

Chisholm School District School Board Meeting Agenda

Monday, February 24, 2025 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	
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V. Consent Agenda	
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X. Adjourn

February 10, 2025

The Regular Meeting of the School Board, Independent School District No. 695, was called to order at 5:00 PM on February 10, 2025, in the Elementary Board Room. Members present: Directors Randa Sauter, Rice, Corradi Simon, Lappi, Rahja, and Casey

APPROVE AGENDA

Moved by Director Randa Sauter, supported by Director Rahja, to approve the agenda with the following addition: Personnel, add item B, and under Business, Item K, add the following: Resolution accepting donation of 2003 Pontiac Grand AM Vehicle from Bob Keogh to support student industrial programs. Motion carried unanimously.

REPORTS

Dawn Koski, Early Childhood Coordinator, discussed adding a sliding fee schedule with the board.

APPROVE THE CONSENT AGENDA

Moved by Director Lappi, supported by Director Rice, and approved unanimously the consent agenda, which consists of the minutes of January 27, 2025, Regular Meeting, and the following for the month of January 2025: Payrolls in the amount of \$720,954.38 and Accounts Payable in the amount of \$3,367,504.56. Motion carried unanimously.

Personnel

HIRE JILL BELLAND

Moved by Director Rahja, supported by Director Randa Sauter, to approve the hiring of Jill Belland to Job #288 Paraprofessional, Elementary School, effective February 10, 2025. Motion carried unanimously.

HIRE TRAVIS VAKE

Moved by Director Randa Sauter, supported by Director Lappi, to approve the hiring of Travis Vake to Job #278, Level I Softball Coach, High School, effective March 10, 2025. Motion carried unanimously.

Administrative Business

APPROVE 2024-2025 CERTIFIED STAFF SENIORITY LIST

Moved by Director Rahja, supported by Director Lappi, to approve the 2024-2025 school year Certified Staff Seniority list as presented. Motion carried unanimously.

APPROVE 2024-2025 NON-CERTIFIED STAFF SENIORITY LIST

Moved by Director Corradi Simon, supported by Director Rice, to approve the 2024-2025 Non-Certified Staff Seniority list as presented. Motion carried unanimously.

APPROVE ISSUING A CHANGE ORDER FUNDED BY CONSTRUCTION CONTINGENCY NOT TO EXCEED \$78,072.00 TO TNT CONSTRUCTION GROUP FOR CODE-REQUIRED STRUCTURAL IMPROVEMENTS THAT EXCEED THE SUPERINTENDENT'S APPROVAL AUTHORITY

Moved by Director Rahja, supported by Director Corradi Simon, to approve issuing a change order funded by construction contingency not to exceed \$78,072.00 to TNT Construction Group for code-required structural improvements that exceed the superintendent's approval authority. Motion carried unanimously.

APPROVE THE ADDITIONAL PROFESSIONAL SERVICES AGREEMENT BETWEEN INGENSA AND CHISHOLM PUBLIC SCHOOL ISD 695 IN THE AMOUNT OF \$838,350.00 FOR PROFESSIONAL SERVICES FOR THE IRRRB IMPROVEMENTS AT THE CHISHOLM PUBLIC SCHOOLS AS PRESENTED

Moved by Director Lappi, supported Director Rahja to approve the additional professional services agreement between InGensa and Chisholm Public School ISD 695 in the amount of \$838,350.00

for professional services for the IRRRB improvements at the Chisholm Public Schools as presented. Motion carried unanimously.

APPROVE PAYMENT TO THE CITY OF CHISHOLM IN THE AMOUNT OF \$10,500.00 FOR REIMBURSEMENT FOR THE SCHOOL RESOURCE OFFICER FROM SEPTEMBER 2024 TO DECEMBER 2024

Moved by Director Lappi, supported by Director Corradi Simon, to approve payment to the City of Chisholm in the amount of \$10,500.00 for reimbursement for the School Resource Officer from September 2024 to December 2024. Motion carried unanimously.

APPROVE THE PURCHASE OF (35) FOOTBALL UNIFORM JERSEY TOPS THROUGH BSN SPORTS FOR THE AMOUNT OF \$5,500.00

Moved by Director Lappi, supported by Director Rahja, to approve the purchase of (35) Football Uniform Jersey tops through BSN Sports for the amount of \$5,500.00. Motion carried unanimously.

APPROVE THE 3-YEAR CONTRACT WITH BSN SPORTS/NIKE TEAM 360 REWARDS PROGRAM

Moved by Director Corradi Simon, supported by Director Rice, to approve the 3-year Contract with BSN Sports/Nike Team 360 Rewards Program. Motion carried unanimously.

RESCIND POLICY 522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE, AND PROCESS APPROVED BY THE SCHOOL BOARD ON NOVEMBER 10, 2024

Moved by Director Corradi Simon, supported by Director Rahja to rescind Policy 522 Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process approved by the school board on November 10, 2024. Motion carried unanimously.

APPROVE POLICY 522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE, AND PROCESS WITH THE FINAL RULE ON TITLE IX CONSISTENT WITH THE COURT'S ORDER ON JANUARY 8, 2025, AS PRESENTED

Moved by Director Lappi, supported by Director Rahja to approve Policy 522 Title IX Sex Nondiscrimination Policy, Grievance Procedure, and Process with the Final Rule on Title IX Consistent with the Court's Order on January 8, 2025, as presented. Motion carried unanimously.

ADOPT RESOLUTION FOR DONATIONS

Moved by Director Corradi Simon, supported by Director Lappi, to approve the resolution for donations. Being a resolution, a roll call vote was taken and carried as follows:

For: Directors Randa Sauter, Rice, Corradi Simon, Lappi, Rahja, and Casey

Against: None

Abstain: None

SECOND READING OF POLICY 701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET

Chair Casey presented the second reading of Policy 701, Establishment and Adoption of School District Budget

SECOND READING OF POLICY 702 ACCOUNTING

Chair Casey presented the second reading of Policy 702 Accounting

SECOND READING OF POLICY 703 ANNUAL AUDIT

Chair Casey presented the second reading of Policy 703 Annual Audit

SECOND READING OF POLICY 705 INVESTMENTS

Chair Casey presented the second reading of Policy 705 Investments

SECOND READING OF POLICY 706 ACCEPTANCE OF GIFTS

Chair Casey presented the second reading of Policy 706 Acceptance of Gifts

SECOND READING OF POLICY 710 EXTRACURRICULAR TRANSPORTATION ACCOUNTING

Chair Casey presented the second reading of Policy 710 Extracurricular Transportation Accounting

SECOND READING OF POLICY 712 VIDEO SURVEILLANCE OTHER THAN ON BUSES

Chair Casey presented the second reading of Policy 712 Video Surveillance Other Than on Buses

SECOND READING OF POLICY 713 STUDENT ACTIVITY ACCOUNTING

Chair Casey presented the second reading of Policy 713 Student Activity Accounting

SECOND READING OF POLICY 714 FUND BALANCES

Chair Casey presented the second reading of Policy 714 Fund Balances

SECOND READING OF POLICY 720 VENDING MACHINES

Chair Casey presented the second reading of Policy 720 Vending Machines

SECOND READING OF POLICY 721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

Chair Casey presented the second reading of Policy 721 Uniform Grant Guidance Policy Regarding Federal Revenue Sources

SECOND READING OF POLICY 722 PUBLIC DATA AND DATA SUBJECT REQUEST

Chair Casey presented the second reading of Policy 722 Public Data and Data Subject Request

Discussion: -Blue Streak Bingo at Jim's went well. Raised \$1,100 for Track uniforms
-Wednesday is Someone Special at the CE

Information:
-February 2025 enrollment numbers

ADJOURN

Moved by Director Randa Sauter, supported by Director Corradi Simon, to adjourn the meeting at 5:46 PM. Motion carried unanimously.

Danielle Randa Sauter, clerk

DRS/lea

To whom it may concern,

I would like to say thank you for the opportunity to work for the Chisholm School District.

