

Regular Meeting
Monday, August 4, 2025 6:00 PM

Council Chambers
City of Mendota Heights
1101 Victoria Curve
Mendota Heights, MN 55118

Agenda

1. Listening Session - 5:00 p.m.
Presenter: Sarah Larsen, Facilitator; Tim Aune, Recorder
2. Call Meeting to Order and Recite Pledge of Allegiance - 6:00 p.m.
Presenter: Sarah Larsen, Chair
3. Approval of the Agenda
Presenter: Sarah Larsen, Chair
4. Approval of the Consent Agenda
Presenter: Sarah Larsen, Chair
 - 4.A. Approval of Minutes of the June 16, 2025 Regular School Board Meeting
 - 4.B. Approval of Personnel Recommendations
 - 4.C. Approval of Policy Changes to Reflect New Statutory Requirements
 - 4.D. Second Reading of Policy 106, Equity
 - 4.E. Approval of May 2025 Accounts Payable Report
 - 4.F. Approval of May 2025 Treasurer's Report
5. Listening Session Report - 6:05 p.m.
Presenter: Tim Aune, Recorder
6. Superintendent's Report - 6:10 p.m.
Presenter: Superintendent Peter Olson-Skog
7. Action Item - Approval of Governmental Lease-Purchase Agreement for 16 “Mini” Blue Bird Buses - 6:15 p.m.
Presenter: Mark Fortman, Director of Operations, and Scott LeSage, Director of Finance
8. Action Item - Approval of 2025-2026 School Board Building and Committee Assignments - 6:45 p.m.
Presenter: Sarah Larsen, Chair
9. Summary of FY 24-25 Superintendent Evaluation - 6:50 p.m.
Presenter: Byron Schwab, Board Member
10. Adjournment - 7:00 p.m.
Presenter: Sarah Larsen, Chair

School District 197
West St. Paul-Mendota Heights-Eagan Area Schools
Meeting and Work Session
Monday, June 16, 2025
ISD 197 District Office, Mendota Heights, MN

A meeting of the School Board of Independent School District 197 was held Monday, June 16, 2025, at the ISD 197 District Office, 1897 Delaware Avenue, Mendota Heights, MN, beginning at 5:00 p.m. pursuant to due notice.

Chair Larsen called the meeting to order at 5:00 p.m. The following School Board members were present: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, and Randi Walz. Superintendent Peter Olson-Skog was present.

Also present for the meeting was Peter Mau, Assistant Superintendent; Sara Lein, Director of Special Services; Cari Jo Drewitz, Director of Curriculum, Instruction and Assessment; Tye Michaels, Director of Human Resources; Mark Fortman, Director of Operations; Sara Blair, Director of Communications; Dave Sandum, Director of Technology; and Lisa Grathen, Director of Community Education.

Agenda

It was moved by Ms. Steele and seconded by Mr. Schwab to approve the main agenda as presented.

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

Consent Agenda

One item was added to the consent agenda – a field trip for the Two Rivers High Dance Team.

It was moved by Mr. Hill and seconded by Ms. Walz to approve the consent agenda items as amended:

- Approval of Minutes of June 2, 2025 Regular School Board Meeting
- Approval of Personnel Recommendations
- Approval of 2025-2026 Routine Organizational Items
- Approval of 2025-2026 Resolution for Membership in the Minnesota State High School League
- Approval of Census Population Estimate for the 2025 Payable 2026 Levy
- Final Reading of Policy 603, Curriculum Development
- Approval of Gifts to the District
- Approval of Memorandum of Understanding with ISD 917 for Special Education Itinerant Services
- Approval of April 2025 Accounts Payable Report
- Approval of April 2025 Treasurer's Report
- Approval of April 2025 Wire Transfers Report
- Approval of May 2025 Wire Transfers Report

- Approval of Change in Annual Designation of Identified Official with Authority for the Minnesota Department of Education
- Approval of the 2025-2026 South Suburban Adult Basic Education (SSABE) Consortium Agreement
- Approval of Field Trip for the Two Rivers High School Dance Team

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

Comments to the School Board

No one was in attendance to address the board.

Action Item: Approval of FY 26 Budgets and Revisions to FY 25 Budgets

Peter Olson-Skog, Superintendent, presented revisions to the FY 25 budgets and information on the FY 26 budgets for approval. This was presented to the board, in detail, during their meeting on June 2, 2025. Administration asked for approval in two areas: modifications to the FY25 budgets (July 1, 2024 to June 30, 2025); and the proposed FY26 budgets (July 1, 2025 to June 30, 2026). Budgets in both fiscal years include the General Fund budget, the Food Service budget, the Community Education budget, the Capital Project budget, and the Debt Service budget. The required deadline for budget approval is June 30.

The FY25 Revised General Fund Budget (Fund 01) reflects increased revenue from the FY25 Preliminary budget, primarily driven by higher Special Education Aid and State Aids, with smaller gains in Federal Aid, Local Revenues, and Property Tax. On the expenditure side, salary and benefit adjustments were made from the FY25 Preliminary Budget to align with year-end projections. The district continues to experience rising costs in Special Education and purchased services, including contracted transportation and special education support services.

Projected General Fund revenue for FY 26 is \$106,113,243 while expenditures are projected at \$104,856,416. The projected total ending fund balance for the start of the year is \$4,673,534. Projected revenue for the Food Service fund budget is \$5,015,300 with expenditures at \$4,933,187 with a total ending restricted fund balance of \$907,788.58. Projected revenue for the Community Education fund budget is \$5,722,582 with expenditures at \$5,835,586 with a projected total ending fund balance of \$875,729.78. Projected revenue for the Capital Project fund budget is \$20,000 with expenditures at \$8,978,837 with a total ending restricted fund balance of \$5,165,453. Projected revenue for the Debt Service fund budget is \$11,860,687 with expenditures at \$11,499,807 with a total ending restricted fund balance of \$2,299,077. Factors that could decrease projection accuracy include uncertainty on federal funding, changes in student enrollment, changes in student needs and programming, changes in reimbursement calculations, legislative changes to the formula allowance, unfunded mandates, and future staff negotiations.

It was moved by Mr. Schwab and seconded by Mr. Vaupel to approve the FY 26 Budgets and Revisions to FY 25 Budgets as presented.

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

Action Item: Approval of Policy 704, Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System

Peter Olson-Skog, Superintendent, presented Policy 704, Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System for approval. A recent accounting pronouncement now requires school districts to track and capitalize large batches of purchases, such as 500 chairs, 300 iPads, or 1,400 student desks, as single “group” assets, even when each item falls below the usual capitalization threshold. This change significantly complicates record-keeping, because smaller items within these groups are often retired or disposed of individually over time, making precise tracking and valuation challenging.

The administration recommended that the board adopt the MSBA Fixed Assets Model Policy, effective retroactively to July 1, 2023, which covers the 23–24 fiscal year for audit purposes. The policy sets capitalization limits of \$5,000 for an individual asset and \$25,000 for a group of similar assets - thresholds consistent with those implemented by other Minnesota districts and appropriate for School District 197.

It was moved by Ms. Steele and seconded by Mr. Aune to approve Policy 704, Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System as presented.

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

Action Item: Approval of ISD 197 Long-Term Facilities Maintenance Budget and Plan

Mark Fortman, Director of Operations, presented the ISD 197 Long-Term Facilities Maintenance Budget and Plan for approval. As part of the Long-Term Facilities Maintenance program, each district needs to have several items approved by the board to receive funding. The items needing approval are our fiscal year 2027 ten-year revenue and expenditure plans, which are included in the board packet. The district also agrees to a Statement of Assurances that certifies it will follow the program requirements and guidelines. This program's funding is based on an allowance per adjusted pupil unit of \$380 and generates approximately \$ 2.19 million. It is part of the district's local property tax levy.

Revenue generated for this program can be used for various deferred maintenance projects (restoring district facilities to like-new condition) and health and safety projects throughout the district. However, there are restrictions on revenue use, such as that it cannot be used to change the use or functionality of the building or space, add additional space, or for security or violence prevention. District administration recommended to maximize this funding source to address deferred maintenance projects throughout the district.

It was moved by Ms. Steele and seconded by Mr. Aune to approve ISD 197 Long-Term Facilities Maintenance Budget and Plan as presented.

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

Action Item: Approval of Resolution to Close Open Enrollment for Grades 5-6 for the 2025-2026 School Year Unless Certain Conditions are met by August 1, 2025

Peter Mau, Assistant Superintendent, presented a resolution to close open enrollment for Grades 5-6 for the 2025-2026 school year unless certain conditions are met by August 1, 2025. Both middle schools currently have class size averages slightly over 31 in grades 5 and 6. The board-approved class size parameters state that 75% of core classes won't exceed 31.

It has been a long-standing goal of the school district to increase enrollment, and it has been successful. Districtwide enrollment is at or above pre-pandemic levels. Current 2024-2025 middle school enrollment is 1,567. This time last year, enrollment was 1,529, and in the 2023-2024 school year, it was 1,498. While the district doesn't typically close open enrollment this early, there are no clear enrollment patterns for summer enrollment to warrant adding teachers. Financially speaking, the district is currently running as efficiently as possible in grades 5 and 6.

However, given the time of year, if the district receives sufficient enrollment to warrant it by August 1, it could add staff to accommodate the additional students. Legal counsel drafted resolution language that would allow the district to enroll additional students if certain conditions are met. To manage enrollment, the district proposes closing grades 5 and 6 to open enrollment. This is a regular practice among several Minnesota school districts. It is permissible under Minnesota Statute 124D.03. A school district may close open enrollment at a grade level if the number of open enrollments at that grade level is more than 1% of the total enrollment. In Grade 5, approximately 16% of the total enrollment is from open enrollment. In Grade 6, approximately 21% of the total enrollment is from open enrollment. For both grades, the district meets the criteria under MN Statute 124D.03. The district is slightly over the maximum class size in some Grade 5 and 6 classes. This proposal does not limit School District 197 residents from enrolling in Grades 5 or 6.

It was moved by Mr. Schwab and seconded by Mr. Hill to approve the resolution to close open enrollment for Grades 5-6 for the 2025-2026 school year unless certain conditions are met by August 1, 2025

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

First Reading of Policy 106, Equity

Peter Mau, Assistant Superintendent, presented the First Reading of Policy 106, Equity. The School Board chose to review the Equity Policy (106) annually. This is the district's first review since adopted in 2024. The Equity Advisory Committee reviewed the policy for potential changes to suggest. There were two substantial recommendations made: first, to include language similar to that already in use in other parts of the policy; second, language about the dissemination of the policy was suggested. Some other word choice changes were also suggested. Legal counsel reviewed the policy; other changes were suggested. A second reading of this policy will be presented at a future board meeting.

Curriculum Report, World Languages

Cari Jo Drewitz, Director of Curriculum, Instruction and Assessment, and Miles Lawson, Secondary Curriculum Coordinator, presented the Curriculum Report, World Languages. The presentation

provided an update on the second year of School District 197's middle and high school world language curriculum review. The focus this year included aligning with the American Council on the Teaching of Foreign Languages (ACTFL) standards, refining student placement processes, improving assessment practices, and enhancing language pathways, including efforts to expand native and heritage language offerings. The department also conducted an extensive review of instructional materials, narrowing down top candidates for a potential curriculum pilot in 2026-2027, with full implementation targeted for 2027-2028. Key priorities moving forward include supporting smooth course transitions, further developing the Spanish for Native Speakers pathway, and integrating technology to support instruction.

Alternative Teacher Professional Pay System Annual Report

Cari Jo Drewitz, Director of Curriculum, Instruction and Assessment, presented the Alternative Teacher Professional Pay System (ATPPS) annual report. Under Minnesota Statute, section 122A.414, subdivision 3(a), participating programs must report on the implementation and effectiveness of ATPPS and include a summary of findings and recommendations. The report has four components: teacher evaluation; collaborative teams; new teacher mentors; and performance pay. The data to complete the report was collected through online surveys, conversations with Instructional Peer Coaches, and data from the Summative Assessment meetings. School districts are also required to submit any plan changes to the Minnesota Department of Education (MDE) by August 31, 2025. The revised rubrics will be submitted and implemented for the 2025-2026 school year.

