

# Chisholm School District School Board Meeting Agenda

Monday, August 26, 2024 at 5:00 PM  
Regular Meeting  
Chisholm School Board Room

## I. Determination of Quorum and Call to Order

### II. Public Comment:

**Description:** Welcome to this meeting of the Board of Education Independent School District #695, Chisholm School District. We are extremely pleased that you have shown an interest in school district affairs by attending this meeting. The Board of Education allows public participation at its meeting, but at the same time has the responsibility for conducting its business in an orderly fashion. We will provide the audience with an opportunity to request to speak. We request that before you speak to announce your name. Each speaker will be allowed five minutes unless the time limit is waived by a majority of the board members present. At a public meeting of the board, no person shall orally initiate charges or complaints against individual employees of the district or challenge instructional materials used in the district. All such charges, if presented to the board directly, shall be referred to the Superintendent for investigation and report. We would also like to remind the public that the school board is not allowed to comment on your concerns. If there are no questions, we will open the public comment section of the board meeting.

### III. Recognition of Guests and Visitors

### IV. Consent Agenda

- A. Minutes of the August 12, 2024 Regular Meeting 4  
Transfer of Lindzee Colwell to Job #254 Custodian/Bus Driver,  
Elementary, day shift, effective August 7, 2024.

**Attachments:**

SBM 8/12/2024 4

### V. Approve Agenda

### VI. Action Agenda

- A. Motion to accept the resignation of Joel McDonald, Level II Boys 7  
Basketball Coach, effective August 12, 2024.

**Attachments:**

J. McDonald Resignation 7

- B. Motion to approve the hiring of Darren Landgren to Job #274 8  
American Indian Education Director, effective August 27, 2024, through

June 30, 2025.	
<b>Attachments:</b>	
Hire D. Landgren	8
C. Motion to approve the request for a one-year leave of absence from Jennifer Waryas, LPN, effective August 19, 2024.	9
<b>Attachments:</b>	
J. Waryas LOA request	9
D. Motion to approve the hire of Kathleen Estrada to Job #281 Paraprofessional, Elementary School, effective August 26, 2024.	10
<b>Attachments:</b>	
Recommend to hire K Estrada	10
E. Motion to approve the hire of Veronikka Wilenius to Job #281 Paraprofessional, Vaughan Steffensrud, effective August 26, 2024.	11
<b>Attachments:</b>	
Recommend to Hire V. Wilenius	11
F. Motion to approve the hire of Ava Silvestrini, Volunteer Volleyball Coach, for the 2024-2025 season.	
G. Motion to approve the hire of Jennifer Fleming, Volunteer Cross Country Coach for the 2024-2025 season.	
H. Motion to approve the hire of Tom Pascuzzi, Volunteer Cross Country Coach for the 20204-2025 season.	
I. Motion to approve the hire of Shane Zancauske, Volunteer Football Coach for the 2024-2025 season.	
J. Motion to approve the hire of Shawn Lewis, Volunteer Football Coach for the 2024-2025 season.	
K. Motion to approve the hire of Mike Lastovich, Volunteer Track Coach, for the 2024-2025 season.	
L. Motion to adopt Resolution Relating to the Election of School Board Members and Calling the School District General Election.	12
<b>Attachments:</b>	
Resolution Relating to Election of school Board Members	12
M. Motion to approve the contract for Vended Meals between AEOA, Inc., Arrowhead Head Start Services, and INAC, Inc. for meals provided to Chisholm Head Start sites for the 2024-2025 school year.	16
<b>Attachments:</b>	
AEOA/INAC Head Start Contract 24-25	16
N. Motion to approve the contract for Athletic Training Services with Big Stone Therapies for the 2024-2025 school year as presented.	31

<b>Attachments:</b>	
Big Stone Therapies 2024-2025	31
O. Motion to approve payment to Dell Technologies for the purchase of 160 replacement Chromebooks in the amount of \$67,374.40 as presented.	32
<b>Attachments:</b>	
dell3110 quote	32
P. Second Reading of Policy 529 Staff Notification of Violent Behavior by Students	35
<b>Attachments:</b>	
Policy 529	35
Q. Second Reading of Policy 530 Immunization Requirements	40
<b>Attachments:</b>	
Policy 530	40
R. Second Reading of Policy 531 The Pledge of Allegiance	44
<b>Attachments:</b>	
Policy 531	44
S. Second Reading of Policy 535 Service Animals in Schools	45
<b>Attachments:</b>	
Policy 535	45
T. Second Reading of Policy 605 Alternative Educational Services	50
<b>Attachments:</b>	
Policy 605	50
VII. Discussion	
VIII. Information	
IX. Adjourn	

August 12, 2024

The Regular Meeting of the School Board, Independent School District No. 695, was called to order at 5:00 P.M. on August 12, 2024, in the Elementary Board Room. Members present: Directors Rice, Corradi Simon, Lappi, and Rahja.  
Absent: Directors Randa Sauter and Casey

**Public Comment:** None

**Recognition of Guests and Visitors:** None

APPROVE AGENDA

Moved by Director Rahja supported by Director Lappi to approve the agenda with the following changes: Personnel, add Item E. Motion carried unanimously.

APPROVE CONSENT AGENDA

Moved by Director Rice supported by Director Lappi to approve the Consent Agenda which consists of the Minutes from the August 12, 2024, Regular meeting and the following: Accounts Payable for the month of July 2024 in the amount of \$1,460,048.30 and Payrolls for the month of July 2024 in the amount of \$184,597.70. Motion carried unanimously.

**Personnel:**

ACCEPT RESIGNATION ADAM SCHAFER

Moved by Director Lappi supported by Director Rice to accept the resignation of Adam Schafer, Social Studies Instructor and All-Night Grad Party Advisor, effective July 24, 2024. Motion carried unanimously.

ACCEPT RESIGNATION DOUG ALLEN

Moved by Director Rice, supported by Director Rahja to accept the resignation of Doug Allen, Custodian/Bus Driver, Elementary School, effective August 30, 2024. Motion carried unanimously.

HIRE PEIGHTON WORLIE

Moved by Director Rahja, supported by Director Lappi to approve the hire of Peighton Worlie, 4-8 Interventionist, Elementary School, effective August 26, 2024. Motion carried unanimously.

HIRE MACOY RUDOLPH

Moved by Director Rice, supported by Director Lappi to approve the hire of Macoy Rudolph, Social Studies Instructor, effective August 26, 2024. Motion carried unanimously.

ACCEPT RESIGNATION SAGE MANKUS

Moved by Director Lappi, supported by Director Rahja to accept the resignation of Sage Mankus, Paraprofessional, Vaughan Steffensrud, effective August 26, 2024. Motion carried unanimously.

**Administrative Business:**

APPROVE PRE-SCHOOL – 6<sup>TH</sup> GRADE STUDENT HANDBOOK FOR THE 2024-2025 SCHOOL YEAR

Moved by Director Rahja, supported by Director Rice to approve the updated Preschool – 6<sup>th</sup> Grade Student Handbook for the 2024-2025 school year as presented. Motion carried unanimously.

APPROVE 7-12 STUDENT HANDBOOK FOR THE 2024-2025 SCHOOL YEAR

Moved by Director Lappi supported by Director Rice to approve the updated 7-12 Grade Student Handbook for the 2024-2025 school year as presented. Motion carried unanimously.