Please accept this as my letter of resignation from both Transportation Foreman and Key Club Advisor. My last day will be on February 28, 2025.

2/7/2025

Jaden Jarmer

A handwritten signature in black ink, appearing to read "Jaden Jarmer", with a long horizontal flourish extending to the right.

Resignation from Paraprofessional Position

1 message

Alissa Ostrander <aostrander@chisholm.k12.mn.us>

Mon, Feb 17, 2025 at 10:30 PM

To: Mark Morrison <mmorrison@chisholm.k12.mn.us>, Karla Winter <kwinter@chisholm.k12.mn.us>

Cc: Lisa Aldrich <laldrich@chisholm.k12.mn.us>, Darlene Esler <desler@chisholm.k12.mn.us>, Meagan Scipioni <mscipioni@chisholm.k12.mn.us>

To Whom It May Concern,

I am writing to formally resign from my paraprofessional position at Chisholm Elementary School, effective immediately, February 17, 2025.

It is with deep regret that I make this decision due to a sudden loss of my daycare provider. As a parent of a young son with autism, I am currently unable to find a qualified replacement quickly enough to continue being the reliable and active member of staff I know is necessary for this position.

I am truly grateful for the opportunity to work with ISD 695, even for a short time. Thank you for your understanding.

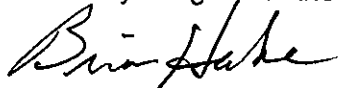
Sincerely,
Alissa (Ali) Ostrander

To: Superintendent Morrison,
School Board Chair Casey,
School Board of Chisholm Schools

From: Brian Hake

I am writing this letter to inform you that I am resigning from my position as Chisholm High School Principal for the purpose of retirement at the end of my contract this year. I would like to thank you for the opportunity to come back to Chisholm and end my career in the district where it started. This district and town has become our home in the 29 years my family and I have lived here. I was encouraged to challenge myself and become an administrator and was able to go to other districts and learn new things. Coming back to CHS was the perfect ending for my career.

Thank you again for the opportunity,

A handwritten signature in black ink that reads "Brian Hake". The signature is written in a cursive, flowing style.

Brian Hake

SPONSORSHIP AGREEMENT
(Insert name of detailed agreement)

This SPONSORSHIP AGREEMENT (the "Agreement") is made as of the 24TH day of February, 2025 by and between National Bank of Commerce, a national banking association (the "Licensee" or "NBC"), and Independent School District 695, a statutory educational entity (the "Licensor" or "District").

In consideration of their mutual promises, the Parties agree as follows:

RECITALS

WHEREAS, the District owns and plans on improving the Chisholm High School Gymnasium located at 300 3rd Ave SW Chisholm, MN 55719-2064 and

WHEREAS, the venue will be the "home" complex of various Chisholm Bluestreak teams and will be used as well by a variety of others in the community; and

WHEREAS, pursuant to Minnesota statutory authority, the District, by and through its Board of Education has the power and authority to grant certain third-party licensure for sponsorship naming and/or logo rights associated with gymnasium and

WHEREAS, the (facility) will be "new/modified construction," accordingly, and as part of the preparation for new/modified construction the District proposed and made offers to commercial businesses in the geographical area of certain commercial sponsorship and naming right opportunities/packages, certain financial levels of which would grant certain logo placement and naming rights to accepting offerees; and

WHEREAS, the District received a responsive proposal from NBC, which the District desires to accept upon certain terms and conditions identified herein; and

WHEREAS, the District desires to grant to NBC for the term identified herein, the licensure to certain naming, sponsorship and "logo" rights and ancillary benefits in consideration for NBC's agreement to pay a sponsorship fee as set forth herein and contemporaneously making a separate donation as set forth herein;

NOW THEREFORE, in consideration of these Recitals, hereby incorporated into this Agreement, the following mutual promises, and all other good and valuable consideration, the receipt and adequacy of which are mutually acknowledged, the Parties agree as follows:

AGREEMENT

- 1. DEFINITIONS.** As used in this Agreement, the following terms will have the following meanings:

- A. "Naming Rights" means the exclusive license to sponsor the venue videoboards and scoreboards pursuant to the terms of the agreement.
- B. "Venue" means the event facility located at 300 3rd Ave SW Chisholm, MN 55719-2064 known as the Chisholm High School Gymnasium.
- C. "Venue Marks" or • Marks" means the name, logos or any stylized form or combination thereof utilized by NBC to identify its brand.
- D. "Logos" means marks of a type meant to identify with NBC, containing art, color and stylization elements meant to promote understanding and identity of the brand. NBC has agreed to the blue signage to keep the theme of the videoboard and scoreboards in unison with the school's colors.

2. **SPONSORSHIP RIGHTS AND ANCILLARY BENEFITS**

- A. **Chisholm High School Gymnasium (current facility name).** During the term of this Agreement, the District hereby grants to NBC the license to associate its name with (facility) pursuant to the terms hereunder (the "Sponsorship Rights"). As of the date of the agreement and by reference prior thereto, the official name of the venue will be "Chisholm High School Gymnasium," unless amended or changed in accordance with this Agreement, and the venue shall be referred to as the "Chisholm High School Gymnasium." The Parties will determine in good faith a protocol guiding appropriate name change proposals in the future.
- B. **Venue Logos.** During the term of this Agreement, the Parties agree that NBC will have its logo on the videoboard and scoreboards located in the Chisholm High School Gymnasium. Any such logo developed will be mutually agreed upon by the Parties prior to incorporation into the (facility).
- C. **Signage and Exposure.** In connection with the Sponsorship Rights granted to NBC hereunder, NBC will be entitled to certain signage or other forms of exposure of the NBC Marks, at other locations identified hereunder, provided such signage shall substantially consist of other items consistent with NBC's Mark and the Venue Marks, the logos, color palette, and usual nomenclature. The appearance and location of all ancillary signage will be mutually agreed upon by NBC and the District.
 - I. Building Signs
 - a. *Videoboard.* Sponsorship sign shall display NBC Logo and or approved digital media during facility events. Location will be in the High School Gymnasium.

- b. *Scoreboard.* NBC's logo will appear on the main scoreboard of the gymnasium.

D. Venue Branding, Promotion and Publicity.

- I. Branding and Collateral Materials. In connection to Naming Rights granted to NBC hereunder, the District agrees to support the brand exposure of NBC Logos/Name through the following branding channels;
 - a. *Preliminary and Website Publicity.* District will use reasonable efforts to ensure that the name and/or corporate logos are printed on all preliminary facility material, and programs (along with other ancillary material) and the same will be posted on a municipal website during the entirety of the construction period and for one full year after the date of substantial completion.
 - b. *Pregame and Game Publicity.* NBC's company name, either long or short version, will be mentioned in the official "welcome" at all events held at (facility).
 - c. *Joint Public Relations Campaign.* The District and NBC will cooperate in jointly planning a mutually agreeable and mutually executed public relations campaign and mutually acceptable logo of (facility) to be agreed upon.

E. Exclusivity (SAMPLE LANGUAGE ONLY APPLIES IF AGREED UPON)

- I. Exclusive Rights In addition to the sponsorship naming and logo rights granted hereunder the District agrees not to offer, grant, or sell the right to name the videoboard or scoreboard or any subordinate portion of (facility) to any third party whose: i) primary business falls within the banking or financial institution category; ii)

engages in business activities or offers products that are competitive with one or more of NBC's products.

II. **Exceptions** Notwithstanding anything herein to the contrary, any right of exclusivity provided to NBC under this Agreement will be limited in the following instances:

a. *Minor Marks/Sponsorship.* The District may permit any other party, including banks or financial institution entities, to appear on programs and/or other printed promotional materials and upon the donor wall, provided, however, that no such exposure shall be any greater than that afforded to or offered to NBC.

3. **TERM.** The term of this Agreement will begin upon execution and shall continue through (March 2035) (10 years) unless it is extended or terminated in accordance with other terms herein.

