Accumulation. Accumulation of unused sick leave days shall be unlimited. Each teacher shall view their balances available in SMART ER.

Subd. 3. Sick and Safe Leave Pay. “Sick and Safe leave” with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to an illness or debilitating condition, or medical related appointment which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 4. Sick and Safe Leave Hours Used Deducted from Accrued Days. Sick and Safe Leave allowed shall be used in 15-minute increments, and will be deducted from the accrued sick leave days earned by the teacher.

Subd. 5. Sick and Safe Leave Approval. Sick and safe leave shall be requested via a leave request entry into Frontline Absence Management. Requests being made on the

morning of a student contact day must also include a direct communication with the building Principal via text message, phone call or email. Requests made after 7:00 am should be avoided except in rare circumstances.

Subd. 6. Use of Sick and Safe Leave without Salary Deduction. Sick and Safe leave with pay shall be allowed whenever a teacher's absence is found to have been due to the teacher's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. A teacher may use his/her accumulated sick leave pursuant to M.S. 181.9413.

Subd. 7. Medical Certificate. The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 8. Sick Leave Bank Committee. At the beginning of each school year, the Exclusive Representative will elect a sick leave bank committee. At that time, all nonparticipating teachers who wish to participate in the established sick leave bank will be assessed one day of sick leave. Participating teachers who exhaust their personal, accumulated sick leave allowance due to an extended illness may be allowed necessary withdrawals from the common bank. The sick leave committee shall have the power to accept or reject any requests for additional sick leave days. Every teacher requesting sick leave from the bank must wait five days before receiving any sick leave. If at any time during the school year the bank does not contain sufficient days, each participating teacher must contribute one more sick leave day. A participating teacher who has utilized sick leave credit from the sick leave bank shall repay those days credited. The first year

following a withdrawal, a teacher shall repay four days. In the following years, the indebted teacher may not accumulate more than 10 days until his/her debt to the bank is paid in full. A teacher may withdraw from participation in the sick leave bank at the beginning of any school year. In case of such withdrawal, a teacher's contributed days will remain in the bank. In order to qualify for use of days from the sick leave bank, an illness must meet the following criteria:

1. be a personal illness - not family illness or bereavement leave;
2. surgery must be of an emergency nature;
3. repayment of sick leave bank days following voluntary resignations will be determined on a case-by-case basis by a committee consisting of the sick leave bank chair, the president of the Exclusive Representative, and the Superintendent, or their representatives.

Section 2. Workers' Compensation. Pursuant to M.S. Chapter 176, a teacher injured on the job in the employment of the School District and collecting workers' compensation insurance may draw sick and safe leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Bereavement Leave. Bereavement leave shall be granted to all teachers without salary deduction. The days used, however, shall be deducted from the teacher's accumulated sick and safe or personal leave as determined by the teacher. The exact number of days will be determined by the Superintendent.

Section 4. Personal Leave

A. At the start of the school year, teachers who have:

Fewer than 5 completed years in the District:

- Receive 9 Sick Leave days and 3 Personal Leave Days

- May carry over 3 Personal Days to a maximum of 6

5-9 completed years in the District:

- Receive 7 Sick Leave days and 5 Personal Days
- May carry over up to 2 Personal Days to following year to a max of 7

10+ years completed in the district:

- Receive 6 Sick Leave days and 6 Personal Leave Days
- May carry over up to 2 Personal Days to following year to a max of 8

Subd. 1. Usage. Personal leave must be taken in $\frac{1}{4}$ day increments and requested via Frontline Absence Management. No more than three teachers in the district may use Personal Leave each day.

Subd. 2. Prior Approval. Requests for up to 2 days of personal leave must be requested at least two working days in advance of the leave. Requests of three or more consecutive days require two months of prior notice and Principal approval.

Subd. 3. Banked Personal Leave. If personal leave days are not used by the teacher, he/she may elect to have the day(s) either banked in a personal leave account (per max days listed above) or deposited into his/her sick leave at the rate of one day per each unused personal leave day remaining. Once a teacher has banked days, he/she may take up to 5 days in succession if he/she so chooses with the same conditions as outlined in Subds. 1. and 2. and 3. above. A teacher is limited to using five consecutive days of personal leave to one time every two years.

Subd. 4. Days that Personal Leave is Not Allowed. Personal leave may not be used on days that parent/teacher conferences are scheduled.

Subd. 5. Personal Leave with Pay Deduction. Teachers who elect to take Personal Days without pay must have prior administrative approval. If a teacher is approved for a day of payroll deduction to accommodate a leave request, and the district's substitute teacher costs exceed the teacher's payroll deduction, the teacher will receive an additional deduction in a subsequent payroll for the difference.

Subd. 6. Personal Leave Buy Back. At the teacher's written request, the School District will buy back up to four (4) days of unused personal leave at the end of the school year and pay the teacher at the current rate of pay for a substitute teacher per day.

Subd. 7. Available to Request. Personal and sick and safe leave days will be credited at the start of the school year (Wednesday prior to the 1st day of workshops.) Teachers with carry over days from the prior year may request approval for leave beginning July 1st.

Section 5. Organization Office Leave. An unpaid leave of absence of up to one year shall be granted to any full-time teacher upon written application to the Superintendent for the purpose of serving as an officer of Education Minnesota or the National Education Association or on its staff. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he/she had prior to the taking of this leave unless previously discharged or placed on unrequested leave of absence. By April 1 of the year in which the leave is being taken, the teacher must notify the School Board in writing of his/her intent to return or not to return. Failure to notify shall constitute automatic termination.

Section 6. Public Office Leave. An unpaid leave of absence, not to exceed the term of the office, shall be granted to any full-time teacher, upon written application, for the purpose of serving in a public office. Upon return from such leave, a teacher shall be placed at the same

position on the salary schedule and shall maintain the same fringe benefits as he/she had prior to taking this leave unless previously discharged or placed on unrequested leave of absence.

Section 7. Child Care Leave.

Subd. 1. Unpaid Child Care Leave. An unpaid childcare leave may be granted by the School District, subject to the provisions of this section, to one teacher-parent of a child, provided such parent is caring for an infant child on a full-time basis.

Subd. 2. Written Notice to Superintendent. A teacher making application for childcare leave shall inform the Superintendent in writing of the intention to take the leave at least three calendar months before commencement of the intended leave unless otherwise approved in writing by the Superintendent.

Subd. 3. Pregnancy Leave, Use of Sick Leave. If the reason for childcare leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during the period of physical disability. However, a teacher shall not be eligible for sick leave during the period of time covered by the childcare leave. A pregnant teacher will also provide, at the time of application, a statement from her physician indicating the expected date of delivery. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as she had prior to taking this leave unless previously discharged or placed on unrequested leave of absence.

Subd. 4. Child Care Leave for Adoption. The School District shall grant childcare leave of up to one year to any teacher who makes a written application for such leave for adoption. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he/she had prior to

taking this leave unless previously discharged or placed on unrequested leave of absence.

Subd. 5. Beginning or Ending Time Adjustments. The School District may adjust the proposed beginning or ending date of a childcare leave so that the dates of the leave are coincident with the closest natural break in the school year - i.e., winter vacation, spring vacation, semester break, or quarter break, end of a grading period, end of the school year. The availability of a substitute teacher may also be considered by the School District.

Subd. 6. Child Care Leave Limits. In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:

1. grant any leave more than 12 months in duration;
2. permit the teacher to return to employment prior to the date designated in the request for childcare leave.

Subd. 7. Assignment upon Return. A teacher returning from childcare leave shall be assigned to the position which he/she left if he/she returns during the school year in which the leave was granted unless previously discharged or placed on unrequested leave of absence.

Subd. 8. Failure to Indicate Intent to Return. Failure of the teacher to indicate his/her intent to return by April 1 of the year in which the leave is being taken shall constitute grounds for termination. The School District and the teacher may mutually agree in writing to an extension in the leave.

Subd. 9. Experience Credit Maintained. A teacher who returns from childcare leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement

at the commencement of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 10. Reimbursement of Insurance Premiums. A teacher who takes leave under this section for the reason of caring for an infant child who exceeds six weeks of age shall reimburse the School District for the insurance premiums starting in the seventh week and beyond. The teacher must notify the School District prior to the start of the fifth week of disability if he/she plans to take childcare leave after the six-week period of disability.

Section 8. Military Leave. Military leave shall be granted pursuant to applicable law.

Section 9. Sabbatical Leave. A sabbatical leave of absence for up to a year may be granted to teachers who are presently teaching full-time, subject to School Board approval, for the purpose of professional advancement or travel, subject to the following conditions.

Subd. 1. Eligibility Requirement. In order to be eligible for sabbatical leave, a teacher must have taught full-time in the School District for at least six full years.

Subd. 2. Required Credit Hours. If sabbatical leave is granted for the purpose of study at the master's degree level, the teacher must complete at least 12 credit hours of work during each semester for which the leave is granted. Work beyond the master's degree requires at least nine credit hours each semester.

Subd. 3. Travel Itinerary. If the sabbatical leave is granted for the purpose of travel, the itinerary must be approved in writing by the Superintendent before the leave will be granted.

Subd. 4. Application Timeline. A written application for sabbatical leave must be submitted on or before February 1 for leave taking effect during the next school year. The School Board will render a decision concerning the request for sabbatical leave on or

before the regularly scheduled March School Board meeting. The applicant will receive written confirmation of the School Board's decision within three working days of that decision. Sabbatical leave may also be granted to teachers under unique circumstances upon approval of the School Board.