Closed Session

Board members recessed to a closed session, pursuant to MN Statute 13D.03, to discuss Labor Negotiations Strategy.

It was moved by Mr. Hill and seconded by Mr. Schwab to recess to a closed session at 6:48 p.m.

*Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz.
Nay: none.*

The motion carried (7-0).

The board reconvened to their open meeting at 7:47 p.m.

Closed Session

Board members recessed to a closed session, pursuant to MN Statute 13D.05, Subd. 3(a), to discuss the Superintendent evaluation.

It was moved by Mr. Hill and seconded by Mr. Schwab to recess to a closed session at 7:50 p.m.

*Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz.
Nay: none.*

The motion carried (7-0).

The board reconvened to their open meeting at 9:13 p.m. A summary of the Superintendent's evaluation will be presented at the August 4, 2025 School Board meeting.

Adjournment

It was moved by Mr. Schwab and seconded by Mr. Vaupel to adjourn the meeting at 9:14 p.m.

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

The next regularly scheduled School Board meeting of Independent School District 197 will be on Monday, August 4, 2025 at 6:00 p.m. It will be held at the City of Mendota Heights Council Chambers, 1101 Victoria Curve, Mendota Heights, MN.

Upon approval by the School Board, official minutes will be available at the District Office, 1897 Delaware Avenue, Mendota Heights, and on the district website. The full meeting materials are available for public inspection at the administrative offices of the school district and on the district website.

Sarah Larsen
School Board Chair

Jon Vaupel
School Board Clerk

TO: School District 197 School Board Members

FROM: Tye Michaels, Director of Human Resources

DATE: August 4, 2025

SUBJECT: PERSONNEL RECOMMENDATIONS

The following personnel items are recommended for approval on August 4, 2025, at the School Board Meeting.

Non-Licensed Employment

- Allen, Shelley - Title Change, Resource Room Special Ed Paraprofessional, effective September 1, 2025.
- Cherlapalli, Gayathri - Special Ed Paraprofessional, hourly rate of \$23.21, effective September 1, 2025.
- Ferguson, Julia - 8 hours a day, Administrative Assistant IV at Friendly Hills Middle School, hourly rate of \$24.59 effective August 2, 2025.
- Johnson, Jerome - Bus Driver, Transportation, hourly rate of \$25.18 effective September 1, 2025.
- Kingsley, Stefanie - Bus Driver, Transportation, hourly rate of \$25.18 effective September 1, 2025.
- Merta, Lindsey - Title change, Special Ed Paraprofessional, Pilot Knob, effective September 2, 2025.
- Nila, Emily - Rehire, Special Ed Paraprofessional, Garlough, at an hourly rate of \$23.21, effective September 2, 2025.
- Osmonson, Britini - 1.0 FTE Executive Assistant to the Superintendent and School Board, at an annual salary of 89,000 effective June 9, 2025. (position change).
- Owen, Hannah - Special Education Paraprofessional, Mendota, hourly rate of \$23.21, effective September 1, 2025.
- Shepherd, Noah - FTE change, Behavior Specialist, Garlough, from .875 FTE to .75 FTE, effective August 25, 2025.
- Simonson, Andria - Special Ed Paraprofessional, hourly rate of \$23.21, effective September 1, 2025.
- Stubbs, Johanna - Title change, Cultural Liaison, effective August 25, 2025.

Licensed Employment

- Foote, Martin - Special Education Teacher, Friendly Hills MS, at a salary of \$54,074 effective August 25, 2025
- Garcia, Carrie - Special Education Teacher at Two Rivers High School, at a salary of \$62,732 effective August 25, 2025.

- Anderley, Kaitlyn - Special Ed Teacher, Moreland, at a salary of \$48,237, effective August 25, 2025.
- Anderson, Erikka - Rehire, Building Substitute, Mendota, effective August 25, 2025.
- Conley, La Juan - Title Change, First Grade Teacher, Garlough, effective August 25, 2025.
- DeLambert, Anne - Rehire, Special Education Teacher, .625 FTE, Aspen House and Pilot Knob, at a salary of \$53,018 effective August 25, 2025.
- Eltjes, Peter - 1.0 FTE Special Education Teacher at Friendly Hills Middle School, at a salary of \$51,146 effective August 25, 2025.
- Graves, Jane - Rehire, Building Sub, Garlough, effective August 25, 2025.
- Huettl, Libby 1.0 FTE Principal at Garlough Elementary School at a salary of 151,607.37 effective October 15, 2025. (Location Change 25-26 School Year.
- Huspek, Darcy - Title Change, Kindergarten Teacher, Garlough, effective August 25, 2025.
- Isler, Lathyrrelle - 1.0 FTE Psychologist at Friendly Hills Middle School, at a salary of \$77,580 effective August 25, 2025.
- Johnson, Emma - Title Change, Special Ed Teacher, Pilot Knob and Somerset, at a salary of \$48,237, effective August 25, 2025.
- Maloney, Brittanie - Rehire, Special Education Teacher, Garlough, effective August 25, 2025.
- McCarthy, Paul - 1.0 FTE Physical Education Teacher at Heritage Middle School, at a salary of \$90,858 effective August 25, 2025.
- Mullaney, Maureen - Rehire, Special Ed Teacher, Mendota, effective August 25, 2025.
- Paper, Emily - Title change, GT Teacher and IMC .18, 1.0 FTE total, effective August 25, 2025.
- Pepin-Kerswell, Sara - Special Education Teacher, 1.0 FTE, Garlough, at a salary of \$48,237 effective August 25, 2025.
- Quinn, Mark - 1.0 FTE Principal at Somerset Elementary, at a salary of \$121,879.07 effective October 15, 2025.
- Ronquilo, Ronadel - Rehire, Special Education Teacher, effective August 25, 2025.
- Sahli, Bethany - 1.0 FTE Special Education Teacher at Two Rivers High School, at a salary of \$90,858 effective August 25, 2025.
- Schiltz, Emma - Rehire, Special Education Teacher, effective August 25, 2025.
- Smith, Ally - SLP, Mendota .6; Garlough .4, 1.0 FTE total, effective August 25, 2025.
- Thissen, Dawn - Title change, .5 Coach and .5 Intervention at Pilot Knob, effective August 25, 2025.

Licensed Resignation, Retirement, Termination

- Powell, Susan - Principal Garlough, retirement per agreement, effective December 23, 2025

Non-Licensed Resignation, Retirement, Termination

- Berhanu, Lindsey - Summer SAC, resignation effective June 17, 2025.
- Fischer, Dryden - Buildings and Ground Lead, Heritage, termination effective July 7, 2025.
- LaChapelle, Tasheena - SAC Site Supervisor, Summer SAC, Moreland, resignation effective July 18, 2025.
- Nalla Perumal, Deeparani - Mendota, SAC Support Paraprofessional, effective July 16, 2025.
- O'Gara, Theresa - Support Paraprofessional, Early Learning Center, resignation effective July 14, 2025.



1897 Delaware Avenue
Mendota Heights, MN 55118
P 651.403.7000 F 651.403.7010

TO: School Board Members

FROM: Superintendent Peter Olson-Skog

DATE: August 4, 2025

RE: Approval of of policy changes to reflect new statutory requirements

BACKGROUND:

The Minnesota School Board Association sends out periodic newsletters that contain revisions to policies to reflect federal and state statutory changes, and recent court decisions. The district's policy manual is on a 3-year review cycle.

The following policies are not nearing review so staff have made these changes to reflect the enacted requirements. Other policies that need changes are coming up for review soon so changes will be reflected at that time.

- Policy 418, Drug-Free Workplace/Drug-Free School (additions to sec. IV, paragraph D in accordance with new legislature; addition of model education programs resource for consideration)
- Policy 425, Staff Development (removal of paragraph in sec. VII applicable only to the 2024-25 school year)
- Policy 515, Protection and Privacy of Pupil Records (addition to sec. VI, paragraph B, clause 23 in accordance with new legislature)
- Policy 516, Student Medication (updated language throughout to reflect new formats of delivery systems)
- Policy 516.5, Overdose Medication (provides optional provision in sec. IV for boards to consider)
- Policy 613, Graduation Requirements (statutory reference change to sec. V, paragraph B, clause 2)
- Policy 620, Credit for Learning (statutory reference change to sec. VI)
- Policy 624, Online Learning Options (statutory reference change to sec. III, paragraph C)
- Policy 707, Transportation of Public School Students (language change in sec. VII)
- Policy 802, Disposition of Obsolete Equipment and Material (surplus books provision added)

RECOMMENDED RESOLUTION:

BE IT RESOLVED by the School Board of School District 197 to approve the policy changes, as presented.



OPERATIONAL EXPECTATIONS

ISD 197 School Board

Employees/Personnel

Contact: Director of Human Resources

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location.
- C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.
- D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage, containing more than one-half of one percent alcohol by volume.

- B. “Controlled substances” include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.
- C. “Edible cannabinoid product” means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.
- D. “Nonintoxicating cannabinoid” means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.
- E. “Medical cannabis” means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method, approved by the Commissioner of the Minnesota Department of Health (“Commissioner”).
- F. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- G. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. “Sell” means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.
- I. “Toxic substances” includes (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the Commissioner.

- J. “Use” includes to sell, buy, manufacture, distribute, dispense, be under the influence of or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person’s own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician’s prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minn. Stat. § 624.701, Subd. 1a1 (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).
- C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.
- D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program **or a Tribal medical cannabis program** as a pupil solely because the patient or person is enrolled in the registry program **or a Tribal medical cannabis program**, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

An employer or a school must provide written notice to a patient at least 14 days before the employer or school takes an action against the patient that is prohibited under Minnesota Statutes, section 342.57, subdivision 3 or 5. The written notice must cite the specific federal law or regulation that the employer or school believes would be violated if the employer or school fails to take action. The notice must specify what monetary or licensing-related benefit under federal law or regulations that the employer or school would lose if the employer or school fails to take action.

A school or an employer must not retaliate against a patient for asserting the patient’s rights or seeking remedies under Minnesota Statutes, section 342.57 or section 152.32.

V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.
- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform their supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.
- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances, medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.
- G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

- A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students

in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:

1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and
 2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.
- B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.
- C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VII. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.
2. Students may be referred to a drug or alcohol assistance or rehabilitation program; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provided by school based mental health services providers; and/or to law enforcement officials when appropriate.
3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is

engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify their supervisor in writing of their conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References: Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)

Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Liquor in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)

Cross References: School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
School District Policy 416 (Drug and Alcohol Testing)
School District Policy 417 (Chemical Use and Abuse)
School District Policy 506 (Student Discipline)
School District Policy 516 (Student Medication)

Resources: **List of Model Cannabis Education Programs for School District and Charter School Consideration.**

POLICY ADOPTED:	October 16, 2006
POLICY REVIEWED/REVISED:	November 21, 2016; April 16, 2018; September 20, 2021; May 5, 2025
Monitoring Method:	Administrative Review
Monitoring Frequency:	Every three years



OPERATIONAL EXPECTATIONS

ISD 197 School Board

Employees/Personnel

Contact: Director of Curriculum, Instruction and Assessment

425 STAFF DEVELOPMENT AND MENTORING

I. PURPOSE

The purpose of this policy is to establish a staff development program and structure to carry out planning and reporting on staff development that supports improved student learning and the district's commitment to equity.