A. **Option to Extend.** If NBC is not in default of this Agreement, then six (6) months prior to the end of this initial contract period (date) NBC will provide the District with written notice of its desire to exercise its option to extend the contract and commence negotiations of the extension terms. In the event NBC does not give Notice to the District of its decision to exercise its option within the option period, NBC will be deemed to have declined its option to extend and the District would then be free to enter negotiations with third parties regarding the purchase of the naming rights following the Expiration Date of this Agreement.

4. **FEES AND COSTS**

A. **Naming Rights Fee.** In consideration of the sponsorship naming rights and ancillary benefits granted by the District hereunder, NBC agrees to pay a Sponsorship Fee in the manner and amounts set forth in the following manner:

A l u m p s u m i n 2 0 2 5 , i n t h e a m o u n t o f \$ 2 0 0 , 0 0 0 .

Of the total amount, the Parties agree, stipulate, and designate that \$200,000 will be a donation by NBC to (district) earmarked for the venue, shall be in the form of sponsorship fees and naming rights/logo fees.

B. **Costs and Expenses**

a. If, after the initial signage is developed, NBC chooses to change their logo or otherwise modify it in any fashion, additional signage or logos wherever situated, would be exchanged or put up at (facility) exclusively at NBC's cost, holding the District harmless from any out of pocket expense.

5. INTELLECTUAL PROPERTY AND OWNERSHIP OF NBC MARKS.

A. Ownership of Venue Marks. Parties agree that NBC shall continue to own all right, title and interest in its logos and marks including without limitation, signage associated with (facility).

B. License to Use Venue Marks. NBC grants to the District a limited non-exclusive and royalty free, personal and non-transferable license to use any marks associated with (facility) (or as amended or changed hereunder) for purposes related to performance under this Agreement.

6. **QUALITY CONTROL.** To the extent the use of marks is licensed and permitted under this Agreement, the District and NBC agree to cooperate with each other in facilitating a quality control review with each to supply input and consider the opinion of the others, upon request, in relation to any such marks. Parties agree to obtain approvals for their use of each other's marks throughout the Term of this Agreement in a commercially reasonable manner.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. NBC Indemnification. NBC hereby agrees to indemnify, defend and hold harmless the District, its Board, subsidiaries or affiliates, or any of its employees, officers, servants or agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, suits and proceedings including legal expenses and reasonable attorneys' fees of any of any kind or nature, imposed on, incurred by or asserted against the District, its Board or (facility) arising directly out or in connection with (i) the negligence of NBC agents; (ii) NBC's performance under this agreement or the services provided hereunder; (iii) the content of any materials including NBC logos provided by NBC and displayed and/or exhibited hereunder.

8. DEFAULT AND TERMINATION

A. Default. The occurrence of one or more of the following events or actions will constitute a breach of this agreement (the "Default") by the acting or specifically identified party.

I. Corporate Cessation. Cessation of (facility) to conduct business or if NBC is subject to any attachment, execution or other judicial seizure or sale of a substantial portion of its assets, which is not discharged or revoked within ten (10) days thereof;

II. Bankruptcy or Insolvency. The failure of NBC to pay its debts as they come due; filing, or having filed against it, a petition or other request for relief under federal or state bankruptcy or insolvency laws which is not discharged dismissed or withdrawn within sixty days of filing; or applying for or

consenting to the appointment of a receiver for all or a substantial portion of its assets;

III. Misrepresentation. The making of any material representation or warranty by any party that it knows or should have known was materially false at initiation of this Agreement.

IV. The Purchase by any Independent Third Party of all or substantially all of the assets of NBC. Provided however that if the purchasing entity seeks to continue the sponsorship, then consent to transfer the rights under this Agreement may be. Requested by NBC, subject to the consent of the District, which consent shall not be unreasonably withheld by the District.

B. Right to Terminate. In the event of a default as set forth herein, the Party not in default will have the right to terminate this Agreement upon sixty (60) days written notice to the defaulting party. Upon termination of this Agreement the Parties agree that the Parties may immediately cease to use or display the venue marks.

9. GENERAL TERMS.

A. Relationship of the Parties. The Parties are independent contractors, and nothing contained herein shall be interpreted, construed, or applied in practice in any way, as creating or establishing a partnership, agency, joint venture, or employment relationship by, between or among the Parties.

B. Dispute Resolution. NBC and the District agree that any dispute, claim, question or controversy between NBC and the District arising from or relating to this Agreement, its construction, operation or effect, or a breach thereof that cannot be resolved through consultation or direct negotiation of the parties, shall be submitted to mediation. The cost of mediation will be shared by the parties equally. The mediator shall be one as agreed to by both parties. If the parties cannot agree, then within three (3) business days of the notice to initiate mediation, NBC and the District shall each select a mediator. The two mediators shall then select a third mediator who will be responsible for the mediation.

C. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota and venue shall be exclusive to St. Louis County Circuit Court.

D. Equal Bargaining Power. The Parties have participated jointly in negotiation of drafting of this agreement. In the event of an ambiguity or question of intent or interpretation arises, there would be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any provision or prior draft of this Agreement.

E. Severability. If any portion of this Agreement is judged to be illegal, invalid or unenforceable, such portion will be given effect to the maximum extent possible by narrowing, or enforcing in part, such portion to the minimum extent necessary to make it enforceable. Any such invalidity or unenforceability will not in any way

affect the validity or enforceability of the remainder of this Agreement which will continue in full force and effect.

F. **Captions.** The captions used in this Agreement are for convenience only and will not define, limit, or otherwise be used in the construction of this Agreement.

G. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will be binding when more counterparts have been signed by each of the Parties and delivered, either manually or electronically, to the other party, it being understood that ‘all Parties need not sign the same counterpart.

H. **Entire Understanding.** This Agreement, including all Exhibits referred to herein, constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties execute this Agreement as of the first date written below.

CHISHOLM PUBLIC SCHOOL TITLE _____
DATE

NATIONAL BANK OF COMMERCE TITLE _____
DATE

BANKING SERVICES MEMORANDUM OF UNDERSTANDING AND AGREEMENT

WHEREAS, National Bank of Commerce, a Wisconsin national banking association ("NBC"), through the process of responding to Independent School District 695 ("District") sponsorship naming rights proposal, introduced a proposal to conduct banking on behalf of the District; and

WHEREAS, NBC has already assented to the terms and conditions of a sponsorship and naming rights agreement relative to the (facility), contemporaneous herewith; and

WHEREAS, the District as part of its fiduciary obligations to the taxpayers of the School District and community have conducted a review and audit of competitors providing banking services, and find NBC to have the most competitive pricing for financial services at this time resulting in substantially decreased costs to the District for similar or superior services; and

WHEREAS, the parties acknowledge and incorporate NBC's \$200,000 sponsorship and donation as addressed in the sponsorship agreement as further consideration by the District hereof; and

WHEREAS, the Board has determined to enter into a business relationship with NBC based upon its audit and review of services provided (and in consideration of the sponsorship agreement);

NOW, THEREFORE, the parties do hereby agree as follows:

1. The District will, within a commercially reasonable timeframe, transfer its business banking needs to NBC, who shall have the right to provide such services.
2. NBC understands and agrees that as part of the recent audit and review, that every five (5) years a further financial review and audit of banking costs, percentages, etc., including of NBC and competitors, shall be performed.
 - a. If upon this review NBC can continue to provide a list of competitive goods and services as determined at the discretion of the District Board, then it shall continue as the bank for the Independent School District 695.
 - b. If a financial review and audit determines that NBC is not as competitive as some of its competitors, it shall be provided with the rationale for making any such determination, and NBC shall either match or provide mutually acceptable services to the District at that time upon reasonable notice of the findings of the financial review and audit, or shall waive, release and otherwise relinquish any right or claim of right to continue as banking and financial services representative for the District.
 - c. In addition to the above, certain events shall be noted to be events of default under this agreement (those set forth in the Sponsorship Agreement which is hereby incorporated by reference), which may cause the District, whether mid-term or at any point during the term of this Memorandum of Understanding, to terminate this contract upon due notice.