Subd. 5. One Teacher at a Time. Only one teacher may be on sabbatical leave at any time.

Subd. 6. Sabbatical Leave Pay. The pay granted to a teacher on sabbatical leave shall be one-half the pay which would have been received by the teacher had he/she remained in his/her position.

Subd. 7. Criteria for Selecting Candidates. In order that all applicants be given equal consideration and in case the number of requests exceeds the limitations, the School Board agrees to use the following criteria in selecting the candidates for sabbatical leave:

1. the merit of the objectives as they relate to improving the instructional program;
2. years of teaching experience in the School District;
3. previous leaves;
4. distribution of applicants by schools;
5. evidence of acceptance of the teacher's program or project by the institution offering the advance study, research, or itinerary;

Subd. 8. Post-Leave Obligation. A teacher who is granted sabbatical leave must pledge himself/herself to return to his/her former position with the School District for a period of at least two years following termination of the leave. If the teacher's service is discontinued for any reason other than the teacher's incapacity to teach before the expiration of the two years, he/she shall pay back to the School District a pro-rata of the sabbatical pay received.

Subd. 9. Experience Credit Maintained. Unless previously discharged or placed on unrequested leave of absence, a teacher, upon return from sabbatical leave, shall be restored to his/her former position or a position of like nature and status and shall be continued at the same position on the salary schedule as if he/she had taught in the School District during such period. He/she shall maintain tenure and insurance benefits, accumulated sick leave, and all other accrued benefits provided in this Agreement.

Section 10. Exclusive Representative Leave. The Exclusive Representative shall be credited with six days during the two-year Agreement term, with no more than five days to be used in any one year. The number of days shall not accumulate from one two-year Agreement term to another. The teachers who are officers or agents of the Exclusive Representative may use these days, with pay. Written request for such leave days shall be made through the president of the Exclusive Representative. The Exclusive Representative agrees to notify the Superintendent in writing no less than 48 hours prior to the date of intended use of such days. The Exclusive Representative will be responsible for reimbursing the School District all costs associated with hiring a substitute for a teacher taking this leave.

Section 11. Study Leaves. An unpaid leave of absence of up to one year shall be granted to any full-time teacher who has at least 5 years of full-time teaching service in the School District, upon written application to the Superintendent, for the purpose of engaging in study at a college or university related to his/her teaching responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he/she had prior to taking this leave unless previously discharged or placed on unrequested leave of absence. Failure of the teacher to indicate his/her intent to return by April 1 of the year in which the leave is being taken shall constitute grounds for termination.

Section 12. Jury Duty. Any teacher who is called to serve jury duty for a municipal, county, state, or federal court shall be provided leave with pay for each day of required jury duty service. The teacher shall notify the School District of the dates of pending absence following notice of jury duty service. The teacher shall reimburse the School District any compensation paid by the court for jury duty service during days of actual employment, except that the teacher shall retain any mileage and meal allowance paid by the court.

Section 13. Retirement and Resignation. If a teacher submits an intent to resign or retire on or after July 1 for the upcoming or current school year the following will occur:

- Resignation will not be accepted until the pending hire of suitable replacement.
- There will be no reimbursement of remaining Personal Leave and a prorated amount will be given for Personal Leave for the current year.
- A payment of \$1000 will be taken as a payroll deduction to cover costs for administrative time and advertising of position.

Section 14. Emergency Leave. Teachers have personal leave to use to take care of personal business. The School District recognizes that from time to time a teacher may have to deal with emergencies that occur in his/her life.

Subd. 1. Number of Days per Year. Teachers may be granted a leave of no more than two (2) days per year for situations that require immediate personal attention and which cannot be addressed outside of the teacher's workday. The days will be deducted from the teacher's sick leave.

Subd. 2. Emergency Leave Approval. An emergency leave may be granted by the teacher's immediate supervisor subject to review by the Superintendent. The

Superintendent reserves the right to make the final decision to grant or deny the request for leave. If denied, pay for that time will be deducted at the next pay period.

Subd. 3. Extended Use. If the teacher does not have any personal leave days banked, yet continues to need to take emergency leave days, he/she can use a sick leave day from their banked sick leave. If the teacher has to use his/her accumulated sick leave to cover an emergency leave, four additional sick leave days will be deducted for each additional absence.

ARTICLE X: HOURS OF SERVICE

Section 1. Building Hours. The basic workday for teachers is 7:30 am to 3:15 pm, except for parent-teacher conferences and teacher workshops. Teachers may leave at 3:00 pm on the last workday of the week. Teachers will be available to students during these hours.

Section 2. Lunch Period. All teachers shall be entitled to a duty-free lunch period of 30 minutes unless a special schedule is in place.

Section 3. Extra Time. Part-time teachers whose required attendance exceeds their contracted employment time shall be compensated for the extra time at their contracted hourly rate of pay.

Section 4. Additional Activities. In addition to the basic school day, teachers shall be required to participate in School District activities beyond the basic teacher's day. This participation shall include a share of extra-curricular, co-curricular, and supervisory activities, as determined by the School District.

Section 5. Special Education Individual Educational Plans (IEP) Meetings. Special education teachers who are required to organize and write annual IEP's and conduct annual IEP meetings outside the normal school day will receive hourly compensation up to twenty hours of extra pay per school year.

ARTICLE XI: LENGTH OF THE SCHOOL YEAR

Section 1. Length of the School Year. The number of teacher duty days shall be 185. The site teams will be involved in the calendar development and any modifications that may emerge during the school year.

ARTICLE XII: GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A "grievance" shall mean any allegation by the Exclusive Representative or a teacher that a violation, misinterpretation, or misapplication of the terms and conditions of employment insofar as such matters are contained in the Agreement has occurred.

Section 2. Representation. Any person(s) or agent(s) designated by such party to act in the party's behalf may represent the teacher, Exclusive Representative, administrator, or School Board during any step of the procedure.

Section 3. Definitions and Interpretations.

Subd. 1. Time Limits. Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days Defined. Reference to "days" regarding time periods in this procedure shall refer to working days. A "working day" is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computing Time Periods. In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in

which event the period runs until the end of the next day, which is not a Saturday, a Sunday, or a legal holiday.

Section 4. Time Limitation and Waiver. Grievances shall not be valid for consideration unless they are submitted in writing to the School District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated, and the particular relief sought within 20 days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School District's designee. Once a grievance is initiated, it shall be continued until resolved. No grievance shall be initiated after the last day of school.

Section 5. Procedures. Resolving problems through free and informal communications is usually most desirable. When requested by either the teacher or his/her supervisor, the building grievance representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and/or the teacher, then a grievance may be processed as follows:

Subd. 1. Level 1. If the grievance is not resolved in the informal meeting, the teacher or the Exclusive Representative must present the grievance in writing, within five days, to the building principal who will then arrange a meeting within five days. The Exclusive Representative or teacher and the building principal shall be present for the meeting. The principal must provide the aggrieved teacher and the Exclusive Representative with a written answer to the grievance within five days.

Subd. 2. Level 2. If the grievance is not resolved in Level 1, the teacher and/or the

Exclusive Representative must present the grievance, in writing, within five days, to the Superintendent who will then arrange a meeting within five days. The teacher and/or the Exclusive Representative and the Superintendent shall be present at the meeting. The Superintendent must provide the aggrieved teacher with a written answer to the grievance within five days.

Subd. 3. Level 3. If the grievance is not resolved in Level 2, then the Exclusive Representative and/or teacher shall refer the grievance to the School Board within five days. The Superintendent shall arrange for a meeting between the Exclusive Representative and/or teacher and the School Board or its representative(s) to take place within 15 days of the receipt of the appeal. Each party shall have the right to include in its representation appropriate witnesses and counselors to develop facts pertinent to the grievance. Upon conclusion of the hearing, the School Board will have five days in which to provide its written decision to the teacher.

Subd. 4. Level 4. If either party is not satisfied with the disposition of the grievance at Level 3 or the Level 3 time limits expire without the issuance of the School Board's written answer, then the Exclusive Representative and/or teacher may submit the grievance to final and binding arbitration under the rules of the PELRA. The arbitrator shall act as the administrator of the proceedings. If a demand for arbitration is not filed within 30 days after the date for the School Board's Level 3 reply, the grievance will be deemed withdrawn. Both parties agree to be bound by the award of the arbitrator.

Subd. 5. Arbitration Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in

arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 6. Extending Timelines. The timelines provided in this article shall be strictly observed but may be extended by written, mutual agreement of the School Board and the Exclusive Representative.

Subd. 7. Reprisals. No reprisals of any kind will be taken by the School District against any teacher because of participation in the grievance procedure or by the teacher or Exclusive Representative against the School District or its employees.

Section 6. School Board Review. The School Board reserves the right to review any decision issued under Level 1 and Level 2 of this procedure provided the School Board or its representative(s) notifies the parties of the intention to review within 10 days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

ARTICLE XIII: UNREQUESTED LEAVE OF ABSENCE (ULA), SENIORITY, AND SEVERANCE

Section 1. ULA. The School Board may place on ULA, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 2. Assignability. In the event a teacher's assignment or responsibilities are to be changed or eliminated, efforts will be made to place that teacher in another position for which he/she is qualified. Reductions in the number of teachers will be made on the basis of seniority, provided

the teacher is certified for the position. Rehiring will be based on a reversal of the above procedure; i.e., the last dismissed will be the first rehired.