ADOPT RESOLUTION STATING THE INTENTION OF THE SCHOOL BOARD TO ISSUE AND SELL GENERAL OBLIGATION CAPITAL FACILITIES BONDS TO FINANCE CERTAIN CAPITAL PROJECTS; COVENANTING AND OBLIGATING THE DISTRICT TO BE BOUND BY AND TO USE THE PROVISIONS OF MINNESOTA STATUTES, SECTION 126C.55 TO

GUARANTEE THE PAYMENT OF THE PRINCIPAL AND INTEREST ON THE BONDS; AND  
DECLARING THE OFFICIAL INTENT OF THE DISTRICT TO REIMBURSE CERTAIN  
EXPENDITURES FROM THE PROCEEDS OF BONDS TO BE ISSUED BY THE DISTRICT

Moved by Director Rahja, supported by Director Lappi to adopt Resolution Stating the Intention of the School Board to issue and sell general obligation capital facilities bonds to finance certain capital projects; covenanting and obligating the district to be bound by and to use the provisions of Minnesota Statutes, Sections 126C.55 to guarantee the payment of the principal and interest on the bonds; and declaring the official intent of the district to reimburse certain expenditures from the proceeds of bonds to be issued by the district. Being a resolution a roll call votes was taken and carried as follows:

For: Director Rice, Corradi Simon, Lappi and Rahja

Against: None

Absent: Director Randa Sauter and Casey

APPROVE PROFESSIONAL SERVICE AGREEMENT WITH NORTH HOMES, INC.

Moved by Director Rahja, supported by Director Lappi to approve the Professional Service Agreement between North Homes, Inc. and Independent School District 695 for the 2024-2025 school year. Motion carried unanimously.

APPROVE THE LETTER OF ENGAGEMENT WITH STERLE & CO. FOR THE FISCAL YEAR 2024  
AUDIT

Moved by Director Rahja, supported by Director Rice to approve the Letter of Engagement with Sterle & Co. for the Fiscal Year 2024 Audit. Motion carried unanimously.

APPROVE THE PAYMENT TO TYLER TECHNOLOGIES

Moved by Director Rice, supported by Director Rahja to approve payment to Tyler Technologies in the amount of \$8,665.00 for the purchase of software and services to help student transportation for the 2024-2025 school year. Motion carried unanimously.

APPROVE POLICY 503 STUDENT ATTENDANCE

Moved by Director Rahja, supported by Director Lappi to approve Policy #503 Student Attendance. Motion carried unanimously.

APPROVE POLICY 506 STUDENT DISCIPLINE

Moved by Director Rahja, supported by Director Randa Sauter to approve Policy #506 School District Mission Statement. Motion carried unanimously.

APPROVE POLICY 722 PUBLIC DATA AND DATA SUBJECT REQUESTS

Moved by Director Rice, supported by Director Lappi to approve Policy #722 Public Data and Data Subject Requests. Motion carried unanimously.

FIRST READING OF POLICY 529 STAFF NOTIFICATION OF VIOLENT BEHAVIOR BY  
STUDENTS

Pro tem Chair Corradi Simon presented the first reading of Policy 529 Staff Notification of Violent Behavior by Students.

FIRST READING OF POLICY 530 IMMUNIZATION REQUIREMENTS

Pro tem Chair Corradi Simon presented the first reading of Policy 530 Immunization Requirements.

FIRST READING OF POLICY 531 THE PLEDGE OF ALLEGIANCE

Pro tem Chair Corradi Simon presented the first reading of Policy 531 The Pledge of Allegiance.

FIREST READING OF POLICY 535 SERVICE ANIMALS IN SCHOOLS

Pro tem Chair Corradi Simon presented the first reading of Policy 535 Service Animals in Schools.

FIRST READING OF POLICY 605 ALTERNATIVE EDUCATIONAL SERVICES

Pro tem Chair Corradi Simon presented the first reading of Policy 605 Alternative Educational Services.

**Discussion:** Breakfast with staff will be 8:00 on August 26, 2024.

**Information:**

-Parade went great.

ADJOURN

Moved by Director Rahja supported by Director Lappi to adjourn the meeting at 5:32 p.m.  
Motion carried unanimously.

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DANIELLE RANDA SAUTER, CLERK

DRS/lea

August 12, 2024

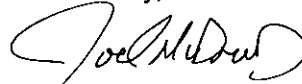
Mr. Morrison:

I am writing this letter to inform you of my resignation for the assistant boys basketball coaching position for the 2024-2025 season. I want to sincerely thank you, Mr. Travis Vake, Head Coach Mr. Nick Milani and the school board for giving me the opportunity to coach two seasons ago. It was a special year for me to be back in Roel's Gymnasium giving back to the community and school that had given me so much. I also appreciate your willingness to allow me to take a leave during my health challenges last season.

That being said, I will be following my son Ayden's basketball career at the University of Minnesota Duluth. Knowing these opportunities are already limited, I don't want to pass on the chance to get to his games for as long as he continues to play. I plan on continuing to do some voluntary work with the boys and girls programs throughout the season.

Thank you again for your support!

Sincerely,

A handwritten signature in black ink that reads "Joel McDonald". The signature is written in a cursive style with a large, sweeping initial "J" and "M".

Joel McDonald

**INDEPENDENT SCHOOL DISTRICT NO. 695**

Chisholm, Minnesota

American Indian Education Director

Contract for Services

(1) Basic Services

Said Director shall faithfully perform the services as it relates to the Indian Education Grant for the salary indicated below.

(2) Duration

This contract shall be effective as of August 27, 2024 through June 30, 2025. It maybe extended by mutual agreement of both parties. Either party may terminate this agreement with a 30 day written notice. The district reserves the right to terminate the contract at anytime for just cause.

(3) Work Year/Days

The director will work 30 hours per week pro-rated for short weeks following the 180 day school calendar. Days may be extended during the summer with pre-approval from the Superintendent. Hours are 8:00-3:30 unless otherwise approved by administration.

(4) Salary

The school board agrees to pay an hourly wage of \$29 per hour. A timecard will be turned in every two weeks into the business office. The district will also contribute \$1000 toward a 403b plan at the conclusion of a completed year by the director. Adjustments to the salary will be made annually based on the level of funding. If the two parties cannot agree on a salary, the contract will become null and void on June 30<sup>th</sup>, 2025.

Chair: \_\_\_\_\_ Clerk: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Indian Education Director: \_\_\_\_\_

Date: \_\_\_\_\_

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**Attention Mark and Board**

1 message

**Jennifer Waryas** <jwaryas@chisholm.k12.mn.us>

Mon, Aug 19, 2024 at 8:47 AM

To: Lisa Aldrich &lt;laldrich@chisholm.k12.mn.us&gt;, Mark Morrison &lt;mmorrison@chisholm.k12.mn.us&gt;

Good morning,

I would like to request a year extension for my union seniority please, since I am still working for the school just in a position that is not in the union at this time.

Thank you,

Jennifer Waryas  
Licensed Practical Nurse  
Chisholm ISD 695  
(218) 254-5726  
Ext. 2908 (4-12) Ext. 1902 (K-3)

## Recommendation to Hire

**Position:** Job #281 Paraprofessional

**Posting duration:** 07/30/2024 to current

**Advertising Location:** EdPost, Frontline

**Number of Qualified:** 6

**Licensed Applications:** NA

**Number interviewed:**

**Interview committee Names:**

Principal Winter, Robbi Albert, Brian Hake

**Recommended for hire:** Kathleen Estrada

**Start Date:** **August 26, 2024**

**Location:** Elementary School

**Supervisor:** Principal Winter

**Recommendation to Hire**

**Position:** Job #281 Paraprofessional

**Posting duration:** June 28, 2024 - July 15, 2024

**Advertising Location:** EdPost, Frontline

**Number of Qualified:  
Licensed Applications:** 6

**Number interviewed:** 3

**Interview committee Names:**  
  
Principal Winter, Principal Hake, Robbi Albert

**Recommended for hire:** **Veronica Wilenius**

**Start Date:** **August 26, 2024**

**Location:** Vaughan Steffensrud

**Supervisor:** Principal Winter

**RESOLUTION RELATING TO THE ELECTION OF SCHOOL BOARD  
MEMBERS AND CALLING THE SCHOOL DISTRICT GENERAL  
ELECTION**

BE IT RESOLVED by the School Board of Independent School District No. 695 – Chisholm, State of Minnesota as follows:

1. (a) It is necessary for the school district to hold its general election for the purpose of electing three school board members for terms of four (4) years each.

b) The clerk shall include on the ballot the names of the individuals who file or have filed affidavits of candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

2. The general election is hereby called and elected to be held in conjunction with the state general election on Tuesday, the 5th day of November, 2024.

3. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for this general election are those polling places and precincts or parts of precincts located within the boundaries of the school district and which have been established by the cities or towns located in whole or in part within the school district. The voting hours at those polling places shall be the same as for the state general election.

4. The clerk is hereby authorized and directed to cause written notice of said general election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said election. The notice shall include the date of said general election and the office or offices to be voted on at said general election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

The clerk is hereby authorized and directed to cause notice of said general election to be posted at the administrative offices of the school district at least ten (10) days before the date of said general election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said general election and to cause two sample ballots to be posted in each polling place on election day. The sample ballot shall not be printed on the same color paper as the

official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballots used in that polling place.

The clerk is hereby authorized and directed to cause notice of said general election to be published in the official newspaper of the school district for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election.

The notice of election so posted and published shall state the offices to be filled set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

The clerk is authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place on election day.

5. The clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this election, and generally to cooperate with election authorities conducting other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate election officials regarding preparation and distribution of ballots, election administration and cost sharing.

6. The clerk is further authorized and directed to cause or to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system.

Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

7. The name of each candidate for office at this election shall be rotated with the names of the other candidates for the same office in the manner specified in Minnesota law.

8. If the school district will be contracting to print the ballots for this election, the clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall, if requested by the election official, furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit, or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

9. The individuals designated as judges for the state general election shall act as election judges for this election at the various polling places and shall conduct said election in the manner described by law. The election judges shall act as clerks of election, count the ballots cast and submit them to the school board for canvass in the manner provided for other school district elections. The general election must be canvassed between the third and the tenth day following the general election.

10. The School District clerk shall make all Campaign Financial Reports, required to be filed with the school district under Minnesota Statutes, Section 211A.02, available on the school district's website. The clerk must post the report on the school district's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The school district must make a report available on the school district's website for four years from the date the report was posted to the website. The clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

GENERAL ELECTION BALLOT  
INDEPENDENT SCHOOL DISTRICT NO. 695  
CHISHOLM PUBLIC SCHOOLS  
NOVEMBER 5, 2024

**INSTRUCTIONS TO VOTERS:**

To vote, completely fill in the oval(s) next to your choice(s) like this:

**SCHOOL BOARD MEMBER**

**FOUR-YEAR TERM**

Vote for up to three\*

Danielle Randa-Sauter

Bob Rahja

Mark Casey

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write-in, if any

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write-in, if any

# Child and Adult Care Food Program Contract for Vended Meals

An Institution that participates in the U.S. Department of Agriculture (USDA) Child and Adult Care Food Program (CACFP) must meet CACFP requirements for meals that will be claimed for CACFP reimbursements, as specified in this contract. The food service vendor shall operate in accordance with current Program regulations 7 CFR 226; including the [meal pattern](#) and nutrition requirements by age group of children in care [7 CFR 226.20](#). The sponsoring organization or site that enters into the contract will be referred to as the *Institution*. The supplier who enters into the contract with the Institution will be referred to as the *Vendor*.

This template must be used for CACFP vended meal contracts, without change or removal of any provisions except for inserting required information.

## I. Purpose and Authority

This contract, between the Institution participating in CACFP: Arrowhead Economic Opportunity Agency

Cyber-Linked Interactive Child Nutrition System (CLiCS) ID Number: 1000003768

and Vendor: ISD # 695 INAC Chisholm

authorizes that Vendor will provide meals to the Institution in accordance with this contract and federal CACFP regulations at 7 Code of Federal Regulations (CFR) 226,

for the period of 9/3/2024 through 5/31/2025. Use Program Year, October 1 – September 30.

Vendor will provide the meals to the CACFP site listed below or if more than one site, to the sites listed on the last page in "Table 1 Delivery Schedule." The number of meals by meal type to be delivered to each site location must also be indicated in the contract. Indicate time that meal will be delivered or picked up by the site. *Note that increases and decreases in the number of meal orders may be made by the site, as needed, within a time period prior to the meal service mutually agreed upon in the contract referenced in Section IV of this contract.*

## II. Meals

A. Vendor will provide the following delivery schedule and meal types:

Site Name & Site Address	CLiCS Site ID	Days of the Week	Meals Delivered & # of Meals Delivered	Time(s) of Delivery
Chisholm Head Start 1000 1st Ave NE Chisholm, MN 55719	1000001148	M-TH	<input type="checkbox"/> Breakfast #: _____ <input checked="" type="checkbox"/> Lunch #: <u>20</u> <input type="checkbox"/> Supper #: _____ <input type="checkbox"/> Snacks #: _____ <input type="checkbox"/> Extra Milk #: _____	11:05 a.m.

B. If delivering to more than one site fill in "[Table 1 Delivery Schedule](#)" which is the last page of the contract.

- C. Vendor will provide meals that meet CACFP meal pattern requirements in accordance with [7 CFR 226.20](#).
- D. Vendor has attached to this contract the menus that were used in solicitation of this contract. The meals served under the contract shall conform to the cycle menus upon which the bid was based, and to menu changes agreed upon by the Institution and Vendor;
- E. The Vendor shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract;
- F. Vendor may not subcontract for the total meal, with or without milk, or for the assembly of the meal.  
CACFP meal pattern requirements are available on the [CACFP Centers Meal Patterns webpage](https://education.mn.gov/MDE/dse/FNS/prog/CACFPCen/ops/meal/) (https://education.mn.gov/MDE/dse/FNS/prog/CACFPCen/ops/meal/).
- G. Vendor will also provide: (Indicate items such as condiments, eating utensils, paper items, extra milk, and transportation containers, if applicable. If more than one site, indicate any differences between sites.)  
Vendor will provide:

Condiments, eating utensils, paper items and transportation containers.

- Unitized meals
- Bulk quantities, accompanied by written instructions on planned portion size and number of portions contained in each bulk container of each food component to meet meal pattern requirements. In addition, Vendor will provide appropriate scoop, spoodle, or ladle equal to the planned portion size for assurance of proper serving size.
- If checked, Vendor will serve meals. Vendor will not count the number of meals to be claimed for reimbursement, responsibility for the reimbursable meal count at point of service must be retained by the Institution and cannot be delegated to the Vendor.
- Other: \_\_\_\_\_

Note: Per USDA Regulation 7CFR 226.6(i)(11) all breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the State agency determines that unitization would impair the effectiveness of food service operations. For meals delivered to childcare centers and day care homes, the State agency may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if the State agency has evidence which indicates that this requirement is necessary to ensure compliance with §226.20

### III. Substitutions and Modifications for Medical or Special Dietary Needs

- A. Vendor will provide meal substitutions for participants with a disability who provide a statement from a licensed physician, physician assistant or advanced practice registered nurse such as a certified nurse practitioner, that they are unable to consume the regular Program meals due to their disability. The statement must identify how the disability affects the participant’s diet, the food or foods to be omitted from the participant’s diet, and the food or choice of foods that must be substituted.
- B. The Institution will pay the regular meal charges for meals with substitutions or modifications unless other charges or adjustments are specified in [Section V](#). Participants with disabilities may not be charged any fees for modifications or substitutions.