II. DISTRICT STAFF DEVELOPMENT ADVISORY COMMITTEE AND SITE STAFF DEVELOPMENT TEAMS

- A. The School Board will establish a District Staff Development Advisory Committee to develop a Staff Development Plan, assist Site Staff Development Teams in developing a site plan consistent with the goals of the Staff Development Plan and aligned to site Continuous Improvement Plan goals, and evaluate staff development efforts at the site level.
 - 1. The majority of the membership of the District Staff Development Advisory Committee shall consist of teachers representing various grade levels, subject areas, and special education. The Committee also will include nonteaching staff, parents/guardians, and administrators.
 - 2. Members of the District Staff Development Advisory Committee shall be determined by sites and in collaboration with the Curriculum department.
- B. The School Board directs the Superintendent to ensure sites establish Site Staff Development Teams.
 - 1. The Site Staff Development Team will include at least 5 members. The Site Staff Development Team may be the same as the Building Leadership Team, at the discretion of the building principal.
 - 2. The majority of the Site Staff Development Teams shall be teachers representing various grade levels, subject areas, and special education.

III. DUTIES OF THE DISTRICT STAFF DEVELOPMENT ADVISORY COMMITTEE

- A. The District Staff Development Advisory Committee will develop a District Staff Development Plan that is aligned to the District Strategic Implementation Plan: World's Best Workforce Plan.
- B. The District Staff Development Plan must contain the following elements:
 - 1. Staff development outcomes which are consistent with the education outcomes as may be determined periodically by the School Board;
 - 2. The means to achieve the Staff Development outcomes;
 - 3. The procedures for evaluating progress at each school site toward meeting educational outcomes;
 - 4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:
 - a. Improve student achievement of state and local education standards in all areas of the curriculum including areas of regular academic and applied and experiential learning, by using research-based best practices methods;
 - b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, English learners, and gifted children, within the regular classroom, applied and experiential learning settings, and other settings;
 - c. Provide an inclusive curriculum for a racially, ethnically, linguistically, and culturally diverse student population that is consistent with state education diversity rules and the district's education diversity plan;
 - d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;
 - e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;
 - f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and
 - g. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.

5. The District Staff Development Plan also must:
 - a. Support stable and productive professional communities achieved through ongoing and school-wide progress and growth in teaching practice;
 - b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;
 - c. Maintain a strong subject matter focus premised on students' learning goals consistent with Minn. Stat. § 120B.125;
 - d. Ensure specialized preparation and learning about issues related to teaching English learners and students with special needs by focusing on long-term systemic efforts to improve educational services and opportunities and raise student achievement; and
 - e. Reinforce national and state standards of effective teaching practice.
6. Staff development activities must:
 - a. Focus on the school classroom and research-based strategies that improve student learning;
 - b. Provide opportunities for teachers to practice and improve their instructional skills over time;
 - c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;
 - d. Enhance teacher content knowledge and instructional skills, including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;
 - e. Align with state and local academic standards;
 - f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring;
 - g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system;
 - h. Provide teachers of English learners, including English as a second language, and content teachers with differentiated instructional strategies critical for ensuring students long-term academic success, the

means to effectively use assessment data on the academic literacy, oral academic language, and English language development of English learners, and skills to support native and English language development across the curriculum; and

- i. Provide opportunities for staff to learn about current workforce trends, the connections between workforce trends and postsecondary education, and training options, including career and technical education options.
 7. Staff development activities may include curriculum development and curriculum training programs and activities that provide teachers and other members of site-based teams training to enhance team performance.
 8. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.
- C. The District Staff Development Advisory Committee will assist Site Staff Development Teams in developing a site plan consistent with the goals and outcomes of the District Staff Development Plan.
- D. The District Staff Development Advisory Committee will evaluate staff development efforts at the site level.
- E. In addition to developing a Staff Development Plan, the Staff Development Advisory Committee also must develop teacher mentoring programs for teachers new to the profession or school district, including teaching residents, teachers of color, teachers who are American Indian, teachers in license shortage areas, teachers with special needs, or experienced teachers in need of peer coaching. Teacher mentoring programs must be included in or aligned with the school district's teacher evaluation and peer review processes under Minnesota Statutes, sections 122A.40, subdivision 8 or 122A.41, subdivision 5.
- F. The District Staff Development Advisory Committee shall assist the School District in preparing any reports required by the Department of Education relating to staff development or teacher mentoring including, but not limited to, the reports referenced in Section VII. below.

IV. DUTIES OF THE SITE STAFF DEVELOPMENT TEAM

- A. Each Site Staff Development Team shall develop a site plan, consistent with the goals of the District Staff Development Plan and include it in their Continuous Improvement Plan.
- B. The Site Staff Development Team will report its progress through the annual staff development report due to the Minnesota Department of Education.

V. STAFF DEVELOPMENT FUNDING

- A. Unless the School District is in statutory operating debt or a majority of the School District Board and a majority of its licensed teachers vote to waive the requirement to reserve basic revenue for staff development, the School District will reserve an amount equal to at least two percent of its basic revenue for: (1) teacher development and evaluation under Minnesota Statutes, section 122A.40, subdivision 8 or 122A.41, subdivision 5; (2) principal development and evaluation under section 123B.147, subdivision. 3; (3) professional development under section 122A.60; (4) in-service education for programs under section 120B.22, subdivision 2; and (5) teacher mentorship under section 122A.70, subdivision 1. To the extent extra funds remain, staff development revenue may be used for development plans, including plans for challenging instructional activities and experiences under section 122A.60, and for curriculum development and programs, other in-service education, teacher's workshops, teacher conferences, the cost of substitute teachers for staff development purposes, preservice and in-service education for special education professionals and paraprofessionals, and other related costs for staff development efforts. The school district also may use the revenue reserved for staff development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. To receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.
- B. The school district may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.
- C. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minn. Stat. § 122A.61.

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

- A. On a yearly basis, the District Staff Development Advisory Committee, with the assistance of the Site Staff Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development and mentoring funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.
- B. The District Staff Development Advisory Committee shall be responsible for monitoring the use of such funds in accordance with the District Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the District Staff Development Plan.

- C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.
- D. The school district may use staff development revenue, special grant programs established by the legislature, or another funding source to pay a stipend to a mentor who may be a current or former teacher who has taught at least three (3) years and is not on an improvement plan. Other initiatives using such funds. or funds available under Minnesota Statutes, sections 124D.861 and 124D.862, may include:
 - 1. additional stipends as incentives to mentors of color or who are American Indian;
 - 2. financial supports for professional learning community affinity groups across schools within and between districts for teachers from underrepresented racial and ethnic groups to come together throughout the school year;
 - 3. programs for induction aligned with the school district or school mentorship program during the first three (3) years of teaching, especially for teachers from underrepresented racial and ethnic groups; or
 - 4. grants supporting licensed and nonlicensed educator participation in professional development, such as workshops and graduate courses, related to increasing student achievement for students of color and American Indian students in order to close opportunity and achievement gaps.

To the extent the school district receives a grant for any of the above purposes, it will negotiate additional retention strategies or protection from unrequested leave of absences in the beginning years of employment for teachers of color and teachers who are American Indian. Retention strategies may include providing financial incentives for teachers of color and teachers who are American Indian to work in the school or district for at least five (5) years and placing American Indian educators at sites with other American Indian educators and educators of color at sites with other educators of color to reduce isolation and increase opportunity for collegial support.

VII. PARAPROFESSIONALS, TITLE I AIDES, AND OTHER INSTRUCTIONAL SUPPORT STAFF

- A. The school district must provide a minimum of eight hours of paid orientation or professional development annually to all paraprofessionals, Title I aides, and other instructional support staff. Six of the eight hours must be completed before the first instructional day of the school year or within 30 days of hire. The school district must consult the exclusive representative for employees receiving this training before creating or planning the training required under this section.

- B. The orientation or professional development must be relevant to the employee's occupation and may include collaboration time with classroom teachers and planning for the school year.
- C. For paraprofessionals who provide direct support to students, at least 50 percent of the professional development or orientation must be dedicated to meeting the requirements of this section. Professional development for paraprofessionals may also address the requirements of Minnesota Statutes, section 120B.363, subdivision 3.
- D. A school administrator must provide an annual certification of compliance with this requirement to the MDE Commissioner.
- E. ~~For the 2024-2025 school year only, a school may reduce the hours of training required in paragraphs (b) to (e) to a minimum of six hours and must pay for paraprofessional test materials and testing fees for any paraprofessional employed by the school district during the 2023-2024 school year who has not yet successfully completed the paraprofessional assessment or met the requirements of the paraprofessional competency grid.~~

VIII. REPORTING

- A. The School District and District Staff Development Advisory Committee shall prepare a report of the previous fiscal year's staff development activities and expenditures as part of the school district's world's best workforce report.
 - a. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.
 - b. The report will provide a breakdown of expenditures for:
 - 1. Curriculum development and curriculum training programs;
 - 2. Staff development training models, workshops, and conferences; and
 - 3. The cost of releasing teachers or providing substitute teachers for staff development purposes.

The report also must indicate whether the expenditures were incurred at the district level or the school site level and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the uniform financial and accounting and reporting standards (UFARS).

- c. The report will be signed by the Superintendent and Director of Curriculum, Instruction and Assessment.

- B. To the extent the school district receives a grant for mentorship activities described in Section V.D., by June 30 of each year after receiving a grant, the site staff development committee must submit a report to the Professional Educator Licensing and Standards Board on program efforts that describes mentoring and induction activities and assesses the impact of these programs on teacher effectiveness and retention.

Legal References: Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.22, Subd. 2 (Violence Prevention Education)
Minn. Stat. § 121A.642 (Paraprofessional Training)
Minn. Stat. § 122A.18, Subd. 4 (Board to Issue Licenses; Expiration and Renewal)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination - Additional Staff Development and Salary)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions - Additional Staff Development and Salary)
Minn. Stat. § 122A.60 (Staff Development Program)
Minn. Stat. § 122A.61 (Reserved Revenue for Staff Development) Minn. Stat. § 126C.10, Subds. 2 and 2b (General Education Revenue)
Minn. Stat. § 126C.13, Subd. 5 (General Education Levy and Aid)

Adopt: December 14, 2009
Revised: June 20, 2016; May 20, 2019; February 20, 2024; October 21, 2024
Monitoring Method: Administrative Review
Monitoring Frequency: Every three years



OPERATIONAL EXPECTATIONS

ISD 197 School Board

Students

Contact: Assistant Superintendent

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

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

C. Dates of Attendance

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

D. Directory Information

Under federal law, “Directory information” means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. The school district has identified “Directory Information” relating to students. This information is public. The parent/guardian or eligible student may, however, request in writing that any or all of the information below not be released on that individual student. The written request must be received within 30 days after the official notice is published.

Directory information includes the following information relating to a student and is subject to release as directory information only for use in matters pertaining to school district related business, functions or purposes, as determined by the Superintendent or designee:

It includes, but is not limited to, the student’s name; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended.

Under Minnesota law, a school district may not designate a student’s home address, telephone number, email address, or other personal contact information as “directory information”.

E. Education Records

1. What constitutes “education records.” Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.
2. What does not constitute an education record. The term, “education records,” does not include:

- a. Records of instructional personnel that are:
 - (1) kept in the sole possession of the maker of the record; and
 - (2) used only as a personal memory aid;
 - (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
 - (4) destroyed at the end of the school year.
- b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
 - (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and
 - (3) disclosed only to law enforcement officials of the same jurisdiction.
- c. Records relating to an individual, including a student, who is employed by the school district which:
 - (1) are made and maintained in the normal course of business;
 - (2) relate exclusively to the individual in that individual's capacity as an employee; and
 - (3) are not available for use for any other purpose.

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

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:
 - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional or paraprofessional capacity or assisting in that capacity;
 - (2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

- e. Records that only contain information about an individual after they are no longer a student at the school district and that are not directly related to the individual's attendance as a student.
- f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

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

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

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

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

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

J. Parent/Guardian

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

K. Personally Identifiable

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

L. Record

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

M. Responsible Authority

"Responsible authority" means the Superintendent/designee.