Upon an event of default, the District shall be provided notice of the stated concern consistent with the above, and shall be addressed by NBC within sixty (60) days. The failure to provide a response, or the provision of a response which does not correct the stated concern, shall provide grounds for termination and relinquishment by both parties of this Memorandum of Understanding and Agreement.

- d. NBC further agrees that any modifications or increases to service fees, banking costs, or other issues which change the financial benefit to the District under this contract must be made in good faith, upon commercially reasonable terms, and not negatively impact the District through individualized treatment during the mid-term of any contract or extension.



Mark Morrison

10250 Valley View Road, Suite 147
Eden Prairie, MN 55344

Phone: 952-941-9830
Web: www.aimele.com

**Chisholm High School
Sourcewell Cooperative Contract Pricing
Competition Gym Option 1
February 2, 2025**

Daktronics Gymnasium Video Display, Scorer's Table, Scoreboards and Stadium Scoreboard

<u>Description</u>	<u>Quant.</u>	<u>Price</u>	<u>Total</u>
1. Daktronics LVN 2010 512x896-3.9mm Display Single sided video display. Includes single input Video system, computer, RTD, All sport pro, team Spirit animation, advanced Daktronics curriculum Package, FrameWrx 1 year subscription* and fiber. (Size 6'10"H x 11'-9"W x 4"D)	1	\$91,502.00	\$91,502.00
2. Daktronics BB-2121-W (LED) Gymnasium Scoreboard. Includes AS-5010 wireless Console controller, border stripe, TNMC And carry case (Size 4'H x 10'W x 6"D)	1	8,289.00	8,289.00
3. Daktronics BB-2107-W (LED) Gymnasium Scoreboard. Includes AS-5010 wireless Console controller, border stripe, TNMC, Horn, corner logo panels and carry case. (Size 6'H x 10'W x 6"D)	1	9,495.00	9,495.00
4. Daktronics SD-2102-W Stats Panel 6 Player Includes electronic caption kit and border Stripe. Set of two (6'H x 3'-6"W x 6"D)	1	10,557.00	10,557.00
5. Daktronics BB-2115-13 (LED) Dual Time shot clocks with receivers. Set of two displays (Size 2'-4"H x 2'-5"W x 6"D)	1	4,522.00	4,522.00
6. Daktronics LED Light Strips Set of two	1	2,024.00	2,024.00
7. ID/Sponsor panels 6'-10"H x 3'W Includes artwork 2'-6"H x 3'-10"W	2 2	1,201.00 657.00	2,402.00 1,314.00
8. ID/Sponsor panel 2'H x 17'-9" non backlit Includes artwork	1	1,782.00	1,782.00



10250 Valley View Road, Suite 147
Eden Prairie, MN 55344

Phone: 952-941-9830
Web: www.aimle.com

9. Daktronics SSN-150 Indoor Sound System Include Indoor sound speaker cabinet with Mesh grill face, SSR-DM2, SSR-WR-150 Wall rack with 1 handheld wireless microphone Kit, multimedia mixer, CD/media player w/tuner And Bluetooth, antenna extender kits with protective Screen, SSR-WMX wall mixer 2 channel and 500' speaker cable.	1	22,399.00	22,399.00
10. Daktronics FB-2020-W (LED) Football/ Track/Soccer Scoreboard. Includes AS-5010 wireless console controller, TNMC, Border stripe, carry case, TOL and horn. (Size 8'H x 18'W x 6"D)	1	20,169.00	20,169.00
11. Daktronics DA-1001-18 Arch Trusswork Includes base paint and artwork.	1	6,966.00	6,966.00
12. ID/Sponsor panel 36"H x 18'W Non backlit Includes initial artwork with order.	1	2,147.00	2,147.00
Shipping			4,250.00
Installation and set up indoor**			17,550.00
Installation and set up outdoor***			9,450.00
Total			\$214,818.00

*FrameWrx is yearly subscription \$600 current rate.

*Dak Classroom yearly subscription \$2,500.00 current rate.

**Includes mounting new scoreboards, mounting shot clocks with light strips, mounting video board, mounting sound system, mounting panels, mounting rack, running speaker wire, set up of control room. Fiber terminations, installing wireless control, test out and video/sound operator training. AIM will provide lift for installation.

Electrical installation for video board, scoreboards, shot clocks, sound rack, sound control outlet in gym, control room, fiber conduit and pulling fiber for video board, signal wire from video rack to scorer's table, signal wire and electrical from sound rack to SSR-WM is responsibility of Chisholm High School and must be installed by licensed electrician.



10250 Valley View Road, Suite 147
Eden Prairie, MN 55344

Phone: 952-941-9830
Web: www.aimele.com

***Installation includes removal of existing scoreboard, adding extensions to existing poles, mounting new scoreboard, trusswork and panel on existing structure, installing wireless, test out and training. Electrical disconnect and reconnect is responsible of customer and must be done by licensed electrician.

Options

HD Camera kit with headsets	\$19,780.00 each
Daktronics ST-3171-5 Scorers Table	\$5,638.00 each
Daktronics ST-3131 3.9mm Digital Scorers Table	\$32,562.00

Other Information

Warranty (5) five years parts

Lead time (12-14) weeks

Payments 30% with order, 60% prior to shipping, 10% balance due net (30) thirty days

Prices valid through February 2025

Prices do not include MN State and City Sales Taxes

Pricing reflex Sourcewell Contract #030223-DAK

Sales Taxes will be added to invoices unless ST-3 Forms are provided at time of order

Brian Grandstrand
AIM Electronics, Inc.

Mark Morrison, Superintendent
Chisholm High School

2025-2026 School Year ECFE, SR, and VPK Fee Schedule

Payment Options

CLASS	SCHOOL READINESS 3	PRESCHOOL 4	ECFE
DAYS/TIME	M, T, Th/8:30-12:30	M-Th/8:15-2:45**	Varies
LINKS	SR3 sliding fee scale	Prek4 sliding fee scale	ECFE Sliding fee scale
AGES SERVED	3	4	birth-5
FEES	\$75 a month	\$125 a month	\$75*/trimester (*see sliding fee scale)

*SCHOLARSHIPS ARE AVAILABLE

701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET

Chisholm Public Schools Independent School District No. 695

Board Policy 701

Series: 700-Non-Instructional Operations and Business Services

Subject: 701 Establishment and Adoption of School District Budget

Adopted/Revised: February 24, 2025

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. REQUIREMENT

- A. The superintendent or such other school official as designated by the superintendent or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected. When projected expenditures exceed projected revenues, the school board may consider use of an available fund balance, if one exists.
- B. The school district must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minnesota Statutes, section 123B.76.
- C. Prior to July 1 of each year, the school board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the school board's expenditure authorization for that school year. No funds may be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- D. Each year, the school district shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner of the Minnesota Department of Education (Commissioner) within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. A summary of this information and the address of the school district's official website where the information can be found must be published in a

newspaper of general circulation in the school district. At the same time as this publication, the school district shall publish the other information required by Minnesota Statutes section, 123B.10.

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

IV. IMPLEMENTATION

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

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

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

702 ACCOUNTING

Chisholm Public Schools Independent School District No. 695

Board Policy 702

Series: 700 Non-Instructional Operations and Business Services

Subject: 702 Accounting

Adopted/Revised: February 24, 2025

I. PURPOSE

The purpose of this policy is to adopt the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (**UFARS**) provided for in guidelines adopted by the Minnesota Department of Education.

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to comply with the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts.

III. MAINTENANCE OF BOOKS AND ACCOUNTS

The school district shall maintain its books and records and do its accounting in compliance with the Uniform Accounting and Reporting Standards for Minnesota School Districts (UFARS) provided for in the guidelines adopted by the Minnesota Department of Education and in compliance with applicable state laws and rules relating to reporting of revenues and expenditures.