## IV. Ordering and Delivering

- A. The Institution will notify Vendor in advance of the number of meals needed. Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for the Institution to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by e-mail, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information.

Head Start staff will call vendor by telephone with meal counts no later than 2 hours before meal service on the same day of meal service. Meal count adjustments will not be made after 2 hours before meal service.

- B. Responsibility for transport containers: Indicate whether Vendor or the Institution will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or the Institution to return transport containers. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information.

Center will rinse transport containers and vendor will clean transport containers.

## V. Meal Charges and Billing

- A. The Institution will pay the following charges for meals. Per meal pricing must be fixed and include all fees including delivery, server, etc. built into the per meal cost. Any additional fees outside of the original contract are unallowable, only fixed meal costs, per meal can be adjusted based on the Consumer Price Index for All Urban Consumers (CPI-U). Indicate charge for each meal type with/without milk:

Breakfast	\$ _____	each	<input type="checkbox"/>	with milk /	<input type="checkbox"/>	without milk
Snack	\$ _____	each	<input type="checkbox"/>	with milk /	<input type="checkbox"/>	without milk
Lunch	\$ 4.00	each	<input checked="" type="checkbox"/>	with milk /	<input type="checkbox"/>	without milk
Supper	\$ _____	each	<input type="checkbox"/>	with milk /	<input type="checkbox"/>	without milk

When applicable, indicate pricing for extra milk, adult meals, or adjustments to meals to accommodate special dietary needs below. If additional information is needed to reference this, include here or attach to this contract. Should there be more than one site, indicate any differences between sites also.

Special dietary needs will be worked out with INAC on an individual basis by the Head Start Health Manager and Health Educator. +

The Vendor shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract.

The Institution will pay Vendor for ordered meals that meet CACFP meal requirements including health and sanitation standards in Section VII and are delivered in accordance with the contract.

- B. Describe when Vendor will bill the Institution (for example weekly or monthly) and when payment is due:  
Vendor will bill monthly. The payment is due at the time of receipt.

**Note:** Neither the Minnesota Department of Education (MDE) nor the U.S. Department of Agriculture assumes any liability for payment of meal charges.

## **VI. Recordkeeping and Availability of Records**

- A. Vendor agrees to maintain full and accurate records, which the Institution requires to meet its responsibility for claiming reimbursements through the Child and Adult Care Food Program. Required Food Production records including: 1) daily menu and portion records; 2) daily quantities of food in particular amount of meat/meat alternate prepared, and any mixed item recipes, processed food labels, nutritional and ingredient label information regarding whole grain rich items, and sugar content of yogurt and cereals, by type of meal 3) daily number of meals furnished, by type of meal.
- B. At the end of each month, Vendor will submit copies of the records of menus, food item and production records lists above, and numbers of meals furnished to the Institution. Vendor will also submit copies of food production records to the Institution as specified. Records will be provided at minimum monthly for purposes of verifying meal pattern prior to submitting the monthly claim.
- C. Vendor shall maintain such records (supported by invoices, receipts or other evidence) as the Institution will need to meet its responsibilities under this part and shall promptly submit invoices and delivery reports to the Institution no less frequently than monthly.
- D. Vendor agrees that the books and records of the food service vendor pertaining to the Institution's food service operation shall be available for inspection and audit by representatives of the Institution, the State agency, the Department, and of the U.S. General Accounting Office at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under the contract, or in cases where an audit requested by the State agency or the Department remains unresolved, until such time as the audit is resolved.
- E. Vendor will cooperate in studies and evaluations conducted by or on behalf of USDA related to programs authorized under the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966.
- F. The State agency may conduct an inspection of the vendor's food preparation facilities. The Vendor and the Institution shall receive a copy of the results of these inspections when corrective action is required. If a Vendor fails to correct violations noted by the State agency during a review, the State agency shall notify the Institution and the Vendor that reimbursement shall not be paid for meals prepared by the Vendor after a date specified in the notification.

## **VII. Health and Sanitation**

- A. Vendor and the Institution agree that state and local health and sanitation requirements will be met at all times. Vendor will meet all state and local health regulations that apply to Vendor facilities and any other facilities in which meals are prepared. Vendor will maintain applicable health certifications for facilities where meals are prepared.
- B. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

- C. The Institution will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

## **VIII. Institution Control of Food Service**

The Institution will maintain overall responsibility for administration of the food service, in accordance with CACFP regulations and policies. The Institution will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming CACFP reimbursement from the Minnesota Department of Education.
- B. Ensure that the food service operation is in conformance with the Institution's agreement with the Minnesota Department of Education to participate in CACFP.
- C. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- D. Maintain all applicable health certifications for the Institution(s) and ensure that state and local health regulations are being met by Vendor, if Vendor prepares or serves meals at the Institution's facility.
- E. Monitor meals to ensure the food service is in conformance with program regulations.
- F. Retain signature authority on the agreement with the Minnesota Department of Education. Retain signature authority for the annual application and monthly claims by electronically submitting required information to the Minnesota Department of Education.
- G. Prepare contract for vended meals documents.
- H. Review, approve or deny, and if applicable verify CACFP Household Income Statements.

## **IX. Additional Vendor Responsibilities**

Vendor agrees to comply with the following. As applicable, incorporated into this contract by reference.

- A. If contract exceeds \$10,000: Executive Order 11375 of the Equal Employment Opportunity Act, and as supplemented in Department of Labor regulations.
- B. If contract exceeds \$100,000: Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 United States Code (USC) 3701 – 3708) as supplemented by the U.S. Department of Labor regulations (29 CFR Part 5).
- C. If contract exceeds \$150,000: All applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 USC 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251 – 1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency (EPA).

## **X. Nonperformance or Noncompliance**

In cases of nonperformance or noncompliance on the part of Vendor, Vendor will pay the Institution for any excess costs which the Institution may incur by obtaining meals from another source. The Institution will notify Vendor (and surety company if performance bond is in effect) of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, the Institution may negotiate another contract (or request surety company to provide another Vendor). The defaulting Vendor is liable for any difference in price between the original price and the new contract price.

Indicate here any additional requirements regarding nonperformance or noncompliance, or any bonding requirements:

## **XI. Termination**

Either party may terminate this contract for cause by notice in writing as described:

Either party may terminate this contract with a 30 day notice.

(The number of days required for notice of termination, which may not exceed 60 days, must be stated.) The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

## **XII. Contract Renewals**

This contract may be renewed up to four times, **not to exceed a total of five years**, by mutual agreement of the Institution and Vendor. The contract may **not** automatically renew. Renewal of the contract is contingent upon the fulfillment of all contract provisions. The CACFP Renewal of Contract for Vended Meals form, available from MDE, will be used to renew the contract. Prices will be adjusted from the previous year's prices by a percentage not to exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Food Away From Home in the Midwest Region. The change in the index will be measured by the calendar year preceding the contract effective date, unless a different time period is specific here:

## **XIII. Summer Food Service Program (Optional)**

Vendor agrees to provide meals for the Summer Food Service Program (SFSP), in accordance with federal regulations at 7 CFR 225 and other SFSP requirements, if the Institution participates in the SFSP during the original contract term or during any contract renewal.

Vendor will provide the types of SFSP meals indicated below.