Section 3. Seniority List. The School District will furnish a seniority list of all continuing contract teachers to the Exclusive Representative on or before January 1st of each school year. The seniority list will then be the order in which continuing contract teachers are placed on ULA. In the case of ties, the following criteria will be used:

1. number of years of teaching in the School District;
2. full-time senior over part-time;
3. School District evaluation;
4. total continuous teaching time;
5. number of extra duties;
6. number of areas of certification;

Section 4. Severance. Continuing contract teachers placed on ULA will be offered severance pay as determined by the amount of unused sick leave with a maximum not to exceed 100 days. Those teachers who accept severance under this section are not eligible for recall from ULA and shall be considered terminated.

Subd. 1. Qualification. Severance pay for ULA referred to in Section 4. above will be paid to any continuing contract teacher upon acceptance of the severance pay offer.

Subd. 2. Computation. Payment for each unused sick day will be based upon 1/185th of the teacher's annual salary per day of qualifying sick leave.

Subd. 3. Payment. Severance pay shall be in one payment on June 30th following placement on ULA, and acceptance of the severance pay offer, into the teacher's Minnesota State Retirement System Health Care Savings Plan. If a teacher dies before severance is paid out it shall be paid to the teacher's beneficiary, if any, otherwise to the teacher's estate.

ARTICLE XIV: PROFESSIONAL VISITATION

Upon written request to and approval by the School District Staff Development Committee, teachers shall be allowed up to two days of release time for classroom visitation and school observation. Upon written request, teachers shall be reimbursed for appropriate expenses. Substitutes, when necessary, shall be provided by the School District.

ARTICLE XV: DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2027, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend conditions of the Agreement commencing on July 1, 2027, it shall give written notice of such intent to the other party no later than May 1, 2027. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Severability. The provisions of this Agreement shall be severable, and, if any provision of this Agreement or the application of any provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any other provision.

APPENDIX A1

2025-2026 Salary Schedule

2025-2026	Salary Schedule							
STEP	BA	BA+10	BA+20	BA+30*	BA+40**/MA	BA+50***/MA+10	MA+20	MA+30
1	48,794	49,413	50,777	51,610	52,230	52,850	53,471	54,091
2	49,787	50,407	52,020	52,976	53,594	54,214	54,836	55,456
3	50,282	50,903	52,888	53,844	55,271	55,890	56,510	57,130
4	51,275	51,895	54,254	55,209	56,635	57,255	57,875	58,494
5	52,516	53,136	55,741	56,696	58,122	58,744	59,364	59,984
6	53,632	54,254	57,105	58,061	59,487	60,108	60,727	61,350
7	54,749	55,368	58,470	59,425	60,852	61,472	62,094	62,713
8	55,989	56,486	59,835	60,790	62,248	62,868	63,489	64,108
9	55,989	57,726	61,324	62,248	63,705	64,327	64,946	65,567
10	55,989	57,726	61,324	63,830	65,163	65,784	66,404	67,025
11	55,989	57,726	61,324	63,830	66,622	67,241	67,863	68,482
12	55,989	57,726	61,324	63,830	68,203	68,699	69,320	69,940
13	56,795	58,532	62,130	64,636	69,258	71,367	71,987	72,607
14	56,795	58,532	62,130	64,636	69,258	71,367	71,987	72,607
15	56,795	58,532	62,130	64,636	69,258	71,367	71,987	72,607
16	56,795	58,532	62,130	64,636	73,687	75,796	76,415	77,036

Appendix A2

2026-2027 Salary Schedule

2026-2027	Salary Schedule							
STEP	BA	BA+10	BA+20	BA+30*	BA+40**/MA	BA+50***/MA+10	MA+20	MA+30
1	50,307	50,945	52,352	53,210	53,849	54,488	55,129	55,768
2	51,330	51,970	53,632	54,618	55,255	55,895	56,536	57,175
3	51,841	52,481	54,527	55,513	56,984	57,623	58,262	58,901
4	52,864	53,504	55,936	56,920	58,391	59,030	59,669	60,308
5	54,144	54,783	57,469	58,453	59,924	60,565	61,205	61,844
6	55,294	55,936	58,875	59,861	61,331	61,972	62,610	63,251
7	56,446	57,085	60,283	61,267	62,739	63,378	64,019	64,657
8	57,725	58,237	61,690	62,675	64,178	64,817	65,457	66,096
9	57,725	59,516	63,225	64,178	65,680	66,321	66,959	67,600
10	57,725	59,516	63,225	65,809	67,183	67,823	68,463	69,102
11	57,725	59,516	63,225	65,809	68,687	69,325	69,967	70,605
12	57,725	59,516	63,225	65,809	70,317	70,829	71,469	72,108
13	58,556	60,346	64,056	66,640	71,404	73,579	74,218	74,858
14	58,556	60,346	64,056	66,640	71,404	73,579	74,218	74,858
15	58,556	60,346	64,056	66,640	71,404	73,579	74,218	74,858
16	58,556	60,346	64,056	66,640	75,971	78,146	78,784	79,425

- Teachers with less than 10 years of experience to the District through the end of the 2012-2013 school year may advance to Lane BA+30. Advancing beyond the Lane BA+30 will require a preapproved Master’s Degree and the appropriate number of approved graduate credits to advance lanes
- Teachers with 10 or more years of service to the District through the end of the 2012-2013 school year may advance to Lane BA+40 upon earning the required number of preapproved credits. Advancing beyond Lane BA+40 will require a preapproved Master’s Degree and the appropriate number of preapproved graduate credits to advance lanes.
- Teachers that attained Lane BA+20 prior to the end of the 2012-2013 school year may continue to advance to Lane BA+50 upon earning the required number of preapproved credits.

APPENDIX B1

Extra Pay Schedule 2025-2026						
		1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
A.	Head Coach	\$4,275	\$4,405	\$4,667	\$4,804	\$5,102
	Football	\$4,275	\$4,405	\$4,667	\$4,804	\$5,102
	Volleyball	\$4,275	\$4,405	\$4,667	\$4,804	\$5,102
	Basketball, Girls and Boys	\$4,275	\$4,405	\$4,667	\$4,804	\$5,102
	Wrestling	\$4,275	\$4,405	\$4,667	\$4,804	\$5,102
B.	Head Coach *					
	Cross Country	\$3,884	\$4,077	\$4,405	\$4,543	\$4,804
	Baseball	\$3,884	\$4,077	\$4,405	\$4,543	\$4,804
	Boys Golf	\$3,884	\$4,077	\$4,405	\$4,543	\$4,804
	Girls Golf	\$3,884	\$4,077	\$4,405	\$4,543	\$4,804
	Boys Track	\$3,884	\$4,077	\$4,405	\$4,543	\$4,804
	Girls Track	\$3,884	\$4,077	\$4,405	\$4,543	\$4,804
	Softball	\$3,884	\$4,077	\$4,405	\$4,543	\$4,804
	Dance Line	\$3,884	\$4,077	\$4,405	\$4,543	\$4,804
	* In the case of combined boys and girls teams the head coach will be paid as a head coach from Section A above.					
C.	Assistant Coach, Varsity, B Squad, 9th					
	Football	\$2,693	\$2,932	\$3,153	\$3,351	\$3,619
	Volleyball	\$2,693	\$2,932	\$3,153	\$3,351	\$3,619
	Basketball, Girls and Boys	\$2,693	\$2,932	\$3,153	\$3,351	\$3,619
	Wrestling	\$2,693	\$2,932	\$3,153	\$3,351	\$3,619
D.	Assistant Coach					
	Cross Country	\$2,601	\$2,824	\$3,022	\$3,259	\$3,481
	Baseball	\$2,601	\$2,824	\$3,022	\$3,259	\$3,481
	Boys Golf	\$2,601	\$2,824	\$3,022	\$3,259	\$3,481
	Girls Golf	\$2,601	\$2,824	\$3,022	\$3,259	\$3,481
	Boys Track	\$2,601	\$2,824	\$3,022	\$3,259	\$3,481
	Girls Track	\$2,601	\$2,824	\$3,022	\$3,259	\$3,481
	Softball	\$2,601	\$2,824	\$3,022	\$3,259	\$3,481
	Super Mileage Advisor	\$2,601	\$2,824	\$3,022	\$3,259	\$3,481
E.	Play Director 9-12	\$1,996	\$2,138	\$2,265	\$2,431	\$2,561
	Musical Director	\$1,996	\$2,138	\$2,265	\$2,431	\$2,561
	School Yearbook Advisor	\$1,996	\$2,138	\$2,265	\$2,431	\$2,561
	Dance Line Assistant	\$1,996	\$2,138	\$2,265	\$2,431	\$2,561
	Football, Jr. High Coach, 7 th & 8 th	\$1,996	\$2,138	\$2,265	\$2,431	\$2,561
	Volleyball, Jr. High Coach, 7 th & 8 th	\$1,996	\$2,138	\$2,265	\$2,431	\$2,561
	Basketball, Coach G and B, 7 th & 8 th	\$1,996	\$2,138	\$2,265	\$2,431	\$2,561
	Wrestling, Jr. High Coach, 7 th & 8 th	\$1,996	\$2,138	\$2,265	\$2,431	\$2,561
F.	Cross Country, 7 th & 8 th	\$1,904	\$2,029	\$2,138	\$2,294	\$2,431
	Baseball, 7 th & 8 th	\$1,904	\$2,029	\$2,138	\$2,294	\$2,431
	Boys Golf, 7 th & 8 th	\$1,904	\$2,029	\$2,138	\$2,294	\$2,431
	Girls Golf, 7 th & 8 th	\$1,904	\$2,029	\$2,138	\$2,294	\$2,431