IV. PERMANENT FUND TRANSFERS

Unless otherwise authorized pursuant to Minnesota Statutes section 123B.80, as amended, or any other law, fund transfers shall be made in compliance with UFARS and permanent fund transfers shall only be made in compliance with Minnesota Statutes section 123B.79, as amended, or other applicable statute.

V. REPORTING

The school board shall provide for an annual audit of the books and records of the school district to assure compliance of its records with UFARS. Each year, the school district shall also provide for the publication of the financial information specified in Minnesota Statutes section 123B.10 in the manner specified therein.

Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.14, Subd. 7 (Officers of Independent School Districts)
Minn. Stat. § 123B.75 (Revenue; Reporting)
Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)
Minn. Stat. § 123B.78 (Cash Flow; School District Revenues; Borrowing for Current Operating Costs; Capital Expenditure Deficits)
Minn. Stat. § 123B.79 (Permanent Fund Transfers)
Minn. Stat. § 123B.80 (Exceptions for Permanent Fund Transfers)

Cross References: MSBA/MASA Model Policy 703 (Annual Audit)

703 ANNUAL AUDIT

Chisholm Public Schools Independent School District No. 695

Board Policy 703

Series: 700 Non-Instructional Operations and Business Services

Subject: 703 Annual Audit

Adopted/Revised: February 24, 2025

I. PURPOSE

The purpose of this policy is to provide for an annual audit of the books and records of the school district in order to comply with law, to provide a permanent record of the financial position of the school district, and to provide guidance to the school district to correct any errors and discrepancies in its practices.

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with all laws relating to the annual audit of the books and records of the school district.

III. REQUIREMENT

- A. The school board shall appoint independent certified public accountants to audit, examine, and report upon the books and records of the school district. The school board may enter into a contract with a person or firm to provide the agreed upon services.
- B. After the close of each fiscal year, the books, records, and accounts of the school district shall be audited by said independent certified public accountants in accordance with applicable standards and legal requirements. The superintendent and members of the administration shall cooperate with the auditors.
- C. The school district shall, prior to September 15 of each year, submit unaudited financial data for the preceding year to the Minnesota Commissioner of Education (Commissioner) on forms prescribed by the Commissioner. The report shall also include those items required by Minnesota Statutes section 123B.14, subdivision 7.
- D. The school district shall, prior to November 30 of each year, provide to the Commissioner audited financial data for the preceding fiscal year. The school district shall, prior to December 31 of each year, provide to the Commissioner and the State Auditor an audited financial statement in a form that will allow comparison with and correction of material differences in the unaudited data. The audited financial statement must also provide a statement of assurance pertaining to compliance with uniform financial accounting and reporting standards and a copy of the management letter submitted to the school district by its auditor.
- E. The audit must be conducted in compliance with generally accepted governmental auditing standards, the Federal Single Audit Act, and the Minnesota Legal Compliance Audit Guide for School Districts issued by the Office of the State Auditor.
- F. The school board must approve the audit report by resolution or require a further or amended report.
- G. The administration shall report to the school board regarding any actions necessary to correct any deficiencies or exceptions noted in the audit.

- H. The accounts and records of the school district shall also be subject to audit and inspection by the State Auditor to the extent provided in Minnesota Statutes chapter 6.

Legal References: Minn. Stat. Ch. 6 (State Auditor)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.14, Subd. 7 (Officers of Independent School Districts)
Minn. Stat. § 123B.77, Subds. 2 and 3 (Accounting, Budgeting, and Reporting Requirement)

Cross References: MSBA/MASA Model Policy 702 (Accounting)

705 INVESTMENTS

Chisholm Public Schools Independent School District No. 695

Board Policy 705

Series: 700 Non-Instructional Operations and Business Services

Subject: 705 Investments

Adopted/Revised: February 24, 2025

I. GENERAL STATEMENT OF POLICY

All investments of surplus funds of the school district, regardless of the fund accounts in which they are maintained, shall be deposited or invested in accordance with this policy and Minnesota statutes.

The school district business manager shall routinely monitor existing investments and the contents of the school district's investment portfolio, the available markets, and the relative value of competing investment instruments.

The investments of the school district shall be undertaken in a manner that seeks to ensure the safety of principal.

The business manager shall establish a system of internal controls. These internal controls shall be annually reviewed for compliance by the school district's independent auditors.

Legal References:

M.S. 118A.01 (Public Funds; Depositories and Investments)

M.S. 118A.02 (Authorization for Deposit and Investment)

M.S. 118A.03 (Depositories and Collateral)

M.S. 118A.04 (Investments)

M.S. 118A.05 (Contracts and Agreements)

M.S. 118A.06 (Delivery and Safekeeping)

706 ACCEPTANCE OF GIFTS

Chisholm Public Schools Independent School District No. 695

Board Policy 706

Series: 700 Non-Instructional Operations and Business Services

Subject: 706 Acceptance of Gifts

Adopted/Revised: February 24, 2025

I. PURPOSE

The purpose of this policy is to provide guidelines for the acceptance of gifts by the school board.

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to accept gifts only in compliance with state law.

III. ACCEPTANCE OF GIFTS GENERALLY

The school board may receive, for the benefit of the school district, bequests, donations or gifts for any proper purpose. The school board shall have the sole authority to determine whether any gift or any precondition, condition, or limitation on use included in a proposed gift furthers the interests of or benefits the school district and whether it should be accepted or rejected.

IV. GIFTS OF REAL OR PERSONAL PROPERTY

The school board may accept a gift, grant or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members. The resolution must fully describe any conditions placed on the gift. The real or personal property so accepted may not be used for religious or sectarian purposes.

V. ADMINISTRATION IN ACCORDANCE WITH TERMS

If the school board agrees to accept a bequest, donation, gift, grant or devise which contains preconditions, conditions or limitations on use, the school board shall administer it in accordance with those terms. Once accepted, a gift shall be the property of the school district unless otherwise provided in the agreed upon terms.

Legal References: Minn. Stat. § 123B.02, Subd. 6 (General Powers of Independent School Boards)
Minn. Stat. § 465.03 (Gifts to Municipalities)

Cross References: None

710 EXTRACURRICULAR TRANSPORTATION

Chisholm Public Schools Independent School District No. 695

Board Policy 710

Series: 700 Non-Instructional Operations and Business Services

Subject: 710 Extracurricular Transportation

Adopted/Revised: February 24, 2025

I. PURPOSE

The purpose of this policy is to make clear to students, parents, and staff the school district's policy regarding extracurricular transportation.

II. GENERAL STATEMENT OF POLICY

The determination as to whether to provide transportation for students, spectators, or participants to and from extracurricular activities shall be made solely by the school district administration. This determination shall include, but is not limited to, the decision to provide transportation, the persons to be transported, the type or method to be utilized, all transportation scheduling and coordination, and any other transportation arrangements or decisions. Employees who are involved in extracurricular activities shall be advised by the administration as to the transportation arrangements made, if any.

III. ARRANGEMENT OF EXTRACURRICULAR TRANSPORTATION

School district employees shall not undertake independent arrangement, scheduling, or coordination of transportation for extracurricular activities unless specifically directed or approved by the school district administration. All transportation arrangements made by a school district employee must be approved by a building administrator. If the school district makes no arrangements for extracurricular transportation, students who wish to participate are responsible for arranging for or providing their own transportation.

IV. NO EMPLOYEE TRANSPORTATION OF STUDENTS WITH PERSONAL VEHICLES

An employee must not use a personal vehicle to transport one or more students except as provided herein. However, employees may make appropriate transportation arrangements for students as necessary in an emergency or other unforeseeable circumstance.

In a nonemergency situation, an employee must get prior, written approval from the administration before transporting a student in a personal vehicle. If a school vehicle is available, the employee will use the school vehicle. The administration has the sole discretion to make a final determination as to the appropriate use of a personal vehicle to transport one or more students.

If any emergency transportation arrangements are made by employees pursuant to this section, the relevant facts and circumstances shall be reported to the administration as soon thereafter as practicable.