- Breakfast
- Lunch
- Snack
- Supper

Vendor will provide SFSP meals that meet the requirements for the following meal patterns:

- Summer Food Service Food Program Meal Pattern (7 CFR 225)
- Child and Adult Care Food Program Meal Pattern for Children Ages 1-2 or 3-5 (7 CFR 226)
- Child and Adult Care Food Program Meal Pattern for Infants (7 CFR 226)
- Schools Only: National School Lunch and Breakfast Meal Patterns (7 CFR 210 and 220)

Check one or both boxes:

Unitized Meals: Vendor will provide unitized meals for SFSP. This box must be checked unless all food will be provided in non-unitized / bulk quantities as described below.

\*Non-Unitized / Bulk: Vendor will provide non-unitized / bulk quantities for SFSP, with instructions on the planned portion size for each food component. MDE approval of the Institution's SFSP application is approval of a waiver from the SFSP requirement to provide unitized meals.

\*By selecting this method, the Institution requests MDE Food and Nutrition Service to waive the unitized meals requirement. Approval of the Institution's SFSP application indicates that the waiver has been granted. Non-unitized/bulk quantities must be accompanied by written instructions from Vendor regarding the planned portion size for each food component.

The Institution will upload [delivery schedule and meal types](#) for SFSP in CLICS and submit to Vendor when available.

Unless indicated below, the Institution will pay for SFSP meals provided by Vendor using the same payment structure used for CACFP meals.

#### **XIV. Vendor Certification Statements**

Check one:

The contract amount is expected to be less than \$100,000.  
The following certifications are attached to this contract: (1) Independent Price Determination Certificate (signed by Vendor and Institution) and (2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower-Tier Covered Transactions (signed by Vendor). (3) Assurance of Civil Rights Compliance (signed by Vendor).

The contract amount is expected to be \$100,000 or more.  
In addition to the three certifications listed above, a Certification Regarding Lobbying (signed by Vendor) and, if applicable, a Disclosure of Lobbying Activities (signed by Vendor) are attached to this contract.

#### **XV. Additional Provisions at Option of Institution and Vendor**

Describe any additional provisions here, or reference here to additional attached provisions. Additional provisions may not conflict with other contract provisions or materially change the required provisions of the contract and are subject to review by MDE.

## Signatures

### *Institution*

Name: Arrowhead Economic Opportunity Agency

Authorized Representative (print name): Scott Zahorik

Title: Executive Director Email scott.zahorik@aeoa.org Phone 218-748-7331

Signature \_\_\_\_\_ Date: \_\_\_\_\_

### *Vendor*

Name: INAC ISD # 695

Address: 300 3 Ave SW Chisholm, MN 55719

Authorized Representative (print name): Mark Morrison

Title: Superintendent

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Vendor Contact (print name): Tonja Cunningham

Title: Food Svc Director Email tonja.cunningham@isd#701.org Phone \_\_\_\_\_

Address: 800 East 21st St Hibbing, MN 55746

Location where meals are produced if different: 1000 1st Ave NE Chisholm, MN 55719

## Independent Price Determination Certificate

Both the Vendor (Offeror) and the Institution shall execute this Independent Price Determination Certificate.

INAC ISD # 695 Chisholm

AEOA

Name of Vendor

Name of Institution

By submission of this offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror for the purpose of restricting competition.
3. No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the Offeror certifies that:

1. He/she/they is the person in Offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to 1 through 3 above; or
2. He/she/they is not the person in Offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to 1 through 3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to 1 through 3 above.

**To the best of my knowledge, this Offeror, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:**

<hr style="border: none; border-top: 1px solid black;"/>	<b>Superintendent</b>	<hr style="border: none; border-top: 1px solid black;"/>
Signature of Vendor's Authorized Representative	Title	Date

**In accepting this offer, the Institution certifies that no representative of the Institution has taken any action that may have jeopardized the independence of the offer referred above.**

<hr style="border: none; border-top: 1px solid black;"/>	<b>Executive Director</b>	<hr style="border: none; border-top: 1px solid black;"/>
Signature Institution Authorized Representative	Title	Date

## Instructions for Certification Regarding Debarment Form

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the certification form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary-covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, search the Excluded Parties List System (EPLS) at: <https://sam.gov/content/home>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

## **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower-Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions.

(Read instructions on previous page before completing Certification.)

- 1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2) Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vendor Name: INAC ISD # 695 Chisholm

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative: Mark Morrison Superintendent

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Assurance of Civil Rights Compliance

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and Institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the vendor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the vendor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the vendor.

Vendor Name: INAC ISD # 695 Chisholm

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative: Mark Morrison Superintendent

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions;
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: INAC ISD # 695 Chisholm

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative: Mark Morrison Superintendent

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Table 1: Delivery Schedule for Multi-Site Institutions**

Site Name and Site Address	CLICS Site ID	Days of the Week	Meals Delivered and Number (#) of Meals Delivered	Time(s) of Delivery
Chisholm Head Start 1000 1st Ave NE Chisholm, MN 55719	1000001148	M-TH	<input type="checkbox"/> Breakfast #: _____ <input checked="" type="checkbox"/> Lunch #: <u>20</u> <input type="checkbox"/> Supper #: _____ <input type="checkbox"/> Snacks #: _____ <input type="checkbox"/> Extra Milk #: _____	11:05 a.m.
			<input type="checkbox"/> Breakfast #: _____ <input type="checkbox"/> Lunch #: _____ <input type="checkbox"/> Supper #: _____ <input type="checkbox"/> Snacks #: _____ <input type="checkbox"/> Extra Milk #: _____	
			<input type="checkbox"/> Breakfast #: _____ <input type="checkbox"/> Lunch #: _____ <input type="checkbox"/> Supper #: _____ <input type="checkbox"/> Snacks #: _____ <input type="checkbox"/> Extra Milk #: _____	
			<input type="checkbox"/> Breakfast #: _____ <input type="checkbox"/> Lunch #: _____ <input type="checkbox"/> Supper #: _____ <input type="checkbox"/> Snacks #: _____ <input type="checkbox"/> Extra Milk #: _____	
			<input type="checkbox"/> Breakfast #: _____ <input type="checkbox"/> Lunch #: _____ <input type="checkbox"/> Supper #: _____ <input type="checkbox"/> Snacks #: _____ <input type="checkbox"/> Extra Milk #: _____	
			<input type="checkbox"/> Breakfast #: _____ <input type="checkbox"/> Lunch #: _____ <input type="checkbox"/> Supper #: _____ <input type="checkbox"/> Snacks #: _____ <input type="checkbox"/> Extra Milk #: _____	



July 19, 2024

TO: Mark Morrison, Superintendent  
Travis Vake, Athletic Director  
Chisholm High School

**RE: ATC Coverage**

Big Stone Therapies, Inc. (BST) is pleased to provide Athletic Training services to the Chisholm High School (Facility). We will provide these services for the 2024-2025 school year as follows:

1. **Location of Services.** The services will be provided at Facility school athletic venues.
2. **Delivery of Services.**
  - BST will provide 1 day a week coverage in the training room during the school year for up to 1.0 hours each visit (~38 hours).
  - BST will provide educational service at all preseason parent meetings for all sports as arranged by athletic directors and coaches of Facility (~3 hours).
  - BST will provide coverage for all home varsity football games (~12 hours)
  - BST will provide coverage for the boys and girls holiday basketball tournaments (up to 16 hours)
  - BST will provide coverage for all home site playoff games/events for fall, winter, and spring sports (up to 16 hours)
  - Additional event coverage (i.e. away playoff games) and additional training room coverage can be provided with a written request and physical therapist or athletic trainer's availability for \$60/hour including travel time and mileage at the allowable IRS rate for out-of-town events. Mileage is not covered for home events or away events when a team bus is taken.
3. **Equipment.** Facility shall provide necessary and adequate equipment for BST to provide the services. BST may choose from time to time to bring additional equipment and supplies to Facility.
4. **Insurance.** Both parties shall maintain appropriate insurance coverage for the activities/equipment/space each will provide.
5. **Term.** This agreement can be terminated at any time by either party by thirty (30) day written notice to the other.
6. **Compensation.** Facility shall pay BST \$5,220 for ATC coverage noted above. BST will bill in two increments, August and January. Facility shall pay additional requested services monthly at the stated \$60/hour rate including travel time and mileage at the IRS rate for out-of-town events. Mileage is not covered for home events or away events when a team bus is taken. Facility shall promptly pay all invoices presented in a timely basis. Invoices are due upon receipt.
7. **Mutual Indemnification.** BST shall indemnify and hold Facility harmless from all claims or causes of action arising out of the negligent acts of BST. Facility shall indemnify and hold BST harmless from all claims or causes of action arising out of the negligent acts of the Facility.