	Boys Track, 7 th & 8 th	\$1,904	\$2,029	\$2,138	\$2,294	\$2,431
	Girls Track, 7 th & 8 th	\$1,904	\$2,029	\$2,138	\$2,294	\$2,431
	Softball, 7 th & 8 th	\$1,904	\$2,029	\$2,138	\$2,294	\$2,431
	9-12 Student Council	\$1,904	\$2,029	\$2,138	\$2,294	\$2,431
	Junior/Senior High Math League	\$1,904	\$2,029	\$2,138	\$2,294	\$2,431
	Academic Triathlon	\$1,904	\$2,029	\$2,138	\$2,294	\$2,431
G.	Junior High Play Director, 7 th & 8 th	\$1,699	\$1,809	\$1,935	\$2,029	\$2,138
	One Act Play Director	\$1,699	\$1,809	\$1,935	\$2,029	\$2,138
	Speech Director	\$1,699	\$1,809	\$1,935	\$2,029	\$2,138
	Future Farmers of America (FFA) (4/yr)	\$6,796	\$7,236	\$7,740	\$8,116	\$8,552
	Musical – Orchestra	\$1,699	\$1,809	\$1,935	\$2,029	\$2,138
	Musical – Vocal	\$1,699	\$1,809	\$1,935	\$2,029	\$2,138
	Knowledge Bowl	\$1,699	\$1,809	\$1,935	\$2,029	\$2,138
	Jazz Band	\$1,699	\$1,809	\$1,935	\$2,029	\$2,138
	National Honor Society	\$1,699	\$1,809	\$1,935	\$2,029	\$2,138
	Speed/Strength/Agility Coordinator (4/yr)	\$1,669	\$1,809	\$1,935	\$2,029	\$2,138
H.	Assistant Speech	\$1,150	\$1,220	\$1,298	\$1,358	\$1,426
	HOSA	\$1,150	\$1,220	\$1,298	\$1,358	\$1,426
	Fall Play Assistant Director	\$1,150	\$1,220	\$1,298	\$1,358	\$1,426
	JH Play Assistant Director	\$1,150	\$1,220	\$1,298	\$1,358	\$1,426
	Musical Assistant Director	\$1,150	\$1,220	\$1,298	\$1,358	\$1,426
	One Act Play Assistant Director	\$1,150	\$1,220	\$1,298	\$1,358	\$1,426
	Musical – Choreography	\$862				
	Musical – Pianist	\$862				
	Senior Class Advisors	\$862	To be divided amongst advisors			
	Prom Advisors	\$862	To be divided amongst advisors			
	Student Council Advisor, 7 th & 8 th	\$862	To be divided amongst advisors			
	Hourly Rates					
	New Teacher Mentor Program Facilitator	\$31.53				
	After School Student Academic Support	\$31.53				
	On-Site Staff Development Trainers	\$31.53				
	Summer School Instruction	Teacher's hourly rate of pay from school year just completed				
	Home Bound Instruction	\$31.53				
	CEU Coordinator	\$31.53				
	Curriculum Development	\$31.53				
	Academic Competitions	\$18.02	e.g., Math Wizards, History Day, etc.			
	Attend Staff Development outside of school hours	\$20.00				
	Per Event Fees					
	Band Activity Events	\$53.00/event				
	Head Supervision	\$75.00/event				
	Assistant Supervision	\$37.50/event				
	Supervision/Bus Chaperone	\$32.75/event				
	Time Keeping (Varsity and JV equal one event)	\$32.75/event				
	Officiating Single Event	\$30	This schedule is for the following:			

Officiating Second Event	\$25	7 th , 8 th & 9 th FB; 7 th , 8 th , & 9 th Basketball; 7 th , 8 th & 9 th Volleyball; Line Judge JV and Varsity VB; JH, B Softball & Baseball
Officiating Third Event	\$20	
Concurrent Enrollment	\$500	Per course section
Multi-Grade K-5 Classroom Teaching	\$500	Per Semester
Extended employment when contracted ahead of time will be pro-rated on nine-month salary		

Appendix B2						
Extra Pay Schedule 2026-2027						
		1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
A.	Head Coach	\$4,525	\$4,655	\$4,917	\$5,054	\$5,352
	Football	\$4,525	\$4,655	\$4,917	\$5,054	\$5,352
	Volleyball	\$4,525	\$4,655	\$4,917	\$5,054	\$5,352
	Basketball, Girls and Boys	\$4,525	\$4,655	\$4,917	\$5,054	\$5,352
	Wrestling	\$4,525	\$4,655	\$4,917	\$5,054	\$5,352
B.	Head Coach *					
	Cross Country	\$4,134	\$4,327	\$4,655	\$4,793	\$5,054
	Baseball	\$4,134	\$4,327	\$4,655	\$4,793	\$5,054
	Boys Golf	\$4,134	\$4,327	\$4,655	\$4,793	\$5,054
	Girls Golf	\$4,134	\$4,327	\$4,655	\$4,793	\$5,054
	Boys Track	\$4,134	\$4,327	\$4,655	\$4,793	\$5,054
	Girls Track	\$4,134	\$4,327	\$4,655	\$4,793	\$5,054
	Softball	\$4,134	\$4,327	\$4,655	\$4,793	\$5,054
	Dance Line	\$4,134	\$4,327	\$4,655	\$4,793	\$5,054
* In the case of combined boys and girls teams the head coach will be paid as a head coach from Section A above.						
C.	Assistant Coach, Varsity, B Squad, 9th					
	Football	\$2,943	\$3,182	\$3,403	\$3,601	\$3,869
	Volleyball	\$2,943	\$3,182	\$3,403	\$3,601	\$3,869
	Basketball, Girls and Boys	\$2,943	\$3,182	\$3,403	\$3,601	\$3,869
	Wrestling	\$2,943	\$3,182	\$3,403	\$3,601	\$3,869
D.	Assistant Coach					
	Cross Country	\$2,851	\$3,074	\$3,272	\$3,509	\$3,731
	Baseball	\$2,851	\$3,074	\$3,272	\$3,509	\$3,731
	Boys Golf	\$2,851	\$3,074	\$3,272	\$3,509	\$3,731
	Girls Golf	\$2,851	\$3,074	\$3,272	\$3,509	\$3,731
	Boys Track	\$2,851	\$3,074	\$3,272	\$3,509	\$3,731
	Girls Track	\$2,851	\$3,074	\$3,272	\$3,509	\$3,731
	Softball	\$2,851	\$3,074	\$3,272	\$3,509	\$3,731
	Super Mileage Advisor	\$2,851	\$3,074	\$3,272	\$3,509	\$3,731
E.	Play Director 9-12	\$2,246	\$2,388	\$2,515	\$2,681	\$2,811
	Musical Director	\$2,246	\$2,388	\$2,515	\$2,681	\$2,811
	School Yearbook Advisor	\$2,246	\$2,388	\$2,515	\$2,681	\$2,811
	Dance Line Assistant	\$2,246	\$2,388	\$2,515	\$2,681	\$2,811
	Football, Jr. High Coach, 7 th & 8 th	\$2,246	\$2,388	\$2,515	\$2,681	\$2,811
	Volleyball, Jr. High Coach, 7 th & 8 th	\$2,246	\$2,388	\$2,515	\$2,681	\$2,811