All vehicles used to transport students shall be properly registered and insured.

V. FEES

In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional.

Legal References:

Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 169.011, Subd. 71(a) (Definitions)
Minn. Stat. § 169.454, Subd. 13 (Type III Vehicle Standards)

Cross References:

MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

712 VIDEO SURVEILLANCE OTHER THAN ON BUSES

Chisholm Public Schools Independent School District No. 695

Board Policy 712

Series: 700 Non-instructional Operations and Business Services

Subject: 712 Video Surveillance Other than on Buses

Adopted/Revised: February 24, 2025

I. PURPOSE

Maintaining the health, welfare, and safety of students, staff, and visitors while on school district property and the protection of school district property are important functions of the school district. The behavior of individuals who come on to school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school district property. The school board recognizes the value of video/electronic surveillance systems in monitoring activity on school property in furtherance of protecting the health, welfare, and safety of students, staff, visitors, and school district property.

II. GENERAL STATEMENT OF POLICY

A. Placement

1. School district buildings and grounds may be equipped with video cameras.
2. Video surveillance may occur in any school district building or on any school district property.
3. Video surveillance will normally not be used in bathrooms or locker rooms, although these areas may be placed under surveillance by individuals of the same sex as the occupants of the bathrooms or locker rooms. Video surveillance in bathrooms or locker rooms will only be utilized in extreme situations, with extraordinary controls, and only as expressly approved by the superintendent.

B. Use of Video Recordings

1. Video recordings will be viewed by school district personnel on a random basis and/or when problems have been brought to the attention of the school district.
2. A video recording of the actions of students and/or employees may be used by the school district as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct in school district buildings or on school grounds.
3. A video recording will be released only in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and the rules and/or regulations promulgated thereunder.

C. Security and Maintenance

1. The school district shall establish appropriate security safeguards to ensure that video recordings are maintained and stored in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family

Educational Rights and Privacy Act, 20 United States Code section 1232g, and the rules and/or regulations promulgated thereunder.

2. The school district shall ensure that video recordings are retained in accordance with the school district's records retention schedule.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.585 (Notice of Recording Device)
Minn. Stat. § 138.17 (Government Records; Administration)
Minn. Stat. § 609.746 (Interference with Privacy)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)

713 STUDENT ACTIVITY ACCOUNTING

Chisholm Public Schools Independent School District No. 695

Board Policy 713

Series: 700 Non-Instructional Operations and Business Services

Subject: 713 Student Activity Accounting

Adopted/Revised: February 24, 2025

I. PURPOSE

The school board recognizes the need to provide alternative paths to learning, skill development for its students, and activities for student enjoyment. It also understands its commitment to and obligation for assuring maximum accountability for public funds and student activity funds. For these reasons, the school board will assume control over and/or oversee funds for student activities as set forth in this policy.

II. GENERAL STATEMENT OF POLICY

A. Curricular and Cocurricular Activities

The school board shall take charge of, control over, and account for all student activity funds that relate to curricular and cocurricular activities.

B. Extracurricular Activities

The school board shall take charge of and control over all student activity accounting that relates to extracurricular activities.

C. Non-Student Activities

In overseeing student activity accounts under this policy, the school board shall not maintain or account for funds generated by non-students including, but not limited to, convenience funds of staff members, booster club funds, parent-teacher organization or association funds, or funds donated to the school district for specified purposes other than student activities.

III. DEFINITIONS

A. Cocurricular Activity

A "cocurricular activity" means those portions of the school-sponsored and directed activities designed to provide opportunities for students to participate in such experiences on an individual basis or in groups, at school and at public events, for improvement of skills (i.e., interscholastic sports, band, etc.). Cocurricular activities are not offered for school credit, cannot be counted toward graduation, and have *one or more* of the following characteristics:

1. They are conducted at regular and uniform times during school hours, or at times established by school authorities;
2. They are directed or supervised by instructional staff in a learning environment similar to that found in courses offered for credit; and

3. They are partially, primarily, or totally funded by public moneys for general instructional purposes under direction and control of the school board.

B. Curricular Activity

A "curricular activity" means those portions of the school program for which credit is granted, whether the activity is part of a required or elective program.

C. Extracurricular (Noncurricular/Supplementary) Activity

An "extracurricular (noncurricular/supplementary) activity" means all direct and personal services for students for their enjoyment that are managed and operated under the guidance of an adult or staff member. Extracurricular activities have *all* of the following characteristics:

1. They are not offered for school credit nor required for graduation;
2. They generally are conducted outside school hours or, if partly during school hours, at times agreed by the participants and approved by school authorities;
3. The content of the activities is determined primarily by the student participants under the guidance of a staff member or other adult.

D. Public Purpose Expenditure

A "public purpose expenditure" is one which benefits the community as a whole, is directly related to the functions of the school district, and does not have as its primary objective the benefit of private interest.

IV. MANAGEMENT AND CONTROL OF ACTIVITY FUNDS

A. Curricular and Cocurricular Activities

1. All money received on account of cocurricular activities shall be turned over to the treasurer, who shall deposit such funds in the general fund, to be disbursed for expenses and salaries connected with the activities, or otherwise, by the school board upon properly allowed itemized claims.
2. The treasurer shall account for all revenues and expenditures related to curricular and cocurricular activities in accordance with the Uniform Financial Accounting and Reporting Standards (UFARS) and school district policies and procedures.

B. Extracurricular Activities

1. Any and all costs of extracurricular activities may be provided from school revenues.
2. All money received or expended for extracurricular activities shall be recorded in the same manner as other revenues and expenditures of the school district and shall be turned over to the treasurer, who shall deposit such funds in the general fund, to be disbursed for expenses and salaries connected with the activities, or otherwise, by the school board upon properly allowed itemized claims.
3. The treasurer shall account for all revenues and expenditures related to extracurricular activities in accordance with UFARS and school district policies and procedures.

4. All student activity funds will be collected and expended:
 - a. in compliance with school district policies and procedures;
 - b. under the general direction of the principal and with the participation of students and faculty members who are responsible for generating the revenue;
 - c. in a manner which does not produce a deficit or an unreasonably large accumulation of money to a particular student activity fund;
 - d. for activities which directly benefit the majority of those students making the contributions in the year the contributions were made whenever possible; and
 - e. in a manner which meets a public purpose.

5. Activity accounts of a graduated class will be terminated prior to the start of the school year following graduation. Any residual money from a graduating class activity fund will remain in the general fund and may be used for any school district purpose. Prior to depositing such accounts, all donations or gifts accepted for the specific purpose of the student activity account shall be administered in accordance with the terms of the gift or donation and school district policy.

V. DEMONSTRATION OF ACCOUNTABILITY

A. Annual External Audit

The school board shall direct its independent certified public accountants to audit, examine, and report upon student activity accounts as part of its annual school district audit in accordance with state law.

B. Fundraiser Report

The administration will prepare a fundraising report semi-annually which will be reviewed by the school board in May and November. The report will list the activity, type of fundraisers, timing, purpose, and results.

Legal References:

- Minn. Stat. § 123B.02, Subd. 6 (General Powers of Independent School Districts)
- Minn. Stat. § 123B.09 (Boards of Independent School Districts)
- Minn. Stat. § 123B.14, Subd. 7 (Officers of Independent School Districts)
- Minn. Stat. § 123B.35 (General Policy)
- Minn. Stat. § 123B.36 (Authorized Fees)
- Minn. Stat. § 123B.37 (Prohibited Fees)
- Minn. Stat. § 123B.38 (Hearing)
- Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)
- Minn. Stat. § 123B.52 (Contracts)
- Minn. Stat. § 123B.76 (Expenditures; Reporting)
- Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirement)
- Minn. Rules Part 3500.1050 (Definitions for Pupil Fees)
- Visina v. Freeman*, 252 Minn. 177, 89 N.W.2d 635 (1958)
- Minn. Op. Atty. Gen. 159a-16 (May 10, 1966)

Cross References:

Uniform Financial Accounting and Reporting Standards (UFARS)
MSBA/MASA Model Policy 510 (School Activities)
MSBA/MASA Model Policy 511 (Student Fundraising)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
MSBA/MASA Model Policy 706 (Acceptance of Gifts)

714 FUND BALANCES

Chisholm Public Schools Independent School District No. 695

Board Policy 714

Series: 700 Non-Instructional Operations and Business Services

Adopted/Revised: February 24, 2025

I. PURPOSE

The purpose of this policy is to create new fund balance classifications to allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB).