**Thank you for letting Big Stone Therapies, Inc. be of service to you!**

Chisholm High School  
Mark Morrison, Superintendent

Date

Big Stone Therapies, Inc.  
Angie Ackerman, VP of Finance & Administration

Date



A quote for your consideration.

To retrieve this eQuote online, log in to your [Dell Premier Page](#) and search for your eQuote number under “Quotes” in the top menu bar.

**Quote No.:** 3000180183993  
**Total (USD):** \$67,374.40  
**eQuote Name:** 24-25 Chromebooks for 4th, 7th, 10th  
**eQuote Creator:** jphillips@chisholm.k12.mn.us  
**Quoted On:** Aug. 15, 2024  
**Expires By:** Sep. 14, 2024

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**Company Name:** -  
**Customer Number:** -  
**Premier Page Name:** CHISHOLM IND SCHOOL DIST 695

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**Contract Code:** C000000979569  
**Customer Agreement Number:** MHEC-04152022

**Billing Address:**

-  
,

### Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
<b>Chromebook 3110</b>	160	\$623.00	\$421.09	\$67,374.40
Premier discount		- \$201.91		
			<b>Subtotal:</b>	<b>\$67,374.40</b>
			<b>Shipping:</b>	<b>\$0.00</b>
			<b>Estimated Tax:</b>	<b>\$0.00</b>
			<b>Total (USD):</b>	<b>\$67,374.40</b>

## Product Details



### Chromebook 3110 (210-BCGK)

Order Code: s012c3110jslusr

Qty	Unit Price	Subtotal
160	\$421.09	\$67,374.40

Module	Description	Product Code	SKU	Qty
Chromebook 3110	Dell Chromebook 3110	G0237BN	210-BCGK	1
Base Options	Intel® Celeron™ N4500 (Dual Core, up to 2.8GHz, 4M Cache, 6W), 4GB Memory, 64GB Storage	G0BZCQF	338-CMWP	1
Memory	4 GB: LPDDR4, 2933 MT/s (onboard)	GGZ9IE7	370-AGYU	1
Hard Drive	64 GB eMMC, on-board	GOU4FRY	400-BNIB	1
LCD	11.6", HD 1366x768, 60Hz, Non-Touch, Anti-Glare, Cam/Mic, WLAN	GHKS007	391-BGHL	1
Keyboard	Single Pointing Non Backlit, US English	G2496YG	583-BINI	1
Mouse	No Mouse	G8043UZ	570-AADK	1
Wireless	Intel® Wi-Fi 6 AX201, 2x2, 802.11ax	G2PAUHD	555-BHJR	1
Primary Battery	3 Cell, 42Whr Longlife Battery	GCO9MEZ	451-BCWJ	1
Power Supply	65W TYPE-C EPEAT Adapter	GD6PFT8	450-BCPZ	1
Power Cord	E4 Power Cord 1M for US	G7XRU8M	537-BBBL	1
Placemat	Quickstart Guide	G47CX3P	340-CXGY	1
Back Cover	LCD, NonTouch	G87APX2	320-BENN	1
Retail	Non Retail Order	NRTL	631-ABBH	1
Google Management & Enrollment	Chrome Education Upgrade with Google Zero Touch Enrollment	GX54ARU	634-BYQH,634-BYQI	1
Carrying Cases	No Carrying Case	G3WKG0Y	460-BBEX	1
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	340-AGIK	1
FGA Module	3110_Chrm_JSL_FY24_012/US/BTS	FG0025	998-GRBM	1
Label	Label C0, Mini Celeron, 4GB, without HDMI + NonTouch LCD	GLH5FER	389-EBXG	1
Packaging	System Shipment, Chromebook 3110	GELW7TS	340-CXHC	1
Processor Branding	Intel® Gen Celeron CPU label	GAG6C7O	389-DYFS	1
Transportation from ODM to region	Smart Selection Shipment, Chromebook (VS)	GRCZH4G	800-BBQM	1
Packaging Label	POD Label	POD	389-BKKL	1
Chassis Options	Bottom Door	G6NZOWS	321-BHEO	1
Mobile Broadband	No Mobile Broadband Card	GR957IY	556-BBCD	1
Hardware Support Services	3 Years Mail In Service	G8IQBTX	868-9850,868-9856	1
Accidental Damage	3-year Accidental Damage Service	G2FTNEV	868-9846	1

## Need Help?



We're here to answer any of your Order Support questions. [Contact Us.](#)

CONNECT WITH DELL:



## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

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## **529 STAFF NOTIFICATION OF VIOLENT BEHAVIOR BY STUDENTS**

Chisholm Public Schools Independent School District No. 695

Board Policy 529

Series: 500-Students

Subject: 526 Staff Notification of Violent Behavior by Students

Adopted/Revised:

*[Note: School districts are not required to adopt a policy regarding staff notification of violent behavior by students. State law does, however, require school districts to provide classroom teachers with notice of the placement of students with a history of violent behavior in their classrooms. Thus, school districts may decide the manner in which they provide such notice. In 2003, the Minnesota Legislature required a committee, including a representative from the Minnesota School Boards Association (MSBA), to develop a model policy for schools to notify staff about violent behavior by students. That model policy is available on the Minnesota Department of Administration's website. MSBA has modified the committee-developed policy for consistency with its other model policies and to reflect management perspectives. MSBA recommends this policy.]*

### **I. PURPOSE**

In an effort to provide a safe school environment, the assigned classroom teacher and certain staff members should know whether a student to be placed in the classroom has a history of violent behavior. Additionally, decisions should be made regarding how to manage such a student.

The purpose of this policy is to address the circumstances in which data should be provided to classroom teachers and other school staff members about students with a history of violent behavior and to establish a procedure for notifying staff regarding the placement of students with a history of violent behavior.

### **II. GENERAL STATEMENT OF POLICY**

- A. Any staff member or other employee of the school district who obtains or possesses information concerning a student in the building with a history of violent behavior shall immediately report said information to the principal of the building in which the student attends school.
- B. The administration will meet with the assigned classroom teacher and other appropriate staff members for the purpose of notifying and determining how staff will manage such student.
- C. Only staff members who have a legitimate educational interest in the information will receive notification.

### **III. DEFINITIONS**

For purposes of this policy, the following terms have the meaning given them.

- A. Administration

"Administration" means the superintendent, building principal, or other designee.

- B. Classroom Teacher

"Classroom teacher" means the instructional personnel responsible for the course or

room to which a student is assigned at any given time, including a substitute hired in place of the classroom teacher.