	Basketball, Coach G and B, 7 th & 8 th	\$2,246	\$2,388	\$2,515	\$2,681	\$2,811
	Wrestling, Jr. High Coach, 7 th & 8 th	\$2,246	\$2,388	\$2,515	\$2,681	\$2,811
F.	Cross Country, 7 th & 8 th	\$2,154	\$2,279	\$2,388	\$2,544	\$2,681
	Baseball, 7 th & 8 th	\$2,154	\$2,279	\$2,388	\$2,544	\$2,681
	Boys Golf, 7 th & 8 th	\$2,154	\$2,279	\$2,388	\$2,544	\$2,681
	Girls Golf, 7 th & 8 th	\$2,154	\$2,279	\$2,388	\$2,544	\$2,681
	Boys Track, 7 th & 8 th	\$2,154	\$2,279	\$2,388	\$2,544	\$2,681
	Girls Track, 7 th & 8 th	\$2,154	\$2,279	\$2,388	\$2,544	\$2,681
	Softball, 7 th & 8 th	\$2,154	\$2,279	\$2,388	\$2,544	\$2,681
	9-12 Student Council	\$2,154	\$2,279	\$2,388	\$2,544	\$2,681
	Junior/Senior High Math League	\$2,154	\$2,279	\$2,388	\$2,544	\$2,681
	Academic Triathlon					
G.	Junior High Play Director, 7 th & 8 th	\$1,949	\$2,059	\$2,185	\$2,279	\$2,388
	One Act Play Director	\$1,949	\$2,059	\$2,185	\$2,279	\$2,388
	Speech Director	\$1,949	\$2,059	\$2,185	\$2,279	\$2,388
	Future Farmers of America (FFA) (4/yr)	\$1,949	\$2,059	\$2,185	\$2,279	\$2,388
	Musical – Orchestra	\$1,949	\$2,059	\$2,185	\$2,279	\$2,388
	Musical – Vocal	\$1,949	\$2,059	\$2,185	\$2,279	\$2,388
	Knowledge Bowl	\$1,949	\$2,059	\$2,185	\$2,279	\$2,388
	Jazz Band	\$1,949	\$2,059	\$2,185	\$2,279	\$2,388
	National Honor Society	\$1,949	\$2,059	\$2,185	\$2,279	\$2,388
	Speed/Strength/Agility Coordinator (4/yr)	\$1,949	\$2,059	\$2,185	\$2,279	\$2,388
H.	Assistant Speech	\$1,400	\$1,470	\$1,548	\$1,608	\$1,676
	HOSA	\$1,400	\$1,470	\$1,548	\$1,608	\$1,676
	Fall Play Assistant Director	\$1,400	\$1,470	\$1,548	\$1,608	\$1,676
	JH Play Assistant Director	\$1,400	\$1,470	\$1,548	\$1,608	\$1,676
	Musical Assistant Director	\$1,400	\$1,470	\$1,548	\$1,608	\$1,676
	One Act Play Assistant Director	\$1,400	\$1,470	\$1,548	\$1,608	\$1,676
	Musical – Choreography	\$1,112				
	Musical – Pianist	\$1,112				
	Senior Class Advisors	\$1,112	To be divided amongst advisors			
	Prom Advisors	\$1,112	To be divided amongst advisors			
	Student Council Advisor, 7 th & 8 th	\$1,112	To be divided amongst advisors			
	Hourly Rates					
	New Teacher Mentor Program Facilitator	\$31.53				
	After School Student Academic Support	\$31.53				
	On-Site Staff Development Trainers	\$31.53				
	Summer School Instruction	Teacher's hourly rate of pay from school year just completed				
	Home Bound Instruction	\$31.53				
	CEU Coordinator	\$31.53				
	Curriculum Development	\$31.53				
	Academic Competitions	\$18.02	e.g., Math Wizards, History Day, etc.			
	Attend Staff Development outside of school hours	\$20.00				
	Per Event Fees					

	Band Activity Events	\$53.00/event			
	Head Supervision	\$75.00/event			
	Assistant Supervision	\$37.50/event			
	Supervision/Bus Chaperone	\$32.75/event			
	Time Keeping (Varsity and JV equal one event)	\$32.75/event			
	Officiating Single Event	\$30	This schedule is for the following: 7 th , 8 th & 9 th FB; 7 th , 8 th , & 9 th Basketball; 7 th , 8 th & 9 th Volleyball; Line Judge JV and Varsity VB; JH, B Softball & Baseball		
	Officiating Second Event	\$25			
	Officiating Third Event	\$20			
	Concurrent Enrollment	\$500	Per course section		
	Multi-Grade K-5 Classroom Teaching	\$500	Per Semester		
	Extended employment when contracted ahead of time will be pro-rated on nine-month salary				

AUTHORIZATION

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

FOR: The Exclusive Representative

FOR: The School District

President

School Board Chairperson

Secretary

School Board Clerk

Chief Teacher Negotiator

Chief School Board Negotiator

Dated this ____, **day of** ____, **2025**

Dated this ____, **day of** ____, **2025**

Adopted: _____

MSBA/MASA Model Policy 515

Orig. 1995

Revised: _____

Rev. 2025

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

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

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code, section 1232g, *et seq.* (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations, part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and Minnesota Rules, parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

“Authorized representative” means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

“Biometric record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

“Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student’s attendance at a school or schools in the school district.

D. Directory Information

1. **The following information will constitute directory information based upon statutory language that prevent additional information from being shared which restricts what FERPA allows:**

Student Name
Parent Names
Photograph (School Picture)
Grade Level
Dates of Attendance
Enrollment Status
Participation in Activities
Honors and Awards
Height
Weight
Date of Birth

E. Education Records

1. What constitutes "education records"

Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.

2. What does not constitute education records

The term "education records" does not include:

- a. Records of instructional personnel that are:
- (1) kept in the sole possession of the maker of the record;
 - (2) used only as a personal memory aid;
 - (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
 - (4) destroyed at the end of the school year.
- b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
- (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and
 - (3) disclosed only to law enforcement officials of the same jurisdiction.

- c. Records relating to an individual, including a student, who is employed by the school district which:
 - (1) are made and maintained in the normal course of business;
 - (2) relate exclusively to the individual in that individual's capacity as an employee; and
 - (3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:
 - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
 - (2) made, maintained, or used only in connection with the provision of treatment to the student; and
 - (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.
- e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.
- f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes, section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes, section 13.05 or a court order.

G. Eligible Student

“Eligible student” means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

“Juvenile justice system” includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

“Legitimate educational interest” includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person’s need to know in order to:

1. Perform an administrative task required in the school or employee’s contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student’s education;
3. Perform a service or benefit for the student or the student’s family such as health care, counseling, student job placement, or student financial aid; or
4. Perform a task directly related to responding to a request for data.

J. Parent

“Parent” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

“Personally identifiable” means that the data or information includes, but is not limited to: (a) a student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or student’s family; (d) a personal identifier such as the student’s social security number or student number or biometric record; (e) other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

“Record” means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

“Responsible authority” means *[designate title and actual name of individual]*.

N. Student

“Student” includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. “Student” also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

“School official” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

[NOTE: School districts may wish to reference police liaison officers in the definition of a “school official.” Depending on the circumstances of the relationship, this may be added in subpart (d) of the definition or in a new subpart (e). Caution should be used to ensure that police liaison officers are considered “school officials” only when performing duties as a police liaison officer and that they are trained as to their obligations pursuant to this policy. Consultation with the school district’s legal counsel is recommended.]

P. Summary Data

“Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent

or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations, section 99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations, sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of

the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made;
 - d. the consequences of giving informed consent; and
 - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
 - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
 - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. identifies and authenticates a particular person as the source of the electronic consent; and
 - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
 - a. in plain language;
 - b. dated;
 - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
 - d. specific as to the nature of the information the subject is authorizing to be disclosed;
 - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
 - f. specific as to the purpose or purposes for which the information may be

used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and

- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes, chapter 256B or Minnesota Care under Minnesota Statutes, chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
 - a. performs an institutional service or function for which the school district would otherwise use employees;
 - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
 - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code, section 7917, [*insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students*] and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or

any disposition or court order under Minnesota Statutes, section 260B.171, unless the data are required to be destroyed under Minnesota Statutes, section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. determine eligibility for the aid;
 - b. determine the amount of the aid;
 - c. determine conditions for the aid; or
 - d. enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual’s attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ names, home addresses, and telephone numbers;
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the

information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code, section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may

disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
 - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
 - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by

federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;
20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except

to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code, section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.
23. When requested, and in accordance with requirements for parental consent in 34 Code of Federal Regulations, section 300.622(b)(2), and part 99, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 13.32, subdivision 5, to include this update.]

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:
 - a. Minnesota Statutes, section 13.32, subdivision 5; and
 - b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.
2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under Minnesota Statutes, section 13.32.
3. A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision 2.
4. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student

(e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein.

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.
2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
 - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

[NOTE: Federal law allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the school district chooses to impose these limitations, it is advisable to add a new paragraph VII.C.3. that specifies that disclosures of directory information will be limited to specific parties and/or for specific purposes and identify those parties and/or purposes.]

To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. This is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure, but also the additional administrative requirements such restrictions will place on the school district.]

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
4. A parent or eligible student may not opt out of the directory information disclosures to:
 - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or

- b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
 - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
 - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
 - c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
 - d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
 - e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes, sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes, chapter 260E, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes, chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes, chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes, section 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
 - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
 - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, section 121A.40, *et seq.*

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;
2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority **building principal** in writing by **September 1** each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;
 3. Student's grade level;
 4. School presently attended by student;
 5. Parent's legal relationship to student, if applicable;
 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
 - a. The disclosures meet the requirements of Section VI. of this policy; and
 - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code, section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

[NOTE: 42 United States Code, section 14071 was repealed. School districts should retain this statutory reference, however, as it remains a reference in FERPA and the Minnesota Government Data Practices Act and still may apply to individuals required to register prior to the repeal of this law.]

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations, section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student;
 - b. the legitimate interests these parties had in requesting or obtaining the information; and
 - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations, section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of

requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B) or an act of domestic or international terrorism.

[NOTE: While Section XIII.E.1. does not apply to requests for or disclosures of directory information under Section VII. of this policy, to the extent the school district chooses to limit the disclosure of directory information to specific parties, for specific purposes, or both, it is advisable that records be kept to identify the party to whom the disclosure was made and/or purpose for the disclosure.]