N. Student

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

O. School Official

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

P. Summary Data

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

Q. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent/guardian or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of Family Educational Rights and Privacy Rights Act (FERPA) and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents/Guardians and Eligible Students

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

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

B. Eligible Students

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

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written consent of the parent/guardian of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

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

- e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

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

- 1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
- 2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
 - a. performs an institutional service or function for which the school district would otherwise use employees;
 - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
 - c. will not disclose the information to any other party without the prior consent of the parent/guardian or eligible student and uses the information only for the purposes for which the disclosure was made;

3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act United States Code section 7917 and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minn. Stat. § 260B.171, unless the data are required to be destroyed under Minn. Stat. § 120A.22, Subd. 7(c) or § 121A.75. On request, the school district will provide the parent/guardian or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or their representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. determine eligibility for the aid;
 - b. determine the amount of the aid;
 - c. determine conditions for the aid; or
 - d. enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;
6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

- b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent/guardian of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents'/guardians' names, home addresses, and telephone numbers.
- 7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents/guardians or students by individuals other than representatives of the organization, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents/guardian and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy or return to the school district all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be returned or destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;
- 8. To accrediting organizations in order to carry out their accrediting functions;
- 9. To parents/guardians of a student eighteen (18) years of age or older if the student is a dependent of the parents/guardians for income tax purposes;
- 10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent/guardian or eligible student of the order or subpoena in advance of compliance therewith so that the parent/guardian or eligible student may seek protective action, unless the

disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism as defined in 18 U.S.C. § 2331. If the school district initiates legal action against a parent/guardian or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent/guardian or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents/guardians of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;

15. To the parent/guardian of a student who is not an eligible student or to the student themselves;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent/guardian of the student:
 - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents'/guardians' names, home addresses, and telephone numbers;
 - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent/guardian or guardian by certified mail of the request to disclose information. If the student's parent/guardian or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent/guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

19. To the principal where the student attends and to any counselor directly

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

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minn. Stat. § 260B.171, Subd. 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent/guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher,

counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action; or

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents/guardians by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements.
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in section 450b of Title 25), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.
23. When requested, **and in accordance with requirements for parental consent in 34 Code of Federal Regulations, section 300.622(b)(2), and part 99**, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent/guardian of the student or

the eligible student unless otherwise provided herein, if the disclosure is:

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

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

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

C. Present Students and Parents/Guardians

The school district may disclose directory information from the education records of a student and information regarding parents/guardians without prior written consent of the parent/guardian of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

1. Annually give public notice by any means that are reasonably likely to inform the parents/guardians and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents/guardians that the school district has designated as directory information;
 - b. the parent’s/guardian’s or eligible student’s right to refuse to let the school district designate any or all of those types of information about

the student and/or the parent/guardian as directory information; and

- c. the period of time in which a parent/guardian or eligible student has to notify the school district in writing that they do not want any or all of those types of information about the student and/or the parent/guardian designated as directory information.
2. Allow a reasonable period of time after such notice has been given for a parent/guardian or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's/guardian's or eligible student's prior written consent, except as provided in Section VI. of this policy.
3. A parent/guardian or eligible student may not opt out of the directory information disclosures to:
 - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
 - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non- directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

applicable for that school year.

E. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent/Guardian

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

1. The responsible authority may deny access to private data by a parent/guardian when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent/guardian and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent/guardian access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
 - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
 - b. whether the personal situation of the minor is such that denying parent/guardian access may protect the minor data subject from

physical or emotional harm;

- c. whether there are grounds for believing that the minor data subject's reasons for precluding parent/guardian access are reasonably accurate;
- d. whether the data in question is of such a nature that disclosure of it to the parent/guardian may lead to physical or emotional harm to the minor data subject; and
- e. whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent/guardian would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

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

IX. **DISCLOSURE OF CONFIDENTIAL RECORDS**

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minn. Statutes Chapter 260E, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent/guardian or the subject individual by the school district. The subject individual, however, may

obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minn. Statutes Chapter 260E.

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

C. Investigative Data

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

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

- c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

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

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

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

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

- A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post- secondary educational institutions within sixty (60) days after the date of the request unless a parent/guardian or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
 1. may be used only for the purpose of providing information to students about military service, state and federal veterans’ education benefits, and other career and educational opportunities provided by the military; and
 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

3. copying fees shall not be imposed.
- C. A parent/guardian or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post- secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent/guardian or eligible student must notify the responsible authority, the Two Rivers High School Principal, in writing by October 1st each year. The written request must include the following information:
1. Name of student and parent/guardian, as appropriate;
 2. Home address;
 3. Student's grade level;
 4. School presently attended by student;
 5. Parent's/guardian's legal relationship to student, if applicable;
 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post- secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents/guardians and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent/guardian or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent/guardian or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

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

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
 - a. The disclosures meet the requirements of Section VI. of this policy; and
 - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent/guardian or student or to parents/guardians of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

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

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent/guardian or student, or disclosures to parents/guardians of a dependent student. In the event that the Family Policy

Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 C.F.R. § 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in § 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

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

D. Review of Written Plan for Securing Student Records

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

attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student which indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student;
 - b. the legitimate interests these parties had in requesting or obtaining the information; and
 - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent/guardian or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent/guardian of a student or an eligible student, disclosures pursuant to the written consent of a parent/guardian of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law

enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism.

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

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

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

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

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

D. Form of Request

Parents/guardians or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records they wish to inspect.

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent/guardian or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent/guardian of the student has authority to inspect or review the education records of a student unless the school district has been

provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

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

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent/guardian of the student or the eligible student of the refusal and advise the parent/guardian or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

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

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

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent/guardian of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
3. The parent/guardian of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of their choice at their own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minn. Stat. Ch. 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

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

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents/guardians and

eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

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

XVIII. WAIVER

A parent/guardian or eligible student may waive any of their rights provided herein pursuant Family Educational Rights and Privacy Act (FERPA). A waiver shall not be valid unless in writing and signed by the parent/guardian or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

1. That the parent/guardian or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent/guardian or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent/guardian or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent/guardian or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of Family Educational Rights and Privacy Act (FERPA) and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing

education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

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

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

C. Notification to Parents/Guardians or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)

Minn. Stat. § 363A.42 (Public Records; Accessibility)
 Minn. Stat. § 480.40 (Personal Information, Dissemination)
 Minn. Stat. § 626.557 (Reporting of Maltreatment of Minors)
 Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
 10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
 18 U.S.C. § 2331 (Definitions)
 18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
 20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
 20 U.S.C. § 7908 (Armed Forces Recruiting Information)
 20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
 25 U.S.C. § 5304 (Definitions – Tribal Organization)
 26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
 42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy Act)
 34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
 42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)
 Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: School District Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 School District Policy 417 (Chemical Use and Abuse)
 School District Policy 506 (Student Discipline)
 School District Policy 519 (Interviews of Students by Outside Agencies)
 School District Policy 520 (Student Surveys)
 School District Policy 711 (Videotaping on School Buses)
 School District Policy 906 (Community Notification of Predatory Offenders)

POLICY ADOPTED: October 16, 2006
POLICY REVIEWED/REVISED: December 14, 2009; January 6, 2020; January 9, 2023; July 17, 2023; October 21, 2024
Monitoring Method: Administrative Review
Monitoring Frequency: Every three years



OPERATIONAL EXPECTATIONS

ISD 197 School Board

Students

Contact: Director of Special Education

516 STUDENT MEDICATION AND TELEHEALTH

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DRUG AND MEDICATION REQUIREMENTS

A. Administration of Drugs and Medicine

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

district that contracts with a public or private health or health-related organization, according to Minnesota Statutes, 121A.21; or

- d. with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.

3. Exclusions

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

- a. purchased without a prescription;
- b. used by a pupil who is 18 years old or older;
- c. used in connection with services for which a minor may give effective consent;
- d. used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;
- e. used off the school grounds;
- f. used in connection with athletics or extracurricular activities;
- g. used in connection with activities that occur before or after the regular school day;
- h. provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;
- i. prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - a. the school district has received a written authorization each school year from the pupil's parent permitting the student to self-administer the medication;

- b. the inhaler is properly labeled for that student; and
- c. the parent has not requested school personnel to administer the medication to the student.

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

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

- j. epinephrine ~~auto-injectors~~ **delivery systems**, consistent with Minnesota Statutes, section 121A.2205, if the parent and prescribing medical professional annually inform the pupil's school in writing that
 - a. the pupil may possess the epinephrine or
 - b. the pupil is unable to possess the epinephrine and requires immediate access to epinephrine ~~auto-injectors~~ **delivery systems** that the parent provides properly labeled to the school for the pupil as needed.
- k. For the purposes of Minnesota Statutes, 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.
- l. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

B. Prescription Medication

- 1. An "Administering Prescription Medications" form must be completed

annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minn. Stat. § 152.22, Subd. 6.

2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.
3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
4. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Paragraph III.A.3(i) above), and medications administered as noted in a written agreement between the school district and the parent or guardian or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
5. The school must be notified immediately by the parent or guardian or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
6. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
7. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

C. Nonprescription Medication.

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

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

1. Definitions

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

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

immediate access to epinephrine ~~auto-injectors~~ **delivery systems** in close proximity to the student at all times during the instructional day.

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

The plan must designate the school staff responsible for implementing the student’s health plan, including recognizing anaphylaxis and administering epinephrine ~~auto-injectors~~ **delivery systems** when required, consistent with state law. This health plan may be included in a student’s Section 504 plan.

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

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

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

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

E. Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician’s note, or other documentation from a licensed health

care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

F. Procedure regarding unclaimed drugs or medications.

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

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

- A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.
- B. The space must provide a student privacy to receive mental health care.

- C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.
- D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

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

Cross References: School District Policy 418 (Drug-Free Workplace/Drug-Free School)

ADOPTED: August 7, 2006

REVISED: November 2, 2009; March 20, 2017; May 18, 2020;
November 27, 2023; October 21, 2024

MONITORING METHOD: Administrative Review

MONITORING FREQUENCY: Once every three years



OPERATIONAL EXPECTATIONS

ISD 197 School Board

Students

Contact: Director of Special Education

516.5 OVERDOSE MEDICATION

The 2023 Minnesota legislature enacted legislation requiring school districts to maintain a supply of opiate antagonists. School districts and their employees are legally permitted to purchase, store, and administer Naloxone (Narcan) in response to an opiate overdose in schools and those who do assist with such administration are immune from civil liability as well as exempt from criminal prosecution from possession, use, etc. of a medication. The provisions of this policy outline the requirements of the law with respect to the use of Naloxone (Narcan) in schools.

I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)¹, and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day or at school district activities.

II. GENERAL STATEMENT OF POLICY

The school board authorizes school administration to obtain and possess opioid overdose reversal medication, such as Naloxone, to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

III. DEFINITIONS

¹ Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the intranasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intramuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."

- A. **“Drug-related overdose”** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.
- B. **“Naloxone Coordinator”** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district’s Naloxone Coordinator will be the Chemical Health Coordinator.
- C. **“Opiate”** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.
- D. **“Opiate Antagonist”** means naloxone hydrochloride (“Naloxone”) or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.
- E. **“Standing Order”** means directions from the school district’s medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:
 - 1. Administration type
 - 2. Dosage
 - 3. Date of issuance
 - 4. Signature of the authorized provider

IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES

- A. The school district must maintain a supply of opiate antagonists at each school site to be administered in compliance with Minnesota law. Each school building must have two doses of nasal naloxone available on-site.
- B. A licensed physician, a licensed advanced practice registered nurse authorized to prescribe drugs pursuant to Minnesota Statutes, section 148.235, or a licensed physician assistant may authorize a nurse or other personnel employed by, or under contract with, a public school may be authorized to administer opiate antagonists as defined under Minnesota Statutes, section 604A.04, subdivision 1.
- C. A licensed practical nurse is authorized to possess and administer an opiate antagonist in a school setting notwithstanding Minnesota Statutes, 148.235, subdivisions 8 and 9.

D. School District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a school district-wide collaborative planning and implementation team (“School District Planning Team”) who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

1. The School District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.
2. The School District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff in all school facilities and activities and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.
3. The School District Planning Team will develop school district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school district board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:
 - a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;
 - b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;
 - c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and
 - d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary

immediate emergency steps.