C. History of Violent Behavior

1. A student will be considered to have a history of violent behavior if incident(s) of violence, including any documented physical assault of a school district employee by the student, have occurred during the current or previous school year.
2. If a student has an incident of violence during the current or previous school year, that incident and all other past related or similar incidents of violence will be reported.

D. Incident(s) of Violence

"Incident(s) of violence" means willful conduct in which a student endangers or causes physical injury to the student, other students, a school district employee, or surrounding person(s) or endangers or causes significant damage to school district property, regardless of whether related to a disability or whether discipline was imposed.

E. Legitimate Educational Interest

"Legitimate educational interest" includes 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 educational data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or the 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; or
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.
4. Perform a task directly related to responding to a request for data.

F. School Staff Member

"School staff member" includes:

1. A person duly elected to the school board;
2. A person employed by the school board in an administrative, supervisory, instructional, or other professional position;
3. 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
4. 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 other school staff members such as paraprofessionals, bus drivers, occupational therapists, or police liaison officers in the definition of a "school staff member." However, the definition of a "school staff member" in this policy should be identical to the***

***school district's definition of a "school official" in Policy 515, Protection and Privacy of Pupil Records.]***

**IV. PROCEDURE FOR STAFF NOTIFICATION OF STUDENTS WITH VIOLENT BEHAVIOR**

A. Reports of Violent Behavior

Any staff member or other employee of the school district who becomes aware of any information regarding the violent behavior of an enrolling student or any student enrolled in the school district shall immediately report the information to the building principal where the student is enrolled or seeks to enroll.

B. Recipients of Notice

Each classroom teacher of a student with a history of violent behavior (see Section III.C., above) will receive written notification from the administration prior to placement of the student in the teacher's classroom. In addition, written notice will be given by the administration to other school staff members who have a legitimate educational interest, as defined in this policy, when a student with a history of violent behavior is placed in a teacher's classroom. The administration will provide notice to anyone substituting for the classroom teacher or school staff member, who has received notice under this policy, that the substitute will be overseeing a student with a history of violent behavior.

The administration may provide other school district employees or individuals outside of the school district with information regarding a student, including information regarding a student's history of violent behavior, in accordance with Policy 515, Protection and Privacy of Pupil Records.

C. Determination of Who Receives Notice

The determination of which classroom teachers and school staff members have a legitimate educational interest in information regarding a student with a history of violent behavior will be made by either: (1) the school district's Responsible Authority appointed by the school board under the Minnesota Government Data Practices Act or (2) the administration. In the event the administration makes this determination, the Responsible Authority will provide guidance to the administration as to what data will be shared.

D. Form of Written Notice

The notice given to classroom teachers and school staff members will be in writing and will include the following:

1. Name of the student;
2. Date of notice;
3. Notification that the student has been identified as a student with a history of violent behavior as defined in Section III. of this policy; and
4. Reminder of the private nature of the data provided.

E. Record of Notice

1. The administration will retain a copy of the notice or other documentation provided to classroom teachers and school staff members notified under this section.
2. Retention of the written notice or other documentation provided to classroom teachers and school staff members is governed by the approved Records

Retention Schedule.

F. Meetings Regarding Students with a History of Violent Behavior

1. If the administration determines, in his or her discretion, that the classroom teacher and/or school staff members with a legitimate educational interest in such data reasonably require access to the details regarding a student's history of violent behavior for purposes of school safety and/or intervention services for the student, the administration also may convene a meeting to share and discuss such data.
2. The persons present at the meeting may have access to the data described in Section IV.D., above.

G. Law Enforcement Reports

Staff members will be provided with notice of disposition orders or law enforcement reports received by the school district in accordance with Policy 515, Protection and Privacy of Pupil Records. Where appropriate, information obtained from disposition orders or law enforcement reports also may be included in a Notification of Violent Behavior.

**V. MAINTENANCE AND TRANSFER OF RECORDS**

A report, notice, or documentation pertaining to a student with a history of violent behavior are educational records of a student and will be retained, maintained, and transferred to a school or school district in which a student seeks to enroll in accordance with Policy 515, Protection and Privacy of Pupil Records.

**VI. PARENTAL NOTICE**

- A. The administration will notify parents annually that the school district gives classroom teachers and other school staff members notice about students' history of violent behavior.
- B. Prior to providing the written notice of a student's violent behavior to classroom teachers and/or school staff members, the administration will inform the student's parent or guardian that such notice will be provided.
- C. Parents will be given notice that they have the right to review and challenge records or data, including the data documenting the history of violent behavior, in accordance with Policy 515, Protection and Privacy of Pupil Records.

**VII. TRAINING NEEDS**

Representatives of the school board and representatives of the teachers will discuss the needs of students and staff. The parties may discuss necessary training which may include training on conflict resolution and positive behavior interventions and may discuss necessary intervention services such as student behavioral assessments.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120A.22, Subd. 7 (**Compulsory Instruction**)  
Minn. Stat. § 121A.45 (Grounds for Dismissal)  
Minn. Stat. § 121A.64 (**Notification; Teachers' Legitimate Educational Interest**)  
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)  
Minn. Rules Parts 1205.0100-1205.2000 (**Data Practices**)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1-99.67 (Rules Implementing FERPA)  
Minn. Laws 2003, 1<sup>st</sup> Sp., Ch. 9, Art. 2, § 53

**Cross References:** MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

## 530 IMMUNIZATION REQUIREMENTS

Chisholm Public Schools Independent School District No. 695

Board Policy 530

Series: 500-Students

Subject: 530 Immunization Requirements

Adopted/Revised:

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

### I. PURPOSE

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

### II. GENERAL STATEMENT OF POLICY

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

### III. STUDENT IMMUNIZATION REQUIREMENTS

- A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated school district administrator one of the following statements:
1. a statement from a physician, advanced practice registered nurse, physician assistant, or a public clinic which provides immunizations (hereinafter "medical statement"), stating affirming that the student received the immunizations required by law, consistent with medically acceptable standards; or
  2. a medical statement ~~from a physician or a public clinic which provides immunizations, stating affirming~~ that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month and year each immunization was administered, consistent with medically acceptable standards.
- B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the medical statement ~~of a physician or public clinic which administers immunizations~~. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent

or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.

- C. The parent or guardian of persons receiving instruction in a home school shall submit one of the statements set forth in Section III.A. or III.B., above, or statement of immunization set forth in Section IV., below, to the superintendent of the school district by October 1 of the first year of their home schooling in Minnesota and the grade 7 year.
- D. When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.
- E. The school district may allow a student transferring into a school a maximum of 30 days to submit a statement specified in Section III.A. or III.B., above, or Section IV., below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.
- F. If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

#### **IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS**

Students will be exempt from the foregoing immunization requirements under the following circumstances:

- A. The parent or guardian of a minor student or an emancipated student submits a ~~physician's~~ signed medical statement ~~stating affirming~~ that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or
- B. The parent or guardian of a minor student or an emancipated student submits his or her notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian or student.

#### **V. NOTICE OF IMMUNIZATION REQUIREMENTS**

- A. The school district will develop and implement a procedure to:
  - 1. notify parents and students of the immunization and exemption requirements by use of a form approved by the Department of Health;
  - 2. notify parents and students of the consequence for failure to provide required documentation regarding immunizations;
  - 3. review student health records to determine whether the required information has been provided; and
  - 4. make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment.

[See Attachments A, B, C, and D.]

- B. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

## **VI. IMMUNIZATION RECORDS**

- A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority.
- B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student. Immunization data is private student data and disclosure of such data shall be governed by Policy 515 Protection and Privacy of Pupil Records.
- C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.
- D. Upon request of a public or private post-secondary educational institution, the designated school district administrator will assist in the transfer of the student's immunization file to the post-secondary educational institution.