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

III. DEFINITIONS

- A. "Assigned" fund balance amounts are comprised of unrestricted funds constrained by the school district's intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the school district's intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.
- B. "Committed" fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the school board and that remain binding unless removed by the school board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.
- C. "Enabling legislation" means legislation that authorizes a school district to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.
- D. "Fund balance" means the arithmetic difference between the assets and liabilities reported in a school district fund.
- E. "Nonspendable" fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.
- F. "Restricted" fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.

- G. "Unassigned" fund balance amounts are the residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted, and committed fund balances exceed the total net resources of that fund.
- H. "Unrestricted" fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

IV. CLASSIFICATION OF FUND BALANCES

The school district shall classify its fund balances in its various funds in one or more of the following five classifications: nonspendable, restricted, committed, assigned, and unassigned.

V. MINIMUM FUND BALANCE

The school district will strive to maintain a minimum unassigned general fund balance of 8% percent of the annual budget.

VI. ORDER OF RESOURCE USE

If resources from more than one fund balance classification could be spent, the school district will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

VII. COMMITTING FUND BALANCE

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

VIII. ASSIGNING FUND BALANCE

The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The board also delegates the power to assign fund balances to the following: Superintendent, Business Manager or finance committee. Assignments so made shall be reported to the school board on a monthly basis, either separately or as part of ongoing reporting by the assigning party if other than the school board.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

IX. REVIEW

The school board will conduct an annual review of the sufficiency of the minimum unassigned general fund balance level.

Legal References: Statement No. 54 of the Governmental Accounting Standards Board

Cross References: None

720 VENDING MACHINES

Chisholm Public Schools Independent School District No. 695

Board Policy 720

Series: 700 Non-Instructional Operations and Business Services

Adopted/Revised: February 24, 2025

I. PURPOSE

The purpose of this policy is to establish procedures to govern vending machines installed in school facilities in the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to contract for, supervise, maintain, and account for the proceeds from vending machines located in school facilities in a manner that is fair, that maximizes the revenues from those machines, that allows those revenues to be included in the budget of the facility in which they are generated, and that establishes controls to avoid fraud, theft, or the appearance of impropriety.

III. AUTHORIZATION

Automatic vending machines for the dispensing of food, beverages, or other approved items are authorized in any school facility in the school district provided that all contracts for such vending machines must be approved by the school board as provided in this policy.

IV. SUPERVISION; APPROVAL; LOCATION

- A. All vending machines shall be under the supervision of the school principal or other person in charge of the facility in which the machine is located. That administrator shall be responsible to supervise the machine in compliance with this policy and any applicable laws.
- B. The items to be dispensed from a vending machine located in a school facility shall be approved by the principal or other person in charge of that facility. All food, beverages, or other items approved shall be appropriate to the school setting. Machines dispensing cigarettes or tobacco products are not authorized under any circumstances. In the event a written complaint is filed with the superintendent regarding the approval or disapproval of any item, the school board, after proper review, shall make the final determination.
- C. Vending machines may be approved that will dispense items only during certain hours, through the use of timers or otherwise. Vending machines should not be operated in competition with the school cafeteria or food service. The principal or other person in charge of the school facility may regulate the hours of operation of any machine.
- D. Vending machines shall be located to meet any applicable building, fire, or life/safety codes and to provide convenience of operation, accessibility, and ease of maintenance. The principal or other person in charge of the facility shall review the location of each machine with appropriate maintenance and food service staff.

V. CONTRACT APPROVAL

- A. All contracts for the purchase or rental of vending machines shall be considered by the school board on a facility-by-facility basis.
- B. If the estimated aggregate receipts from all vending machines located in a school facility will be \$10,000 or more in a fiscal year, the contract for any vending machine in that facility must be awarded after the receipt of sealed bids and compliance with Minnesota Statutes section 123B.52.
- C. If the estimated aggregate receipts from all vending machines located in a school facility will be less than \$10,000 in a fiscal year, the contract for any vending machine in that facility may be awarded after the receipt of two or more quotations after taking into consideration conformity with the specifications, terms of delivery, other conditions imposed in the call for quotations, and compliance with Minnesota Statutes section 123B.52.
- D. The contracting process shall be conducted in compliance with Minnesota Statutes section 123B.52. A copy of this policy shall be included in any specifications or request for proposals or quotations. A record shall be kept of all bids or quotations received with the names, amounts, and successful bidder indicated. All bids and quotations shall be kept on file as a public record for a period of at least one year after their receipt.
- E. Any bid or quotation must specify all commissions to be paid from the machine and any other noncommission amounts to be paid as a result of the award of the contract. The noncommission amounts include, but are not limited to, cash payments, in-kind payments, equipment donations, scholarship contributions, bonus payments, or other payments or contributions of any kind or nature. The noncommission amounts shall be reduced to a cash equivalency and shall be specified on the bid or quotation as an additional amount to be paid for the award of the contract.
- F. If a contract contains a provision allowing exclusivity, such as all machines in the building carrying only a certain manufacturer's brand of pop, that provision must be reviewed by the administration prior to requesting bids or quotations to ensure that it does not conflict with other contracts of the school district.
- G. All contracts for vending machines must be approved by the school board. Any contract not made in compliance with this policy shall be void. Any district employee signing an unauthorized contract may be subject to personal liability thereon and may be disciplined for said action.
- H. All vending machines are to be installed at the expense of the facility in which located. All financial responsibility for the maintenance and repair of machines shall remain with the individual facility in which located to the extent not addressed in the contract.
- I. No teacher, administrator, school district employee, or school board member shall be interested, directly or indirectly, in a vending machine contract with the school district or personally benefit financially therefrom.

VI. ACCOUNTING

- A. Proceeds from vending machine sales and contracts shall be under the control of the school board, shall be accounted for in one of the regular school district funds, and must be accounted for and reported in compliance with UFARS.
- B. An amount equal to the amount of the proceeds from the machines in each facility shall

be included in the budget of the facility in which the proceeds are generated. That amount may be expended in accordance with established expenditure procedures.

- C. Pursuant to the vending machine contract or otherwise, proper auditing and inventory control procedures shall be established to ensure that commissions are being correctly calculated and paid. These controls must include daily, weekly, or other periodic inventories and written reconciliations of variances between inventory and cash. Each time cash is removed from, or inventory is added to a machine, a written reconciliation between cash and inventory must be performed by the person taking the cash from the machine and must be signed by the principal or other person in charge of the facility. The original written reconciliation reports shall be filed with the business office monthly and a copy shall be retained by the principal's office.

Legal References: Minn. Stat. § 123B.20 (Dealing in School Supplies)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.87 (Public Officers, Interest in Contract; Penalty)

Cross References: MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
MSBA/MASA Model Policy 702 (Accounting)

721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

Chisholm Public Schools Independent School District No. 695

Board Policy 721

Series: 700 Non-Instructional Operations and Business Services

Subject: 721 Uniform Grant Guidance Policy Regarding Federal Revenue Sources

Adopted/Revised: February 24, 2025

I. PURPOSE

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

II. DEFINITIONS

- A. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations, section 200.431 (Compensation - Fringe Benefits).
- B. "Contract" means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations, Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- C. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- D. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$25,000.
- E. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:
 - 1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101 (Applicability); or
 - b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101 (Applicability).