4. The School District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

E. Site Planning Teams

1. In consultation with the School District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.
2. The Site Planning Team will be responsible for the coordination and implementation of this policy, school district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and school district wide procedures and guidelines.

F. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

- G. The school district allows a student in grades 9 through 12 to possess and administer an opiate antagonist to another high school student. The protections of Minnesota Statutes, section 604A.04 apply to the possession and administration of opiate antagonists according to Minnesota Statutes, section 121A.224.**

V. NALOXONE STORAGE

- A. The Site Planning Team will select numerous Naloxone storage locations within the school site and outside the school site when activities are conducted off school grounds (i.e., transportation services, field trips, etc.).
- B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the School District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.
- C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

VI. Privacy Protections

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.224 (Opiate Antagonists)
Minn. Stat. § 144.344 (Emergency Treatment)
Minn. Stat. § 148.235 (Prescribing Drugs and Therapeutic Devices)
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances)
Minn. Stat. § 604A.01 (Good Samaritan Law)
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

Cross Reference: MSBA/MASA Model Policy 516 (Student Medication)
Minnesota Department of Health Toolkit on the Administration of Naloxone

Resources: **Minnesota Department of Health, School Toolkit on Naloxone Administration in School Settings**

ADOPTED: November 27, 2023
REVISED:
MONITORING METHOD: Administrative Review
MONITORING FREQUENCY: Once every three years



OPERATIONAL EXPECTATIONS

ISD 197 School Board

Educational Programs

Contact: Director of Curriculum, Instruction & Assessment

613 GRADUATION REQUIREMENTS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. “Credit” means a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.
- B. “English language learners” or “ELL” student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.
- C. “Individualized Education Program” or “IEP” means a written statement developed for a student eligible by law for special education and services.
- D. “Required standard” means a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, health, and the arts. Locally developed academic standards in health apply until statewide rules implementing statewide health standards under Minnesota Statutes, section 120B.021, subdivision 3, are required to be implemented in the classroom.
- E. “Section 504 Accommodation” means the defined appropriate

accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

IV. DISTRICT ASSESSMENT COORDINATOR

The Director of Curriculum, Instruction and Assessment shall be named the District Assessment Coordinator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. ASSESSMENT GRADUATION REQUIREMENTS

A. Graduation Requirements

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

1. Achievement and career and college readiness in mathematics, reading, and writing, consistent with paragraph (k) and to the extent available, to monitor students' continuous development of and growth in requisite knowledge and skills; analyze students' progress and performance levels, identifying students' academic strengths and diagnosing areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and, based on analysis of students' progress and performance data, determine students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student; and
2. Consistent with this paragraph and Minn. Stat. § 120B.125 (*see Policy 604, Section II.H.*), age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.
3. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.

B. Targeted Instruction Plan

1. A student must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.

2. Consistent with Minnesota Statutes, sections 120B.13, 124D.09, 124D.091, ~~124D.49~~**F.08**, and related sections, an enrolling school or district must actively encourage a student in grade 11 or 12 who is identified as academically ready for a career or college to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment under this subdivision to graduate from high school.
 3. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.
- C. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

VI. GRADUATION CREDIT REQUIREMENTS

Due to changing state standards and statutes, graduation requirements will vary depending on when students begin 8th grade. Currently, there are two sets of requirements; one set of requirements for students who completed 8th grade in 2022-2023 or before and another set for students who complete 8th grade in 2023-2024 or later.

Graduation requirements for students who completed 8th grade in 2022-2023 or before are as follows:

A1. Credit Requirements

1. Four credits of language arts sufficient to satisfy all academic standards in English language arts;
2. Three credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics;
3. An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;
4. Three credits of science, including at least: (a) one credit of biology; (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;
5. Three and one-half credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;

6. One credit in the arts sufficient to satisfy all of the state standards in the arts;
7. One credit in Physical Education;
8. Half Credit in Health;
9. A minimum of seven elective credits for a total of 23 credits.

Graduation requirements for students who completed 8th grade in 2023-2024 or after are as follows.

A2. Credit Requirements

1. Four credits of language arts sufficient to satisfy all academic standards in English language arts;
2. Three credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics;
3. For 2023-2024: Three credits of science, including at least: (a) one credit of biology; (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;

For 2024-2025, Three credits of science, including one credit to satisfy all the earth and space science standards for grades 9 through 12, one credit to satisfy all the life science standards for grades 9 through 12, and one credit to satisfy all the chemistry or physics standards for grades 9 through 12;

4. Four credits of social studies, encompassing at least United States history, geography and ethnic studies, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;
5. One credit in the arts sufficient to satisfy all of the state standards in the arts;
6. One credit in Physical Education to sufficiently satisfy the state standards in physical education;
7. Half credit in Health;
8. Half credit in personal finance in grade 10, 11, or 12;
9. A minimum of six elective credits for a total of 23 credits;

B. Credit Equivalencies

1. A one-half credit of economics taught in a school's agricultural, food, and natural resources education or business education program or department may fulfill a one-half credit in social studies as stated above, if the credit is sufficient to satisfy all of the academic standards in economics.
2. An agriculture science or career and technical education credit may fulfill the elective science credit required above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry academic standards, or all of the physics academic standards, prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit as stated above.
3. A career and technical education credit may fulfill a mathematics or arts credit requirement as stated above.
4. A computer science credit may fulfill a mathematics credit requirement as stated above, if the credit meets state academic standards in mathematics.
5. A Project Lead the Way credit may fulfill a mathematics or science credit requirement as stated above, if the credit meets the state academic standards in mathematics or science.
6. An ethnic studies course may fulfill a social studies, language arts, arts, math, or science credit if the course meets the applicable state academic standards. An ethnic studies course may fulfill an elective credit if the course meets applicable local standards or other requirements.

VII. GRADUATION STANDARDS REQUIREMENTS

- A. All students must demonstrate their understanding of the following academic standards:
 1. School District Standards, Health (K-12);
 2. School District Standards, Career and Technical Education (K-12); and
 3. School District Standards, World Languages (K-12).

- B. Academic standards in health, world languages, and career and technical education will be reviewed on an annual basis.* A school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages.
- * Reviews are required to be conducted on a periodic basis. Therefore, this time period may be changed to accommodate individual school district needs.*
- C. All students must satisfactorily complete the following required Graduation Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):
1. Minnesota Academic Standards, English Language Arts K-12;
 2. Minnesota Academic Standards, Mathematics K-12;
 3. Minnesota Academic Standards, Science K-12;
 4. Minnesota Academic Standards, Social Studies K-12;
 5. Minnesota Academic Standards, Physical Education K-12;
 6. Minnesota Academic Standards, Arts K-12.
- D. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.

VIII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minn. Stat. § 120B.07 upon meeting the following conditions:

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

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota’s Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.024 (Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.30 (General Requirements; Statewide Assessments)
Minn. Stat. § 120B.303 (Assessment Graduation Requirements)
Minn. Stat. § 120B.307 (College and Career Readiness)
Minn. Rules Part 3501.0660 (Academic Standards For Kindergarten through Grade 12)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Arts Standards Kindergarten through Grade 12)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: School District Policy 616 (School District System Accountability)

POLICY ADOPTED: December 14, 2009
POLICY REVIEWED/REVISED: June 15, 2020; October 23, 2023; November 18, 2024
Monitoring Method: Administrative Review
Monitoring Frequency: Every three years



OPERATIONAL EXPECTATIONS

ISD 197 School Board

Educational Programs

Contact: Director of Curriculum, Instruction & Assessment

620 CREDIT FOR LEARNING

I. PURPOSE

This policy recognizes student achievement that occurs in postsecondary enrollment options and other advanced enrichment programs. This policy also recognizes student achievement which occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. This policy addresses transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to provide a process for awarding students credit toward graduation requirements for credits and grades students complete in other schools, postsecondary or higher education institutions, other learning environments, and online courses and programs.

III. DEFINITIONS

- A. “Accredited school” means a school that is accredited by an accrediting agency, recognized according to Minn. Stat. § 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (Commissioner).
- B. "Concurrent enrollment" means nonsectarian courses in which an eligible pupil under subdivision 5 or 5b enrolls to earn both secondary and postsecondary credits, are taught by a secondary teacher or a postsecondary faculty member and are offered at a high school for which the district is eligible to receive concurrent enrollment program aid under Minnesota Statutes, section 124D.091.
- C. “Course” means a course or program.
- D. “Eligible institution” means a Minnesota public postsecondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by an accreditor recognized by the United States Department of Education, or a private, residential, two-year or

- four-year, liberal arts, degree-granting college or university located in Minnesota.
- E. “Nonpublic school” is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.
- F. “Weighted grade” is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

IV. TRANSFER OF CONTENT STANDARDS

A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools

1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.
2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll.

B. Transfer of Academic Requirements from Other Schools

1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.
 - a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.
 - b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll.
 - c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district’s high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.

- d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.
- 2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.
 - a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.
 - b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).
 - c. In the event the content of a course taken at a non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.
 - d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.
 - e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll.
- C. A student must provide the school with a copy of the student's grades in each course taken for secondary credit under this policy, including interim or nonfinal grades earned during the academic term.

V. POSTSECONDARY ENROLLMENT CREDIT

- A. A student who satisfactorily completes a post-secondary enrollment options course or program under Minn. Stat. § 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the Academic Standards corresponding to that specific rigorous course of study.

- B. Secondary credits granted to a student through a post-secondary enrollment options course or program must be counted toward the graduation requirements and subject area requirements of the district.
1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.
 2. Seven quarter or four semester postsecondary credits shall equal at least one full year of high school credit. Fewer postsecondary credits may be prorated.
 3. When a determination is made that the content of the postsecondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
 4. In the event the content of the post-secondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit, and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
 5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.
 6. When secondary credit is granted for post-secondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a post-secondary institution.
- C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.
- D. By the earlier of (1) three weeks prior to the date by which a student must register for district courses for the following school year, or (2) March 1 of each year, the school district must provide up-to-date information on the district's website and in materials that are distributed to parents and students about the program, including information about enrollment requirements and the ability to earn postsecondary credit to all pupils in grades 8, 9, 10, and 11. To assist the school district in planning, a pupil must inform the district by October 30 or May 30 of each year of the pupil's intent to enroll in postsecondary courses during the following academic term. A pupil is bound by notifying or not notifying the district by October 30 or May 30.

- E. Postsecondary institutions must notify a pupil's school as soon as practicable if the pupil withdraws from the enrolled course. The institution must also notify the pupil's school as soon as practicable if the pupil has been absent from a course for ten consecutive days on which classes are held, based on the postsecondary institution's academic calendar, and the pupil is not receiving instruction in their home or hospital or other facility.

VI. CREDIT FOR EMPLOYMENT WITH HEALTH CARE PROVIDERS

Consistent with the career and technical pathways program, a student in grade 11 or 12 who is employed by an institutional long-term care or licensed assisted living facility, a home and community-based services and supports provider, a hospital or health system clinic, or a child care center may earn up to two elective credits each year toward graduation under Minnesota Statutes, section 120B.024, subdivision 1, paragraph (a), clause ~~(7)~~ **(8)**, at the discretion of the enrolling school district. A student may earn one elective credit for every 350 hours worked, including hours worked during the summer. A student who is employed by an eligible employer must submit an application, in the form or manner required by the school district, for elective credit to the school district in order to receive elective credit. The school district must verify the hours worked with the employer before awarding elective credit.

VII. ADVANCED ACADEMIC CREDIT

- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.
- B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.
- C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
- E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the

Commissioner and request a determination of the number of credits that shall be granted to a student.