## **VII. OTHER**

Within 60 days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Department of Education stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The school district

also will forward a copy of all exemption statements received by the school district to the Commissioner of the Department of Health.

- Legal References:** Minn. Stat. § 13.32 (Educational Data)  
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)  
Minn. Stat. § 121A.17 (School Board Responsibilities)  
Minn. Stat. § 144.29 (Health Records; Children of School Age)  
Minn. Stat. § 144.3351 (Immunization Data)  
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)  
Minn. Stat. § 144.442 (Testing in Schools)  
Minn. Rules Parts 4604.0100-4604.1020 (Immunization)  
*McCarthy v. Ozark Sch. Dist.*, 359 F.3d 1029 (8<sup>th</sup> Cir. 2004)  
Op. Atty. Gen. 169-W (July 23, 1980)  
Op. Atty. Gen. 169-W (Jan. 17, 1968)
- Cross References:** MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

## **531 THE PLEDGE OF ALLEGIANCE**

Chisholm Public Schools Independent School District No. 695

Board Policy 531

Series: 500-Students

Subject: 531 The Pledge of Allegiance

Adopted/Revised:

***[Note: Recitation of the Pledge of Allegiance by students and instruction of students as provided in this policy are required by statute. Also, the statement in Part III., below, must be included in the student handbook or a policy guide. A local school board or a charter school board of directors may waive these statutory requirements by a majority vote taken annually. If the local school board or charter school board of directors waives the requirement to recite the Pledge of Allegiance, it may adopt a district or school policy regarding the reciting of the Pledge of Allegiance.]***

### **I. PURPOSE**

The school board recognizes the need to display an appropriate United States flag and to provide instruction to students in the proper etiquette, display, and respect of the flag. The purpose of this policy is to provide for recitation of the Pledge of Allegiance and instruction in school to help further that end.

### **II. GENERAL STATEMENT OF POLICY**

Students in this school district shall recite the Pledge of Allegiance to the flag of the United States of America one or more times each week. The recitation shall be conducted:

- A. By each individual classroom teacher or the teacher's surrogate; or
- B. Over a school intercom system by a person designated by the school principal or other person having administrative control over the school.

### **III. EXCEPTIONS**

Anyone who does not wish to participate in reciting the Pledge of Allegiance for any personal reasons may elect not to do so. Students and school personnel must respect another person's right to make that choice.

### **IV. INSTRUCTION**

Students will be instructed in the proper etiquette toward, correct display of, and respect for the flag, and in patriotic exercises.

**Legal References:** Minn. Stat. § 121A.11, Subd. 3 and Subd. 4 (United States Flag)

**Cross References:** None

## **535 SERVICE ANIMALS IN SCHOOLS**

Chisholm Public Schools Independent School District No. 695

Board Policy 535

Series: 500-Students

Subject: 535 Service Animals in Schools

Adopted/Revised:

### **I. PURPOSE**

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

### **II. GENERAL STATEMENT OF POLICY**

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

### **III. DEFINITIONS**

#### **A. Handler**

A "handler" is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, "handler" means the person who cares for and supervises the animal on that individual's behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

#### **B. Service Animal**

A "service animal" is a dog (regardless of breed or size) or miniature horse that is individually trained to perform "work or tasks" for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual's disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

#### **C. Trainer**

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

#### **D. Work or Tasks**

1. "Work or tasks" are those functions performed by a service animal.
2. Examples of "work or tasks" include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens,

retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

#### **IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES**

A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school-sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.

B. It is an unfair discriminatory practice to prohibit a person with a disability from taking a service animal into the public place or conveyance to aid persons with disabilities, and if the service animal is properly harnessed or leashed so that the person with a disability may maintain control of the service animal.

C. The school district shall not require a person with a disability to make an extra payment or pay an additional charge when taking a service animal into any school district building.

**[NOTE: The 2024 Minnesota legislature revised Minn. Stat. 3631.19, as reflected in Paragraphs B. and C.]**

D. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:

1. Is the service animal required because of a disability; and
2. What work or tasks is the service animal trained to perform.

E. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.

F. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

#### **V. REQUIREMENTS FOR ALL SERVICE ANIMALS**

A. The service animal must be required for the individual with a disability.

B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.

- C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).
- D. The service animal must be housebroken.
- E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.
- F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.
- G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.
- H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

**VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL**

- A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. School district employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.
- B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.
- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

**VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL**

- A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:
  - 1. Any of the requirements described in Part V., above, are not met.
  - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
  - 3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or

4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.
- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

### **VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES**

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

- A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- B. Whether the handler has sufficient control of the miniature horse;
- C. Whether the miniature horse is housebroken; and
- D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

### **IX. ALLERGIES; FEAR OF ANIMALS**

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

### **X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS**

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

### **XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES**

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

### **XII. LIABILITY**

- A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.
- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

**Legal References:** Section 504 of the Rehabilitation Act of 1973  
28 C.F.R. § 35.104 (ADA Regulations)  
28 C.F.R. § 35.130(b)(7) (ADA Regulations)  
28 C.F.R. § 35.136 (ADA Regulations)  
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)  
Minn. Stat. § 256C.02 (Public Accommodations)  
Minn. Stat. § 363A.19 (Discrimination Against Disabilities Prohibited)  
Minn. Stat. § 609.226 (Harm Caused by Dog)  
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

**Cross References:** MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)  
MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

## **605 ALTERNATIVE EDUCATIONAL SERVICES**

Chisholm Public Schools Independent School District No. 695

Board Policy 605

Series: 600 Education Program

Subject: 605 Alternative Educational Services

Adopted/Revised:

### **I. PURPOSE**

The purpose of this policy is to recognize the need for alternative educational services for some school district students.

### **II. GENERAL STATEMENT OF POLICY**

The school board recognizes the importance of alternative educational services for some students. Circumstances may be such that some students are put at risk of being able to continue or to complete their education programs. It is the policy of the school district that options shall be made available for some students to select educational alternatives that will enhance their opportunity to complete their education programs, recognizing that some students may become successful learners if given an opportunity to learn in a different environment and through a different learning style.

### **III. RESPONSIBILITY**

- A. Any student who is 17 years old who seeks to withdraw from school, and the student's parent or guardian must attend a meeting with school personnel to discuss the educational opportunities available to the student, including alternative educational opportunities and sign a written election to withdraw from school.
- B. It shall be the responsibility of the superintendent to identify alternative educational opportunities to be made available to students who may be at risk, to recommend such alternative programs to the school board for approval, and to familiarize students and parents with the availability of such alternative educational services. The superintendent shall, through cooperative efforts with other schools, agencies, and organizations, periodically recommend additional or modified alternative educational services to the school board.
- C. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to alternative programs.

**Legal References:** Minn. Stat. § 120A.22, Subd. 8 (Compulsory Instruction)  
Minn. Stat. § 121A.41, Subd. 11 (Definitions)  
Minn. Stat. § 121A.45, Subd. 1 (Grounds for Dismissal)  
Minn. Stat. § 123A.06 (State-Approved Alternative Programs and Services)  
Minn. Stat. § 124D.66 (Assurance of Mastery Programs)  
Minn. Stat. § 124D.68 (Graduation Incentives Programs)  
Minn. Stat. § 124D.74 (American Indian Language and Cultural Educational Programs)  
Minn. Stat. § 125A.50 (Alternative Delivery of Specialized Instructional Services)

**Cross References:** MSBA/MASA Model Policy ~~603~~ (Curriculum Development)

MSBA/MASA Model Policy 604 (Instructional Curriculum)