4. The record of requests of disclosures may be inspected by:
 - a. the parent of the student or the eligible student;
 - b. the school official or his or her assistants who are responsible for the custody of the records; and
 - c. the parties authorized by law to audit the record-keeping procedures of the school district.
5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
 - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
 - b. the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.
3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific

information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
 - a. the cost of materials, including paper, used to provide the copies;
 - b. the cost of the labor required to prepare the copies;
 - c. any schedule of standard copying charges established by the school district in its normal course of operations;
 - d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and
 - e. mailing costs.
2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
3. The cost of providing copies shall be borne by the parent or eligible student.
4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:
 - a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
 - b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes, chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means ***the district superintendent.***
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)

Minn. Stat. § 120A.22 (Compulsory Instruction)
 Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
 Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
 Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
 Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
 Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
 Minn. Stat. Ch. 256L (MinnesotaCare)
 Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
 Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
 Minn. Stat. § 363A.42 (Public Records; Accessibility)
 Minn. Stat. § 480.40 (Personal Information, Dissemination)
 Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
 Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
 10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
 18 U.S.C. § 2331 (Definitions)
 18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
 20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
 20 U.S.C. § 7908 (Armed Forces Recruiting Information)
 20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
 25 U.S.C. § 5304 (Definitions – Tribal Organization)
 26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
 42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
 34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
 42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
 Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
 MSBA/MASA Model Policy 520 (Student Surveys)
 MSBA/MASA Model Policy 711 (Video Recording on School Buses)
 MSBA/MASA Model Policy 722 (Public Data Requests)
 MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
 MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Additional Resources

U.S. Department of Education

FAQs on Photos and Videos under FERPA | Protecting Student Privacy (012325)
<https://studentprivacy.ed.gov/faq/faqs-photos-and-videos-under-ferpa>

Letter to Wachter Regarding Surveillance Video of Multiple Students | Protecting Student Privacy (012325)
<https://studentprivacy.ed.gov/resources/letter-wachter-regarding-surveillance-video-multiple-students>

School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA) | Protecting Student Privacy (012325)

Protecting Student Privacy While Using Online Educational Services: Requirements and Best Practices | Protecting Student Privacy (102325)

FERPA/IDEA Crosswalk | Protecting Student Privacy (012325)

What is the Protection of Pupil Rights Amendment? | Protecting Student Privacy (012325)

<u>FERPA Directory Information</u>	<u>MN Statute Directory Information</u>	<u>Lewiston Directory Information</u>
Student Name		Student Name
Student Address		Parent Names
Telephone Number		Photograph (School Picture)
Email Address		Grade Level
Photograph		Dates of Attendance
Date and Place of Birth		Enrollment Status
Major field of Study		Participation in Activities
Grade Level		Honors and Awards
Dates of Attendance		Height
Enrollment Status (full or part time)		Weight
Participation in Activities		Date of Birth
Height and Weight		
Degrees		
Honors and Awards Received		
Most Recent School Attended		
May include Parent name, address and phone number)		
<u>Not FERPA Directory Information</u>	<u>MN Statute Not Directory Information</u>	
Student Social Security Number	Student / Parent Address	
Student ID Numbers (JMC, MARSS, user ID)	Student / Parent Telephone Number	
Student ID on an ID Badge (Lunch or Library Number)	Student / Parent Email Address	
Personal Information (religion, race, color, social position, or nationality)	Student / Parent Personal Contact Information	
Data Collected from Non-Public Students unless consent is given by parent or guardian	Student Employment Data for Employees of the District	

516 STUDENT MEDICATION AND TELEHEALTH

[NOTE: The necessary provisions for complying with Minnesota Statutes, sections 121A.22, Administration of Drugs and Medicine, 121A.221, Possession and Use of Asthma Inhalers by Asthmatic Students, and 121A.222, Possession and Use of Nonprescription Pain Relievers by Secondary Students are included in this policy. The statutes do not regulate administration of drugs and medicine for students aged 18 and over or other nonprescription medications. Please note that section 121A.22 does not require school districts to apply the administration of medication rule to drugs or medicine used off school grounds, drugs or medicines used in connection with athletics or extra-curricular activities, and drugs and medicines that are used in connection with activities that occur before or after the regular school day.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication or telehealth during the school day. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

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 followed by a formal written permission~~ 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.

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 school year 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, 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 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"~~ A "School Authorization for Administering 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~~ All medications 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 Paragraph III.A.3(i) above), 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. 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.
7. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

[NOTE: This paragraph is moved to Paragraph III.A.3 above, where it is updated to reflect 2024 legislative changes.]

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.

[NOTE: Starting in June 2024, the exceptions appear under Article III.A.3 above.]

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.~~

~~**[NOTE: School districts should consult with licensed medical and nursing personnel to address whether nonprescription medications will be allowed at elementary schools and whether and under what conditions school personnel will participate in storing or administering nonprescription medications.]**~~

D. Possession and Use of Epinephrine Delivery Systems

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 home school, 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 delivery systems that enables the student to:
- a possess epinephrine delivery systems ; or
 - b if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine delivery systems in close proximity to the student at all times during the instructional day.

For the purposes of this policy, "instructional day" is defined as eight hours for each student contact day.

[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 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 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. The administration of an epinephrine delivery system in accordance with Minnesota Statutes, section 121A.2207 is not the practice of medicine.~~

~~Registered nurses may administer epinephrine delivery systems 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 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 is to be administered, when caring for a patient whose condition falls within the protocol.~~

~~A district or school may enter into arrangements with manufacturers of epinephrine delivery systems to obtain epinephrine delivery systems 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.~~

~~The Commissioner of the Minnesota Department of Health must provide a district or school with a standing order for distribution of epinephrine delivery systems under Minnesota Statutes, sections 148.235, subdivision 8 and 151.37, subdivision 2.~~

[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; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Delivery systems)
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)
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)

Adopted: _____

MSBA/MASA Model Policy 101

Orig. 1995

Revised: _____

Rev. 2022

101 LEGAL STATUS OF THE SCHOOL DISTRICT

I. PURPOSE

A primary principle of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

III. RELATIONSHIP TO OTHER ENTITIES

- A. The school district is a separate legal entity.
- B. The school district is coordinate with and not subordinate to the county(ies) in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT

- A. Funds
 - 1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools and authority to manage and expend such funds, subject to applicable law.
 - 2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
 - 3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.
- B. Raising Funds
 - 1. The school district shall, within the limitations specified by law, provide by levy

of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.

2. The school district may issue bonds in accordance with the provisions of [Minnesota Statutes chapter 475](#)~~Minn. Stat. Ch. 475~~, or other applicable law.
3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers, and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to [Minnesota Statutes section 465.71](#)~~Minn. Stat. § 465.71~~ or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.
4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
2. The school district shall establish and apply the school curriculum.

F. Actions and Suits

The school district has authority to sue and to be sued.

Legal References:

Minn. Const. art. 13, § 1
Minn. Stat. Ch. 123B (School Districts, Powers and Duties)
Minn. Stat. Ch. 179A (Public Employment Labor Relations)
Minn. Stat. § 465.035 (Public Corporation, Conveyance or Lease of Land)
Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64 (Rights, Powers, Duties; ~~Municipalities of Political Subdivisions~~)
Minnesota Association of Public Schools v. Hanson, 287 Minn. 415, 178 N.W.2d 846 (1970)
Independent School District No. 581 v. Mattheis, 275 Minn. 383, 147 N.W.2d 374 (1966)
Village of Blaine v. Independent School District No. 12, 272 Minn. 343, 138 N.W.2d 32 (1965)
Huffman v. School Board, 230 Minn. 289, 41 N.W.2d 455 (1950)
State v. Lakeside Land Co., 71 Minn. 283, 73 N.W.970 (1898)

Cross References:

MSBA/MASA Model Policy 201 (Legal Status of School Board)
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 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
MSBA/MASA Model Policy 705 (Investments)
MSBA/MASA Model Policy 706 (Acceptance of Gifts)
MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA School Law Bulletin "F" (School District Contract and Bidding Procedures)

527 STUDENT USE AND PARKING OF MOTOR VEHICLES; PATROLS, INSPECTIONS AND SEARCHES

I. PURPOSE

The purpose of this policy is to provide guidelines for use and parking of motor vehicles by students in school district locations, to maintain order and discipline in the schools and to protect the health, safety and welfare of students and school personnel.

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to allow the limited use and parking of motor vehicles by students in school district locations. The position of the school district is that a fair and equitable district-wide student motor vehicle policy will contribute to the quality of the student's educational experience, will maintain order and discipline in the schools, and will protect the health, safety and welfare of students and school personnel. This policy applies to all students in the school district.

III. DEFINITIONS

- A. "Contraband" means any unauthorized item possession of which is prohibited by school district policy and/or law. It includes but is not limited to weapons and "look-alikes," alcoholic beverages, controlled substances and "look-alikes," overdue books and other materials belonging to the school district, and stolen property.
- B. "Reasonable suspicion" means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official's personal observation, a report from a student, parent or staff member, a student's suspicious behavior, a student's age and past history or record of conduct both in and out of the school context, or other reliable sources of information.
- C. "Reasonable scope" means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g. to prevent violence, serious and immediate risk of harm or destruction of evidence), and the age of the student.
- D. "School district location" means property that is owned, rented, leased, or borrowed by the school district for school purposes, as well as property immediately adjacent to such property that may be used for parking or gaining access to such property. A school district location also shall include off school property at any school-sponsored or school-approved activity, event, or function,

such as a field trip or athletic event, where students are under the jurisdiction of the school district.