VIII. WEIGHTED GRADES

- A. The school district offers weighted grades for courses that are identified as more rigorous or academically challenging as follows:
 - 1. A grade awarded in an Advanced Placement course will be multiplied by a factor of 1.2.
 - 2. A grade awarded in a College In the Schools course will be multiplied by a factor of 1.2.
 - 3. A grade awarded in a dual enrollment course will be multiplied by a factor of 1.2.
 - 4. A grade awarded in a course taken through a Postsecondary Enrollment Options program will be multiplied by a factor of 1.2.
- B. School boards must adopt identical grade weighting policies for PSEO and Concurrent Enrollment courses. If a high school weights grades for Concurrent Enrollment courses, they must also weight grades on the same scale for courses taken through PSEO (subdivision 12(c)).
- C. The school district will update its website prior to the beginning of each school year with a listing of the courses for which a student may earn a weighted grade.

IX. PROCESS FOR AWARDING CREDIT

- A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.
- B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.
- C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D below.

- D. If a student disputes the number of credits granted by the school district for a particular postsecondary enrollment course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.
- E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

Legal References: Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.14 (Advanced Academic Credit)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.445 (Nonpublic Education Council)
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 124D.094 (Online Instruction Act)
Minn. Rules Parts 3501.0660 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Cross References: School District Policy 601 (School District Curriculum and Instruction Goals)
School District Policy 613 (Graduation Requirements)
School District Policy 616 (School District System Accountability)
School District Policy 624 (Online Learning Options)

POLICY ADOPTED: December 14, 2009
POLICY REVIEWED/REVISED: March 19, 2018; April 19, 2021; August 2, 2021;
November 18, 2024

Monitoring Method:
Monitoring Frequency:

Administrative Review
Every three years



OPERATIONAL EXPECTATIONS

ISD 197 School Board

Educational Programs

Contact: Director of Curriculum, Instruction & Assessment

624 ONLINE INSTRUCTION

I. PURPOSE

The purpose of this policy is to recognize and govern online instruction options of students enrolled in the school district for purposes of compulsory attendance and address enrollment of students with an online instruction site for supplemental or full-time online learning.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall not prohibit an enrolled student from applying to enroll in online instruction.
- B. The school district shall grant academic credit for completing the requirements of an online instruction course or program.

III. DEFINITIONS

- A. “Blended instruction” means a form of digital instruction that occurs when a student learns part time in a supervised physical setting and part time through online instruction under paragraph (E).
- B. “Digital instruction” means instruction facilitated by technology that offers students an element of control over the time, place, path, or pace of learning and includes blended and online instruction.
- C. “Enrolling district” means the school district in which a student is enrolled under Minn. Stat. § 120A.22, Subd. 4 **120A.05, subdivision 8, or chapter 124E.**
- D. “Online course syllabus” means a written document that identifies the state academic standards taught and assessed in a supplemental online course under paragraph (I); the course content outline; required course assessments; instruction methods; communication procedures with students, guardians and the enrolling district under paragraph (C); and supports available to the student.
- E. “Online instruction” means a form of digital instruction that occurs when a student learns primarily through digital technology away from a supervised physical setting.

- F. "Online instructional site" means a site that offers courses using online instruction under paragraph (E) and may enroll students receiving online instruction under paragraph (E).
- G. "Online teacher" means an employee of the enrolling district under paragraph (C) or the supplemental online course provider under paragraph (J) who holds the appropriate licensure under Minnesota Rules, chapter 8710, and is trained to provide online instruction under paragraph (E).
- H. "Student" means a Minnesota resident enrolled in a school, defined under Minnesota Statutes, section 120A.22, subdivision 4, in kindergarten through grade 12 up to the age of 21.
- I. "Supplemental online learning" means an online learning course taken in place of a course provided by the student's enrolling district under paragraph (C).
- J. "Supplemental online course provider" means a school district, an intermediate school district, or an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that is authorized by the Minnesota Department of Education (MDE) to provide supplemental online courses under paragraph (I).

IV. DIGITAL INSTRUCTION

- A. An enrolling district may provide digital instruction, including blended instruction and online instruction, to the district's own enrolled students. Enrolling districts may establish agreements to provide digital instruction, including blended instruction and online instruction, to students enrolled in the cooperating schools.
- B. When online instruction is provided, an online teacher shall perform all duties of teacher of record under Minnesota Rules, part 8710.0310. Unless the Commissioner of MDE grants a waiver, a teacher providing online instruction shall not instruct more than 40 students in any one online learning course or section.
- C. Students receiving online instruction full time shall be reported as enrolled in an online instructional site.
- D. Curriculum used for digital instruction shall be aligned with Minnesota's current academic standards and benchmarks.
- E. Digital instruction shall be accessible to students under sections 504 and 508 of the federal Rehabilitation Act and Title II of the federal Americans with Disabilities Act.

- F. An enrolling district providing digital instruction and a supplemental online course provider shall assist an enrolled student whose family qualifies for the education tax credit under Minnesota Statutes, section 290.0674 to acquire computer hardware and educational software so they may participate in digital instruction. Funds provided to a family to support digital instruction or supplemental online courses may only be used for qualifying expenses as determined by the provider. Nonconsumable materials purchased with public education funds remain the property of the provider. Records for any funds provided must be available for review by the public or MDE.
- G. An enrolling district providing digital instruction shall establish and document procedures for determining attendance for membership and keep accurate records of daily attendance under Minnesota Statutes, section 120A.21.

V. SUPPLEMENTAL ONLINE COURSES

- A. Notwithstanding Minnesota Statutes, sections 124D.03 and 124D.08 and Minnesota Statutes, chapter 124E, procedures for applying to take supplemental online courses other than those offered by the student's enrolling district are as provided in this subdivision.
- B. Any kindergarten through grade 12 student may apply to take a supplemental online course. The student, or the student's parent or guardian for a student under age 17, must submit an application for the proposed supplemental online course or courses. A student may:
 - 1. apply to take an online course from a supplemental online course provider that meets or exceeds the academic standards of the course in the enrolling district they are replacing;
 - 2. apply to take supplemental online courses for up to 50 percent of the student's scheduled course load;
 - 3. apply to take supplemental online courses no later than 15 school days after the student's enrolling district's term has begun. An enrolling district may waive the 50 percent course enrollment limit or the 15-day time limit; and
 - 4. enroll in additional courses with the online learning provider under a separate agreement that includes terms for paying any tuition or course fees.

[NOTE: The 2024 Minnesota legislature added this provision.]

- C. A student taking a supplemental online course must have the same access to the computer hardware and education software available in a school as all other students in the enrolling district.

- D. A supplemental online course provider must have a current, approved application to be listed by MDE as an approved provider. The supplemental online course provider must:
1. use an application form specified by MDE;
 2. notify the student, the student's guardian if they are age 17 or younger, and enrolling district of the accepted application to take a supplemental online course within ten days of receiving a completed application;
 3. notify the enrolling district of the course title, credits to be awarded, and the start date of the online course. A supplemental online course provider must make the online course syllabus available to the enrolling district;
 4. request applicable academic support information for the student, including a copy of the IEP, EL support plan, or 504 plan; and
 5. track student attendance and monitor academic progress and communicate with the student, the student's guardian if they are age 17 or younger, and the enrolling district's designated online learning liaison.
- E. A supplemental online course provider may limit enrollment if the provider's school board or board of directors adopts by resolution specific standards for accepting and rejecting students' applications. The provisions may not discriminate against any protected class or students with disabilities.
- F. A supplemental online course provider may request that MDE review an enrolling district's written decision to not accept a student's supplemental online course application. The student may participate in the supplemental online course while the application is under review. Decisions shall be final and binding for both the enrolling district and the supplemental online course provider.
- G. A supplemental online course provider must participate in continuous improvement cycles with MDE.

VI. ENROLLING DISTRICT

- A. An enrolling district may not restrict or prevent a student from applying to take supplemental online courses.
- B. An enrolling district may request an online course syllabus to review whether the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district.
- C. Within 15 days after receiving notice of a student applying to take a supplemental online course, the enrolling district must notify the supplemental online course

provider whether the student, the student's guardian, and the enrolling district agree that academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district. If the enrolling district does not agree that the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district, then:

1. the enrolling district must provide a written explanation of the district's decision to the student, the student's guardian, and the supplemental online course provider; and
 2. the online provider must provide a response to the enrolling district explaining how the course or program meets the graduation requirements of the enrolling district.
- D. An enrolling district may reduce the course schedule of a student taking supplemental online courses in proportion to the number of supplemental online learning courses the student takes.
- E. An enrolling district must appoint an online learning liaison who:
1. provides information to students and families about supplemental online courses;
 2. provides academic support information including IEPs, EL support plans, and 504 plans to supplemental online providers; and
 3. monitors attendance and academic progress, and communicates with supplemental online learning providers, students, families, and enrolling district staff.
- F. An enrolling district must continue to provide support services to students taking supplemental online courses as they would for any other enrolled student including support for English learners, case management of an individualized education program, and meal and nutrition services for eligible students.
- G. An online learning student must receive academic credit for completing the requirements of a supplemental online learning course. If a student completes an online learning course that meets or exceeds a graduation standard or the grade progression requirement at the enrolling district, that standard or requirement is met.
- H. Secondary credits granted to a supplemental online learning student count toward the graduation and credit requirements of the enrolling district. The enrolling district must apply the same graduation requirements to all students, including students taking supplemental online courses.

- I. An enrolling district must provide access to extracurricular activities for students taking supplemental online courses on the same basis as any other enrolled student.

VII. REPORTING

Courses that include blended instruction and online instruction must be reported in the manner determined by the Commissioner of MDE.

Legal References: Minn. Stat. § 120A.21 (Enrollment of a Student in Foster Care)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.094 (Online Instruction Act)
Minn. Rules Ch. 8710 (Teacher and Other School Professional Licensing)

Cross References: School District Policy 509 (Enrollment of Nonresident Students)
School District Policy 613 (Graduation Requirements)
School District Policy 620 (Credit for Learning)

POLICY ADOPTED:	December 14, 2009
POLICY REVIEWED/REVISED:	March 19, 2018; April 19, 2021; November 18, 2024
Monitoring Method:	Administrative Review
Monitoring Frequency:	Every three years



OPERATIONAL EXPECTATIONS

ISD 197 School Board

Non-Instructional Operations and Business Services

Contact: Director of Operations

707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parent(s)/guardian(s) but further recognizes that transportation by school bus is a privilege and not a right for an eligible student. An exception would be for those students with an IEP as explained in Section VII of this policy.

III. DEFINITIONS

- A. “Child with a disability” includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, development cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of Education. A licensed physician, an advanced practice nurse, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district’s discretion from age three to seven, who needs special instruction and services, as determined by the standards of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability.

- B. “Home” is the legal residence of the child. In the discretion of the school district, “home” also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student’s parent(s)/guardian(s) as the home of a student for part or all of the day, if requested by the student’s parent(s)/guardian(s), or an afterschool program for children operated by a political subdivision of the state, if the facility ~~or~~ residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district.
- C. “Homeless student” means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances.
- D. “Nonpublic school” means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of Minn. Stat. §120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964.
- E. “Nonresident student” is a student who attends school in the school district and resides in another district, defined as the “nonresident district.” In those instances when the divorced or legally separated parent(s)/guardian(s) or parent(s)/guardian(s) residing separately share joint physical custody of a student and the parent(s)/guardian(s) reside in different school districts, the student shall be a resident of the school district designated by the student’s parent(s)/guardian(s). When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides.
- F. “Pupil support services” are health, counseling and guidance services provided by the public school in the same district where the nonpublic school is located.

- G. “School of origin,” for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled.
- H. “Shared time basis” is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of Minn. Stat. § 120A.22 by attendance at a nonpublic school.
- I. “Student” means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota.

IV. ELIGIBILITY

- A. Upon the request of a parent(s)/guardian(s), the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student’s parent(s)/guardian(s).
- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.
- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district’s expenditures for transportation.
- D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher-than-average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

V. TRANSPORTATION OF NONRESIDENT STUDENTS

- A. If requested by the parent(s)/guardian(s) of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same level of service that is provided to resident students.
- B. If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation.
- C. When divorced or legally separated parent(s)/guardian(s) or parent(s)/guardian(s) residing separately reside in different school districts and share physical custody of a student, the parent(s)/guardian(s) shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent(s)/guardian(s) in the nonresident school district.
- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program.

VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

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

- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion.

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

- A. Upon a request of a parent(s)/guardian(s), the board must provide necessary transportation, consistent with Minn. Stat. § 123B.92, Subd. 1(b)(4), for a resident child with ~~a disability~~ **disabilities** not yet enrolled in kindergarten for the provision of special instruction and services. Special instruction and services for a child with ~~a disability~~ **disabilities** not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs.
- B. Resident students with ~~a disability~~ **disabilities** ~~whose physical disabilities are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is~~ **who are** transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport disabled students on the basis of the handicapping condition and applicable laws. This provision shall not be applicable to parent(s)/guardian(s) who transport their own child under a contract with the school district.
- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district.
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but

shall not pay the cost of transportation provided outside the school district boundary.

- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours.
- F. When a nonresident disabled student or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation.
- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law.
- H. Any parent(s)/guardian(s) of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 125A.

VIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the school district.
- B. Upon request by the student's parent(s)/guardian(s), or homeless education liaison, the school district shall provide transportation for a homeless student as follows:

1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked.
2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation.
3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located.
4. A homeless nonresident student enrolled under Minn. Stat. § 124D.08, Subd. 2a, must be provided transportation from the student's district of residence to and from the school of enrollment.

IX. AVAILABILITY OF SERVICES

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

X. MANNER OF TRANSPORTATION

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and

management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means.

XI. RESTRICTIONS

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

XII. FEES

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional.
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent(s)/guardian(s) is serving in, or within the past year has served in, active military service as defined in Minn. Stat. § 190.05.
- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee.
- D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs.

Legal References:

- Minn. Stat. § 120A.22 (Compulsory Instruction)
- Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
- Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)
- Minn. Stat. § 123B.36 (Authorized Fees)
- Minn. Stat. § 123B.41 (Educational Aids for Nonpublic School Children; Definitions)
- Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
- Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
- Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
- Minn. Stat. § 124D.03 (Enrollment Options Program)
- Minn. Stat. § 124D.04 (Enrollment Options Programs in Border States)
- Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
- Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District)
- Minn. Stat. Ch. 125A (Children With a Disability)
- Minn. Stat. § 125A.02 (Child With a Disability, Defined)
- Minn. Stat. § 125A.12 (Attendance in Another District)
- Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
- Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
- Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
- Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
- Minn. Stat. § 126C.01 (General Education Revenue - Definitions)
- Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
- Minn. Stat. § 190.05 (Definitions)
- Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
- Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)
- 20 U.S.C. § 1415 (Individuals with Disabilities Education Improvement Act of 2004)
- 29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
- 42 U.S.C. § 2000d (Prohibition Against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)
- 42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
- 42 U.S.C. § 12132, *et seq.* (Americans With Disabilities Act)

Cross References:

- School District Policy 708 (Transportation of Nonpublic School Students)
- School District Policy 709 (Student Transportation Safety Policy)
- School District Policy 710 (Extracurricular Transportation)

POLICY ADOPTED:	December 14, 2009
POLICY REVIEWED/REVISED:	November 20, 2017; May 2, 2022; September 9, 2024
Monitoring Method:	Administrative Review
Monitoring Frequency:	Every three years



OPERATIONAL EXPECTATIONS

ISD 197 School Board

Non-Instructional Operations and Business Services

Contact: Director of Operations

709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:
 - a. transportation by school bus is a privilege, not a right;
 - b. school district policies for student conduct and school bus safety;
 - c. appropriate conduct while on the bus;
 - d. the danger zones surrounding a school bus;
 - e. procedures for safely boarding and leaving a school bus;
 - f. procedures for safe vehicle lane crossing; and
 - g. school bus evacuation and other emergency procedures.
2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are

enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within four weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.
4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minn. Stat. § 169.446, Subd. 2.
5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district shall adopt and make available for public review a curriculum for transportation safety education.
9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training required
 - a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.

- b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:
 - (1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique; and
 - (2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and
 - (3) electric-assisted bicycle safety, including that a person under the age of 15 is not allowed to operate an electric-assisted bicycle.

~~2. Deadlines.~~

- ~~a. Students under subdivision 1, paragraph (a), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the third week of school.~~
- ~~b. Students under subdivision 1, paragraph (b), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the sixth week of school.~~
- ~~c. Students under subdivision 1, paragraph (a) or (b), who enroll in a school after the second week of school and have not received the appropriate active transportation safety training in their previous school district must undergo the training or receive active transportation safety instructional materials within four weeks of the first day of attendance.~~
- ~~d. The school district and a nonpublic school may provide kindergarten pupils with active transportation safety training before the first day of school.~~

3. Instruction

- a. The school district may provide active transportation safety training through distance learning.
- b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses; including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement.
 - 1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.
 - 2. Rules at the Bus Stop
 - a. Get to your bus stop five minutes before your scheduled pick up time. The school bus driver will not wait for late students.
 - b. Respect the property of others while waiting at your bus stop.
 - c. Keep your arms, legs, and belongings to yourself.
 - d. Use appropriate language.
 - e. Stay away from the street, road, or highway when waiting for the bus.
 - f. Wait until the bus stops before approaching the bus.
 - g. After getting off the bus, move away from the bus.
 - h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
 - i. No fighting, harassment, intimidation, or horseplay.
 - j. No use of alcohol, tobacco, or drugs.
 - 3. Rules on the Bus
 - a. Immediately follow the directions of the driver.
 - b. Sit in your seat facing forward.
 - c. Talk quietly and use appropriate language.
 - d. Keep all parts of your body inside the bus.

- e. Keep your arms, legs, and belongings to yourself.
- f. No fighting, harassment, intimidation, or horseplay.
- g. Do not throw any objects.
- h. No use of alcohol, tobacco, or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the school bus.

4. Consequences

- a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with co-curricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents/guardians will be notified of any suspension of bus privileges.

(1) Elementary (K-4)

- 1st offense: Warning
- 2nd offense: 3 school-day suspension from riding the bus
- 3rd offense: 5 school-day suspension from riding the bus
- 4th offense: 10 school-day suspension from riding the bus/meeting with parent/guardian
- Further offenses - individually considered/students may be suspended for longer periods of time, including the remainder of the school year.

(2) Secondary (5-12)

- 1st offense: Warning
- 2nd offense: 5 school-day suspension from riding the bus
- 3rd offense: 10 school-day suspension from riding the bus
- 4th offense: 20 school-day suspension from riding the bus/meeting with parent/guardian
- 5th offense: Suspended from riding the bus for the remainder of the school year

Note: When any student goes 60 transportation days without a report, the student's consequences may start over at the first offense.

(3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property will be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(5) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two weeks may result in the loss of bus privileges until damages are paid.

(6) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent/Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents/guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;

4. Monitor bus stops, if possible;
5. Have their children to the bus stop five minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

- A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.
- B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.
- C. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services ("Division") of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:
 1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
 2. reckless driving;
 3. improper or erratic traffic lane changes;
 4. following the vehicle ahead too closely;
 5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
 6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession.
 7. driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being

- operated or for the passengers or type of cargo being transported;
8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and
 9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.
- D. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.
- E. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.
- F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (*i.e.*, driving while impaired offenses), VII.C.1.h. (*i.e.*, felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns leases, or contracts for the school bus, shall report the conviction to the person's employer within ten days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy. This provision does not apply to a school district employee whose normal duties do not include operating a type III vehicle.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from

the initial or previous license verification. The school district shall retain on file an annual individual school bus driver “evaluation certification” form for each school district driver as contained in the Model School Bus Driver Training Manual (available online through the Minnesota Department of Public Safety State Patrol web page).

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual “school bus driver evaluation form” (road test evaluation) as contained in the Model School Bus Driver Training Manual.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.’
2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent/guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.
6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion. For purposes of this paragraph, "school bus" has the meaning given in Minn. Stat. § 169.01, Subd. 6. In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, Code of Federal Regulations, title 49, part 571.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type

III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
 - b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.
 - c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents/guardians may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus

Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
 - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
 - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;
 - (2) understanding student behavior, including issues relating to students with disabilities;
 - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
 - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
 - (5) handling emergency situations;
 - (6) proper use of seat belts and child safety restraints;
 - (7) performance of pretrip vehicle inspections; and
 - (8) safe loading and unloading of students, including, but not limited to:
 - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
 - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location; and
 - (d) placing the type III vehicle in "park" during loading and

unloading.

- (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
 - (9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under Minn. Stat. § 122A.18, Subd. 8, or Minn. Stat. § 123B.03 for school district employees; Minn. Stat. § 144.057 or Minn. Stat. Ch. 245C for day care employees; or Minn. Stat. § 171.321, Subd. 3, for all other persons operating a type A or type III vehicle under this section.
- d. Operators shall submit to a physical examination as required by Minn. Stat. § 171.321, Subd. 2.
- e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minn. Stat. § 181.951, Subds. 2, 4, and 5.
- f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minn. Stat. § 171.321, Subd. 5.
- g. A person who sustains a conviction, as defined under Minn. Stat. §609.02, of violating Minn. Stat. § 169A.25, § 169A.26, § 169A.27 (driving while impaired offenses), or § 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minn. Stat. §§ 169A.50 to 169A.53 of the implied consent law, or who is convicted of or has their driver's license revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for five years from the date of conviction.
- h. A person who has ever been convicted of a disqualifying offense as defined in Minn. Stat. § 171.3215, Subd.1(c), (*i.e.*, felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
- i. A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of a moving offense in violation of Minn. Stat. Ch. 169 within three years of the first of three other moving offenses is precluded from operating a type III vehicle for one year from the date of the last

conviction.

- j. Students riding the type III vehicle must have training required under Minn. Stat. § 123B.90, Subd. 2 (See Section II.B., above).
- k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

- 2. The type III vehicle must bear a current certificate of inspection issued under Minn. Stat. § 169.451.
- 3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I “Activity” Buses Driven by Employees with a Driver’s License Without a School Bus Endorsement

- 1. The holder of a Class D driver’s license, without a school bus endorsement, may operate a type A-I school bus or a Multifunctional School Activity Bus (MFSAB) under the following conditions:
 - a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
 - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
 - c. The operator is prohibited from using the eight-light system if the vehicle is so equipped.
 - d. The operator has submitted to a background check and physical examination as required by Minn. Stat. § 171.321, Subd. 2.
 - e. The operator has a valid driver’s license and has not sustained a conviction of a disqualifying offense as set forth in Minn. Stat. §171.02, Subd. 2a(h) - 2a(j).
 - f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration’s “Guideline for the Safe Transportation of Pre-

school Age Children in School Buses,” if child safety restraints are used by passengers, in addition to the training required in Section VI., above.

- g. The bus has a gross vehicle weight of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.
- 2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.
- 3. A school bus operated under this section must bear a current certificate of inspection.
- 4. The word “School” on the front and rear of the bus must be covered by a sign that reads “Activities” when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call “911” or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III “Crash & Emergency Preparedness” of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).
- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within one month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:
 - 1. the student’s name and address;
 - 2. the nature of the student’s disabilities;
 - 3. emergency health care information; and
 - 4. the names and telephone numbers of the student’s physician,

parents/guardians, or custodians, and some person other than the student's parents/guardians or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

- A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- B. All school vehicles shall be state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required by Minn. Stat. § 171.321, Subd. 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver's Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents/guardians, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References: Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instructor or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 123B.935 (Active Transportation Safety Training)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Driver Training Programs)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notification of Conviction for Violation by a Commercial Driver)
Minn. Stat. § 171.169 (Notification of Suspension of License of Commercial Driver)
Minn. Stat. § 171.321 (Qualifications of School Bus Driver)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § Part 571 (Federal Motor Vehicle Safety Standards)

Cross References: School District Policy 416 (Drug and Alcohol Testing)
School District Policy 506 (Student Discipline)
School District Policy 515 (Protection and Privacy of Pupil Records)
School District Policy 707 (Transportation of Public Students)

School District Policy 708 (Transportation of Nonpublic Students)
School District Policy 710 (Extracurricular Transportation)

ADOPTED:	December 14, 2009
REVISED:	March 20, 2017; March 16, 2020; March 18, 2024; September 9, 2024
MONITORING METHOD:	Administrative Review
MONITORING FREQUENCY:	Once every three years



OPERATIONAL EXPECTATIONS

ISD 197 School Board

Building and Sites

Contact: Director of Operations

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. “Contract” means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. “Official newspaper” is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

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

B. Contracts Over \$175,000

- 1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids shall be solicited by two weeks’ published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall

deem necessary.