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 Code of Federal Regulations, section 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
 3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.
- F. Grants
1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
 2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.
- G. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.
- H. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations, section 200.431(g) for retirees and their spouses, dependents, and survivors.
- I. Procurement Methods
1. "Procurement by micro-purchase" is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 Code of Federal Regulations, Subpart 2.1 or as periodically adjusted for inflation).
 2. "Procurement by small purchase procedures" are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$175,000 (periodically adjusted for inflation).
 3. "Procurement by sealed bids (formal advertising)" is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
 4. "Procurement by competitive proposals" is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
 5. "Procurement by noncompetitive proposals" is procurement through solicitation of a proposal from only one source.
- J. "Relocation costs" are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.

- K. "Severance pay" is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- L. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

A. Employee Conflict of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.

B. Organizational Conflicts of Interest

The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.

C. Disclosing Conflicts of Interest

The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policies.

IV. ACCEPTABLE METHODS OF PROCUREMENT

A. General Procurement Standards

The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.

B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.

D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity,

compliance with public policy, record of past performance, and financial and technical resources.

- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered.
- H. Methods of Procurement

The school district must use one of the following methods of procurement:

1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
3. Procurement by sealed bids (formal advertising).
4. Procurement by competitive proposals. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types

of services, though A/E firms are a potential source to perform the proposed effort.

5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
 - a. The item is available only from a single source;
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
 - d. After solicitation of a number of sources, competition is determined inadequate.

I. Competition

The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

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

V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

A. Property Standards

The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award. The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations, sections 200.311, 200.314, and 200.315.

B. Equipment

Management requirements.

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

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

C. Cybersecurity

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

1. Personally identifiable information;
2. Information that the federal agency or pass-through entity designates as sensitive; and
3. other information that the school district considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

VI. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management.

The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by

general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment

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

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

C. Internal Controls

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

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

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

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

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

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

A. Allowable Use of Funds

The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.

2. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
3. "Omni Circular" or "2 Code of Federal Regulations, Part 200s" or "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
4. "Advance payment" means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.

C. Allowable Costs

The following items are costs that may be allowable under the 2 Code of Federal Regulations, Part 200s under specific conditions:

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

20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law

2 Code of Federal Regulations, Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations, Part 200s; thus, the following list is not exhaustive:

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

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other

program expenses, and other program specific requirements must be considered when performing the programmatic analysis.

3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

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

G. Program Specific Fiscal Rules

The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used

to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three situations:
 - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
 - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
 - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

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

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

J. Employee Sanctions

Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Mandatory Disclosures

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

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

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

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

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

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

B. Compensation – Fringe Benefits

1. During leave.

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

- a. They are provided under established written leave policies;
 - b. The costs are equitably allocated to all related activities, including federal awards; and
 - c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.
2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations, section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.
 3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
 4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
 5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.

6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification

Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs

Short-term travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;
2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
3. Consistent with the school district's cost accounting practices and school district policy; and
4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Relocation Costs of Employees

Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.

F. Travel Costs

Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

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

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

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

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

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

Legal References: [2 C.F.R. § 200.1](#) (Definitions: Capital Assets)
[2 C.F.R. § 200.112](#) (Conflict of Interest)
[2 C.F.R. § 200.113](#) (Mandatory Disclosures)
[2 C.F.R. § 200.205](#) (Federal Awarding Agency Review of Merit of Proposals)
[2 C.F.R. § 200.214](#) (Suspension and Debarment)
[2 C.F.R. § 200.300\(b\)](#) (Statutory and National Policy Requirements)
[2 C.F.R. § 200.302](#) (Financial Management)
[2 C.F.R. § 200.303](#) (Internal Controls)
[2 C.F.R. § 200.305\(b\)\(1\)](#) (Federal Payment)
[2 C.F.R. § 200.310](#) (Insurance Coverage)
[2 C.F.R. § 200.311](#) (Real Property)
[2 C.F.R. § 200.312](#) (Federally-owned and Exempt Property)
[2 C.F.R. § 200.313\(d\)](#) (Equipment)
[2 C.F.R. § 200.314](#) (Supplies)
[2 C.F.R. § 200.315](#) (Intangible Property)
[2 C.F.R. § 200.318](#) (General Procurement Standards)
[2 C.F.R. § 200.319\(c\)](#) (Competition)
[2 C.F.R. § 200.320](#) (Methods of Procurement to be Followed)
[2 C.F.R. § 200.321](#) (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
[2 C.F.R. § 200.328](#) (Financial Reporting)
[2 C.F.R. § 200.339](#) (Remedies for Noncompliance)
[2 C.F.R. § 200.403\(c\)](#) (Factors Affecting Allowability of Costs)
[2 C.F.R. § 200.430](#) (Compensation – Personal Services)
[2 C.F.R. § 200.431](#) (Compensation – Fringe Benefits)
[2 C.F.R. § 200.447](#) (Insurance and Indemnification)
[2 C.F.R. § 200.463](#) (Recruiting Costs)
[2 C.F.R. § 200.464](#) (Relocation Costs of Employees)
[2 C.F.R. § 200.474](#) (Transportation Costs)
[2 C.F.R. § 200.475](#) (Travel Costs)

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

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

Chisholm Public Schools Independent School District No. 695

Board Policy 722

Series: 700-Non-Instructional Operations and Business Services

Subject: 722 Public Data and Data Subject Requests

Adopted/Revised: February 24, 2025

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

- A. All requests for public data must be made in writing directed to the responsible authority.
 - 1. A request for public data must include the following information:
 - a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact the requestor (such as phone number, address, or email address).
 - 2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.
 - 3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
 - 4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- B. The responsible authority will respond to a data request at reasonable times and places as follows:
 - 1. The responsible authority will notify the requestor in writing as follows:
 - a. The requested data does not exist; or
 - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
 - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
 - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
 - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

- A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.
 1. A request for the preparation of summary data must include the following information:
 - a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact requestor (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
 1. The estimated costs of preparing the summary data, if any; and
 2. The summary data requested; or
 3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
 4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

- A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

- B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.
- C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.
- D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.
- E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.
- F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.
- G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
- H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.
- I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.
- J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

- A. All requests for individual subject data must be made in writing directed to the responsible authority.
- B. A request for individual subject data must include the following information:
 - 1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
 - 2. Date the request is made;
 - 3. A clear description of the data requested;
 - 4. Proof that the individual is the data subject or the data subject's parent or guardian;
 - 5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - 6. Method to contact the requestor (such as phone number, address, or email address).
- C. The identity of the requestor of private data is private.
- D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

- A. Public Data
 - 1. The school district will charge for copies provided as follows:
 - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
 - b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
 - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
 - (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.
 - 2. All charges must be paid for [in cash or by check] in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
 - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
 - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. Annual Review and Posting

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.
- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:

Mark C. Morrison
300 SW 3rd Avenue
Chisholm, MN 55719
218-208-1283
mmorrison@chisholm.k12.mn.us

Data Practices Compliance Official:

Mark C. Morrison
300 SW 3rd Avenue
Chisholm, MN 55719
218-208-1283
mmorrison@chisholm.k12.mn.us

Data Practices Designee(s):

Lisa E. Aldrich
300 SW 3rd Avenue
Chisholm, MN 55719
218-208-1282
laldrich@chisholm.k12.mn.us

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References:

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

2024-2025 School Enrollment

Grade	Sept 19	Oct 19	Nov 19	Dec 19	Jan 19	Feb 19	March	April	May
VPK	19			19	19	19			
KG	47	47	51	50	51	50			
1st	48	47	46	47	47	47			
2nd	43	42	43	42	42	42			
3rd	48	48	49	49	49	50			
4th	48	48	48	48	48	48			
5th	43	44	45	43	43	43			
6th	51	52	53	54	54	54			
7th	42	42	42	41	41	41			
8th	48	47	46	46	44	44			
9th	48	48	47	46	46	45			
10th	67	66	65	65	63	64			
11th	45	43	42	42	42	42			
12th	45	45	45	45	45	45			
Total	642	638	640	636	633	633			