IV. STUDENT USE OF MOTOR VEHICLES IN SCHOOL DISTRICT LOCATIONS

Students generally are not permitted to use motor vehicles during the school day in any school district location. Students may use motor vehicles on the high school campus during the school day only under the following conditions:

- A. There is an emergency and permission has been granted to the student by School Administration to use a motor vehicle.
- B. The student is driving to or from a Post Secondary class.
- C. The student is involved in an off campus construction class and has permission to drive.
- D. The student is involved in a Services class and has permission to drive.
- E. The student is involved in a work experience class and has permission to drive.
- F. The student has a medical appointment and has permission to drive.

V. STUDENT PARKING OF MOTOR VEHICLES IN SCHOOL DISTRICT LOCATIONS

- A. Parking in a school district location is a privilege not a right. Students driving a motor vehicle to a high school campus may park the motor vehicle in the parking lot designated for student parking only. Students will not park vehicles in driveways, on private property, or in parking lots designated for use only by staff or by the general public, unless authorized by administration.
- B. When there are unauthorized vehicles parked on school district property, school officials may:
 1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or
 2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off school district property.

VI. PATROLS, INSPECTIONS AND SEARCHES

School officials may conduct routine patrols of school district locations and routine inspections of the exteriors of the motor vehicles of students. In addition, the interiors of motor vehicles of students in school district locations may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule.

- A. Patrols and Inspections.

School officials may conduct routine patrols of student parking lots and other school district locations and routine inspections of the exteriors of the motor

vehicles of students. Such patrols and inspections may be conducted without notice, without student consent, and without a search warrant.

B. Search of Interior of Student Motor Vehicle.

The interiors of motor vehicles of students in school district locations, including glove or trunk compartments, may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. The search will be reasonable in its scope and intrusiveness. Such searches may be conducted without notice, without consent, and without a search warrant. A student will be subject to withdrawal of parking privileges and to discipline if the student refuses to open a locked motor vehicle under the student's control or its compartments upon the request of a school official.

C. Prohibition of Contraband and Interference with Patrols, Inspections, Searches and/or Seizures.

A violation of this policy occurs when students store or carry contraband in motor vehicles in a school district location or interfere with patrols, inspections, searches and/or seizures as provided by this policy.

D. Seizure of Contraband.

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

E. Dissemination of Policy.

A copy of this policy will be printed in the student handbook or disseminated in any other way which school officials deem appropriate.

VII. DIRECTIVES AND GUIDELINES

The superintendent is granted authority to develop and present for school board review and approval reasonable directives and guidelines which address specific needs of the school district related to student use and parking of motor vehicles in school district locations, such as a permit system and parking regulations. Approved directives and guidelines shall be attached as an addendum to this policy.

VIII. VIOLATIONS

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

Adopted: December 12, 2005

Revised: March 10, 2008

Revised: January 26, 2016

Revised: October 25, 2016

Revised: March 9, 2020

Legal References: U.S. Const., amend. IV
Minn. Const., art. I, §10
Minn. Stat. § 123B.02, Subds. 1 and 5 (General Powers of Independent School Districts)
New Jersey v. T.L.O., 469 U.S. 325, 105 S.Ct. 733, 83 L.Ed.2d 720 (1985)

Cross References: MSBA/MASA Model Policy 417 (Chemical Use/Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Sample Acknowledgment Form**STUDENT PARKING PERMIT REQUEST**

I, the undersigned student of this school district, do hereby request permission to park a motor vehicle in a designated student parking area. I understand that this is a privilege and that the interior of the motor vehicle, including, but not limited to, glove and trunk compartments, is subject to search upon reasonable suspicion by school officials without my consent, without a search warrant, and with no notice to me. I understand that if I refuse a request by a school official to open a locked motor vehicle under my control or its compartments, my parking privileges may be withdrawn and I may be subject to discipline. Finally, I acknowledge receipt of the school district's motor vehicle policy.

License Plate Number(s): _____

Student Signature: _____ Date: _____ Grade: _____

Parent Signature: _____ Date: _____

Adopted: _____

MSBA/MASA Model Policy 528

Orig. 1999

Revised: _____

Rev. 202203

528 STUDENT PARENTAL, FAMILY, AND MARITAL STATUS NONDISCRIMINATION

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

I. PURPOSE

Students are protected from discrimination on the basis of sex and marital status pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. This includes discrimination on the basis of pregnancy. The purpose of this school district policy is to provide equal educational opportunity for all students and to prohibit discrimination on the grounds of sex, parental, family, or marital status.

II. GENERAL STATEMENT OF POLICY

- A. The school district provides equal educational opportunity for all students, and will not apply any rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex.
- B. The school district will not discriminate against any student, or exclude any student from its education program or activity, including any class or extracurricular activity, on the basis of such students' pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program or activity of the recipient.
- C. The school district may require such a student to obtain the certification of a physician that the student is physically and emotionally able to continue participation in the normal education program or activity so long as such a certification is required of all students for other physical or emotional conditions requiring the attention of a physician.
- D. The school district will ensure that any separate and voluntary instructional program is comparable to that offered to non-pregnant students.
- E. It is the responsibility of every school district employee to comply with this policy.
- F. The school board has designated [The High School Principal, 100 County Road 25, Lewiston MN, 507-522-3232](#) [title, name, office address, and telephone number] as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.
- G. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.
- H. Any reports of unlawful discrimination under this policy will be handled, investigated, and acted upon in the manner specified in Policy 522, ~~— Student Sex Nondiscrimination.~~

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 522 ([Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process](#))~~Student Sex Nondiscrimination~~)

Report to the School Board

December 8, 2025

By Elementary School Principal Dave Riebel

Strategic Priority 1: Student Success

- Veteran's Day

The fourth and fifth graders were proud to play a part in the Veteran's Day program at the High School. The student council members led the pledge of allegiance, Kenzie and Lily presented their winning poems, the fifth graders recited the preamble, learned in social studies and the entire fourth and fifth sang "Land of Liberty" and "God Bless America".



- Parent-Teacher Conferences

There was great attendance for the fall parent teacher conferences on Nov. 11 and 13 for our K-5 students and families. We thank Student Success Liaison Mercedes Bustan for meeting and greeting families and helping with translation needs for these conferences.



- LA CARES assembly special guest

Our November theme was Cooperation, and Magician Brian Richards had a whole show using that theme. Lots of cooperation was used in his magic tricks to wow the crowd! Thank you to Ms. Todd for arranging for the magician to appear.

- 10 Days of Giving under way.

The student council is again taking the lead on our building collection spot the annual non perishable food drive.

Strategic Priority 2: Effective Staffing

- Thank you to Ms. Burfeind and Mr. Stokke for filling the long-term reading and math intervention teacher sub position for Ms. Zezulka.

Strategic Priority 3: Finance

No report this month.

Strategic Priority 4: Facilities

- Join us on the Polar Express



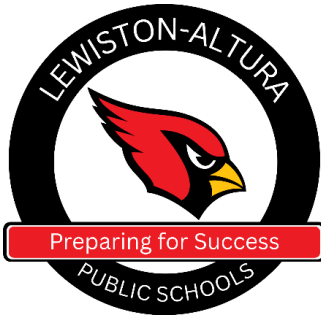
The halls are transformed into a winter wonderland for the upcoming ride on the Polar Express. The Early Childhood team puts out a request for decorations ahead of the December 9 early childhood Polar Express event, and the students and staff enjoy the preparations! Up and down our halls, the creativity and fun is on display. Just wait 'till Santa sees this!



Strategic Priority 5: Community Engagement

- Busy building

The winter season brings lots of after school activity for the elementary building. Community ed activities in the media center, jr. high basketball teams are filling up the gym and cafeteria and great numbers of junior wrestlers using the basement wrestling room each week.



Lewiston-Altura Public School District 100 County

Road 25

Lewiston, MN 55952

www.lewalt.k12.mn.us

(507) 523-2191

Gwen Porter, Superintendent

Dave Riebel, PreKdg - 5 Principal

Cory Hanson, 6-12 Principal

Priority 1: Student Success

- Thank you to the NHS for raising two full plastic bags of pop tops to donate to the Ronald McDonald House. NHS members will be taking them up to the Rochester soon. Students were treated on December 2 to staff vs. students volleyball. Students kept their streak up of losing to staff 2 games to 1.
- Thank you to the students and families that donated to our Toys for Tots drive.
- Thank you to the students and families that are raising food donations and money for the 10 Days of Giving. The middle school student council held a hot chocolate fundraiser to raise money over three days to add to their contributions.
- Good luck to our winter sports teams and activities as all seasons are up and running at this point and games/matches will continue through February.
- Due to continuous changes with technology, HS staff will be working on a handbook update and process to begin second semester with no cellphones in classrooms.
- Congratulations to the LARP wrestling team on defeating the #2 team in state, Chatfield, on 12/4.

Priority 2: Effective Staffing

- Read Act Phase II is beginning. We will be signing up for STRIVE training yet this month for the high school teachers needing to complete the training.

Priority 3: Finance

- Thank you to the community members that have been taking gift cards to support the Cardinal Foundation trees in both buildings. Thanks to all that purchased at the December 5 fundraiser as well.

Priority 4: Facilities

- C-Gym bleachers were installed and Stoos just completed the electric work to make them fully functional for the basketball season.

Priority 5: Community Engagement

- Thank you to the NHS and food service for their support of the Senior Citizens Dinner on December 4. Thank you to the band and choir for sharing their talents.

Upcoming Events:

December 11 – Senior High Band and Choir Concerts

December 14/15 – FFA state 7/8/9 grade contests

December 15 – LAHS hosts math league meet

December 22-January 1 – No School

December 30 – LAHS Hosts boys and girls JV basketball tournament

January 2 – No School for Teacher Staff Development

Dashir Management Services, Inc.

www.dashirmanagement.com

Lewiston Altura School District

Custodial / Maintenance Report

December 2025

Personnel Information

We are currently fully staffed.

Training Conducted

Staff completed OSHA required safety training on Indoor Air Quality Awareness.

I attended a 3-hour webinar on Indoor Air Quality put on by the state of Minnesota on December 2, 2025.

Inspections

Waiting on MMC to inspect the backflow preventers on the city water intake on the boilers.

Progress on Projects

- The solar panels have been producing power and working as they should.
- Primary roof work has been completed at the high school. No more smells in the building. They continue to work on the flashing on the A-wing.
- The C-wing gym floor was completed, and the bleachers have been installed. We are working with Larry Stoos to have the electrical hook up to the bleachers completed.
- Update on the maintenance/van garage heating issues. After replacing the heat exchanger, cleaning the lines in the floor, and removing some stuck valves in the manifolds, the unit is up and running. It may need some more attention after the heating season.

Comments

Winter has arrived and we are working hard to make this season of activities a successful one.

Respectfully Submitted,
Dan Buege
Facility Manager



Independent School Dist. No. 857
100 County Road 25
Lewiston, MN 55952
(507) 523-2191

Gwen Carman, Superintendent
Cory Hanson, High School Principal • Dave Riebel, PK - Elementary Principal

Building A Caring, Adaptable, Respectful, Determined, Successful Community of Learners

Belief Statements (internal operations- beliefs to drive decisions):

- **LIFELONG LEARNERS:** We believe in the value of education for all ages.
- **ACCOUNTABILITY:** We believe we are accountable for our actions and outcomes.
- **COMMUNITY CENTERED:** We believe our schools are the central hub of our community and essential for building strong communities.
- **ADAPTABLE:** We believe in being responsive to an ever-changing world.
- **RESPECTFUL:** We believe in everyone’s right to safety, respect, and dignity in our schools.
- **DIVERSE:** We believe in fostering the value of each other’s individual differences, perspectives, and life experiences.
- **STUDENT FOCUSED:** We believe that we are all responsible for the success of students.

Goals

1. **STUDENT SUCCESS:** Provide all students with the education they need for success: academically, emotionally, and socially.
2. **EFFECTIVE STAFFING:** Hire, maintain, train and support staff to be as effective as possible.
3. **FINANCE:** Be financially healthy and sustainable.
4. **FACILITIES:** Have facilities that are safe, modern and conducive to 21st century education.
5. **COMMUNITY ENGAGEMENT:** Engage with parents, community members and business owners.

Superintendent’s Report to the School Board

Respectfully Submitted by Gwen Porter

December 8, 2025

Meeting Agenda Items Notes

Truth in Taxation Business Manager Julie Schreiber will present for the mandatory public Truth in Taxation meeting at 6:00pm. The regular meeting will begin after any public comment.

Congratulations to the 2025 MSHSL State Champion Cross Country Team! Coach Matt Kingsbury and other members of the team will be present. The agenda includes a Resolution of Congratulations

Facilities Updates Luke Pfothenauer will be present at the meeting. There was a pre-bid meeting on December 3rd. Several companies were present to get details and tour the construction areas with Dan Buege, Gary Lovitz and Luke. Bids will be opened on Wednesday, December 16th at 2:00pm, in the HS Cafeteria. This is an open meeting and will be facilitated by Gary Lovitz.

Support Staff Wages As discussed at the October Board meeting, Board representatives for the Support Staff Handbook Committee met with Julie and me to discuss possible scenarios for increasing some of the lowest support staff wages. The Support Staff Handbook covers the wages for paraprofessionals, office staff and food service staff. Having wages less than \$16.00 per hour is increasingly problematic. The need for higher wages for our lowest paid staff is important in order to be competitive with area schools and businesses, and to maintain staff.

Sara Daley first met with Julie and I (Daniel and Amber were unable to attend) and we discussed several scenarios and determined a possible recommendation. I then met with Amber and Daniel and explained the background and recommendation. Julie is estimating the cost of this recommendation with the \$151.00 increase per month for health insurance premium approved at the October meeting will be approximately \$15,210, with approximately \$12,000 coming from the General Fund. (Some of the wages will be paid by the Food Service and Community Education funds.) We are also seeing some savings from having an unfilled paraprofessional position for much of the fall.

The recommendation of the Support Staff Board Committee is *“All Support Staff (paraprofessionals, office staff, food service staff, not including student workers) and hired before July 1, 2025 will be increased to \$16.50 per hour starting January 1, 2026. All other support staff will receive a 0.5% raise effective January 1, 2026.”* Note that this will be a minimum of a 2.5% wage increase for 2025-2026 for all support staff. The Handbook already outlines an increase of 2% for 2026-2027.

It is also recommended that Supplementary (van) drivers' wage will increase from \$16.17 per hour to \$16.50 per hour effective January 1, 2026.

These changes do not enable all nonlicensed staff to have a mid-year salary increase. This does however, provide an increase needed for our lowest paid hourly staff. If approved, I will also communicate with staff that this is not precedent setting, i.e., it is not anticipated that mid-year changes in wages will happen again in the foreseeable future.

Tentative Agreement with EdMN/L-A At our 6th meeting, a tentative agreement for the 2025-2027 Master Agreement was reached between the Board Negotiators (Maki, Pringle, Baer) and the EdMN/L-A negotiators. The agreement is tentative, pending Board approval on December 8th and EdMN/L-A support from a vote to take place soon after.

The most significant changes in the new Master Agreement are:

- A 1.5% increase on the salary schedule for Year 1, and 3.1% increase Year 2.
- An additional \$25.00 annual 403b contribution per teacher in Year 2.
- Upon request, the District will buy back up to four days (an increase from two days) of unused personal leave at the daily substitute teacher pay.
- \$500 per semester for an K-5 elementary teacher who teaches a multi-grade classroom.
- Changed the position of Speed/Strength/Agility Coordinator to Class C from Class G on the Extra Pay Schedule.
- The district commits to ensuring that a human decision maker retains the final authority in all employment related decisions.
- There is also an agreement to form two committees to discuss strategies to address the challenges of teacher absenteeism, and strategies to compete with PSEO enrollment.

MN Paid Leave : Minnesota Paid Leave goes into effect on January 1, 2026. Employees will be able to access this Paid Leave, when qualified under certain circumstances, and receive partial wage reimbursement during their absence from work. The funds for the MN Paid Leave program are being generated from a 0.44% payroll tax being paid by both employees and employers in the state.

A decision for the Board is whether or not to permit employees to “top off” remaining unpaid wages with district accrued sick leave or personal leave compensation. I respectfully acknowledge the value of this leave in many situations and the difficulty of having partial wages in what may be difficult personal circumstances. However, providing employees using MN Paid Leave additional school district compensation will be difficult to accurately compute in payroll. Each individual has different leave allocations and availability from the district, and also the percentage of pay they receive in the MN Paid Leave program varies. There is also a common concern that enabling an employee to receive their full compensation will encourage them to extend their leave longer. As you know, we are already challenged by not having enough substitute staff, and this has a direct impact on students.

There are many unknowns about the details of how this system will work. The practice of not ‘topping off’ could be changed in the future if it seems manageable and desired when we are more familiar with how the program will function. Most area districts are not allowing employees to “top it off”, and I recommend the same.

OTHER ITEMS

Senior Dinner We had 53 seniors attend the lunch on December 4th. Thank you to the MANY staff who worked together to make this happen, and to the students for their choir performance, band performance, assisting with door greeting, the guests’ coats, serving coffee and the meals, and clean up. It was amazing to recognize that this was the 50th anniversary of this annual event. Former Community Education Director Kim Wirtz organized the dinner for many years and provided historical details. Former Superintendent Merlin Krenz and Community Education Director Retha Finger organized the first dinner in 1975 and 25 people attended. In the year 2000, to celebrate the 25th Anniversary, 250 attended! It was very interesting to talk with a few of the guests who actually attended the dinner the first year or were staff members at that time.

Enrollment

Grade Level	May 29, 2025	Sept 4, 2025	October 6, 2025	November 1, 2025	December 1, 2025
Kdg	38	29	28	28	28
1st	26	39	38	38	39
2nd	36	28	28	28	28
3rd	38	36	36	36	36
4th	25	41	41	41	41
5th	39	29	28	28	28
6th	38	44	44	44	44
7th	38	36	36	36	35
8th	37	39	39	39	39
9th	55	45	45	45	44
10th	58	55	54	53	52
11th	48	58	58	58	58
12th	56	48	48	48	48
Total	532	527	523	523	520

Grade	Homeschool	Immanuel Lutheran	St. John’s	Total
Kdg	0	9	8	17
1st	0	15	6	21
2nd	2	15	9	26
3rd	2	11	7	20
4th	0	10	7	17
5th	5	8	5	18
6th	7	16	8	31
7th	6	3	5	14
8th	3	12	13	28
9th	2	X	X	2
10th	0	X	X	0
11th	6	X	X	6
12th	3	X	X	3
TOTAL	36	99	68	203

Nonpublic Enrollment Data (Reported November 2025)

Equity is important in all of our decision making.