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

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

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner

directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

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

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

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

F. Notice of Quotation

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

G. Sales to Employees

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

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and

is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment including a tablet device, by conveying the property and title to:

- a. another school district;
 - b. the state department of corrections;
 - c. the board of trustees of Minnesota State Colleges and Universities;
 - d. the family of a student residing in the district whose total family income meets the federal definition of poverty;
 - e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.
2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

I. Disposing of Surplus Books

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

Legal References: Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)

Minn. Stat. § 123B.29 (Sale at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.85 (Property Transfer; Public Corporations)
Minn. Stat. § 645.11 (Published Notice)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin “F” (School District Contract and Bidding Procedures)

POLICY ADOPTED:	December 14, 2009
POLICY REVIEWED/REVISED:	April 16, 2018; November 2, 2020; March 18, 2024;
	September 9, 2024
Monitoring Method:	Administrative Review
Monitoring Frequency:	Annually

TO: School Board Members

FROM: Peter Mau, Assistant Superintendent

DATE: August 4, 2025

SUBJECT: Second Reading of Policy 106, Equity

BACKGROUND:

This policy was presented as a first reading to the board at their meeting on June 16, 2025. To recap, the School Board chose to review the Equity Policy (106) annually. This is the first such review since the policy was originally adopted in 2024. Since the first reading, two minor changes were made: section IV, paragraph C - changing the word “especially” to align with other consistent use of “including” in the rest of the policy; section V, paragraph F - adding the wording of “guardian” consistently.

Over two meetings, the Equity Advisory Committee reviewed the policy for potential changes to suggest. There were two substantial recommendations made. First, it was to include more inclusive language similar to that already in use in some other parts of the policy. Second, language about the dissemination of the policy is suggested in this draft update to the policy. Some other word choice changes were also suggested.

Finally, legal counsel reviewed the policy again. A number of changes were suggested. Some suggestions fell into the category of wording that is too vague or subjective for policy. Other suggestions fall into the category of potential perception of conflicts with statutes, case law, or regulations.

RESOLUTION:

This is a second reading. There is no resolution needed at this time.



OPERATIONAL EXPECTATIONS

School District

ISD 197 School Board
Contact: Assistant Superintendent

106 EQUITY

I. PURPOSE

The purpose of this policy is to ensure equity and inclusion for every student, staff, and family member in School District 197. Additionally, this policy establishes equity as an essential value in our governance, leadership, policies, programs, operations, and practices.

As our District strategic framework states, we believe:

- People thrive when they feel connected, trusted and affirmed.

To that end, this policy will make it a priority to create the conditions so that every student, staff, family and School District community member feels a sense of belonging, and that they are valued and heard.

- Our diversity makes us stronger.

To that end, this policy serves to affirm this belief by recognizing the value of a wide range of perspectives and lived experiences and their important contributions to our School District community.

- We are all accountable for removing barriers and creating equitable systems.

Through this policy, the school board recognizes the historical legacy and compounding impact of the systems, structures and practices that have created and continue to afford advantages to some groups while further marginalizing and perpetuating inequities for others.

Therefore, we seek the elimination of inequity in our systems, structures and practices as a School District. We recognize that the responsibility for ensuring equitable access, opportunities, participation and outcomes falls on the adults in the system.

II. GENERAL STATEMENT OF POLICY

School District 197 is on an equity journey. While there has been work done previously and some progress has been made, there remains much to do.

The School District is committed to equitable **access and** opportunities ~~and equitable outcomes~~ for all members of our School District community, including students, families and staff.

Creating equitable **access and** opportunities is dependent upon having inclusive policies and practices that represent all students, and providing each student increased access to and creating meaningful participation in high-quality learning experiences where each student realizes positive outcomes. Educational equity benefits everyone and prepares all students to thrive in a racially and culturally diverse local, national and global community.

School District 197 is committed to the success of every student in each of our schools. The school board recognizes the history of **academic, discipline, and social-emotional** disparities that have occurred in many schools across our country based on race and ethnicity, language, immigration status, ~~ability~~, socioeconomic status, sex, and gender identity and sexual orientation (~~LGBTQIA+~~ status) (**2SLGBTQ+ status**) ~~in academic, discipline and or social-emotional outcomes~~. The academic and discipline gaps are contrary to ~~our belief~~ **the fact** that all students can learn and succeed in our schools, and they are unacceptable if we are to meet our School District mission of caring relationships, equitable practices and high achievement for all. Student outcomes must not be predictable based on student demographics or school attended.

The school board also recognizes that it is the responsibility of its administration and staff to remove barriers and create systems to ensure educational equity, which will require the allocation and reallocation of resources. School District 197 will actively work to interrupt, dismantle, and eliminate racism and other forms of inequity by identifying, acknowledging, confronting and disrupting beliefs and systems that marginalize children and their families. This work will be informed by evidence, including research, data, and the voices of marginalized communities.

The school board further recognizes that every student deserves a responsive, affirming and inclusive learning environment in which their cultural norms and experiences are valued and contribute to successful academic and social-emotional outcomes. **School District 197 recognizes the value in validating a student's own understanding of themselves, their identity, their culture, and their experiences in our schools.**

III. DEFINITIONS

"2SLGBTQ+" is an acronym that stands for Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer or Questioning and additional sexual orientations and gender identities while the plus reflects the countless affirmative ways in which people choose to self-identify.

"Equity" means giving each person the (individualized) opportunities and access they need to be successful. This is different from equality, which means giving each person equal (the same) opportunities and access without recognition of their unique needs.

"Educational equity" means the condition of justice, fairness and inclusion in our systems of education so that all students (~~especially~~ **including** those who are a part of traditionally marginalized communities) have access to the opportunities to learn and develop to their fullest potentials.

"Culturally affirming" means treating others' culture and experiences with respect and high regard

in order to affirm their value. This is done through practices, behaviors and policies that thoroughly acknowledge and proactively seek to affirm students' cultural identities and cultural assets as integral to their positive self-concept and their academic and social well-being.

“Culturally responsive” means having the ability to understand cultural differences, recognize potential biases, and look beyond differences to work productively with children, families, and communities whose cultural contexts are different from one's own.

~~“Culturally responsive teaching” means using students’ customs, characteristics, experience, and perspectives as tools for better student learning and classroom instruction.~~

“Disparity” means a noticeable and usually significant difference or dissimilarity, ~~particularly when the difference is unfair.~~

“Gender identity” means a person’s deeply held knowledge of their own gender, which can include being a man, woman, or another gender. Gender identity is an innate part of a person’s identity. One’s gender identity may or may not align with society’s expectations with the sex they were assigned at birth (male, female, or intersex). **In School District 197, individuals are encouraged to use their self-identified name and pronouns.**

“Institutional racism” means the biases that may be built into the policies, practices, and processes of institutions. These systemic biases discriminate against and disadvantage people of color through unwitting prejudice, ignorance, thoughtlessness or racial stereotyping. As a result, these systemic biases create different and predictable outcomes for different racial groups, typically maintaining an advantage for white individuals and simultaneously maintaining a disadvantage for individuals of color.

“Marginalize” means to treat as insignificant or unimportant or inferior. It involves social exclusion that results from a group having less access or opportunity than other groups.

“Racial consciousness” means understanding multiple theories of race and ethnicity, including but not limited to racial formation, processes of racialization, and intersectionality. Racial consciousness, in regard to intersectionality, means understanding the impact of the intersection of race and ethnicity with other forms of difference, including socioeconomic status, sex, gender identity and sexual orientation ~~(LGBTQIA+ status)~~ **(2SLGBTQ+ status)**, religion, national origin, immigration status, language, ability, and age.

“School culture” means the shared beliefs, norms, and values among the members of the school which can be observed from the behaviors of the members.

IV. COMMITMENTS

A. Diverse Classrooms and Schools: School District 197 commits to promoting equity in educational programs and extracurricular activities. **Student** representation in our classrooms and programs should reflect the diversity of our schools. **This includes socioeconomic status, sex, gender identity and sexual orientation, religion, national origin, immigration status, language, ability, and age.**

B. **Teacher and Leader Quality and Diversity:** School District 197 commits to recruiting, hiring, and retaining a diverse, culturally responsive, and equity-minded workforce ~~that reflects the demographics of our student population~~. This includes ongoing professional development focused on equity, **gender inclusion**, racial consciousness, and cultural responsiveness.

C. **Equitable Resource Allocation:** School District 197 commits to prioritizing the allocation of resources, including but not limited to, curriculum, facilities, staffing, support services, technology, transportation, and activities, in a manner that ensures all students, **especially including** historically marginalized students, have the access and opportunity necessary to succeed.

D. **Equitable Curriculum, Instruction and Assessment:** Aligned to our curriculum review cycle, School District 197 commits to selecting and implementing curriculum that is culturally relevant and representative of our student population. We also commit to including equity in the rubrics used in our decision-making process for curriculum adoption. School District 197 commits to culturally affirming, inclusive, and responsive instructional practices and to equitable assessment and grading practices that foster motivation, are bias-resistant, and accurately reflect student learning.

E. **Equitable Learning in Classroom and Other School Environments:** School District 197 commits to culturally affirming, inclusive, and responsive community building and behavior management practices. Our physical spaces and routines will be reflective of the diversity of our ~~students~~ **students' identities**. We also commit to building strong, supportive relationships with each student while holding them accountable to high expectations. School District 197 commits to behavior support and discipline practices that reduce disparities in suspensions. When there is harm, **we commit to interrupting the harm regardless of the intent, while also committing** ~~we also commit~~ to restoring relationships within the classroom and school.

F. **Equitable Student Leadership and Voice:** School District 197 commits to seeking to gather and understand student perspectives (**especially including** those from historically marginalized groups) in decision-making processes, creating spaces for student ~~affinity~~ groups, and providing leadership opportunities.

G. **Equitable Family and Community Partnerships:** School District 197 commits to building two-way linguistic and cultural bridges between the School District and the various communities it serves. We will seek representation reflective of our student demographics on District advisory committees, provide ~~affinity~~-spaces for ~~families~~ **family groups**; provide cultural liaisons, provide family education, and provide interpretation and translation tools and resources. We commit to using these resources to better understand the perspectives, goals, and priorities of the communities we serve and to seek ongoing input and feedback.

V. **SHARED RESPONSIBILITIES & ACCOUNTABILITY**

School District 197 believes education is a shared responsibility among staff, students, families, and the community.

A. **School Board:** The school board will ensure that educational equity efforts are in alignment with the District strategic framework. The school board will provide and allocate resources for educational equity. The school board will hold the superintendent accountable for annual progress

toward the commitments of this policy. The school board will hold the superintendent accountable for supporting staff in implementing this policy. The school board will review and update District policies in accordance with the four-way equity test:

- a. How does this help to provide opportunities for **all students, including** students who have historically been underserved, underrepresented, or disadvantaged by the current system?
- b. How does this help to ensure equitable access for all?
- c. How does this help to eliminate barriers (structural, process, financial, etc) based on race and ethnicity, language, immigration status, ability, socioeconomic status, sex, or gender identity and sexual orientation (~~LGBTQIA+ status~~) (**2SLGBTQ+ status**)?
- d. How does this ensure the same rigorous standards for academic performance exist for all students?

B. Superintendent: The superintendent shall create procedures and guidelines for the implementation of this policy. Annually, the superintendent or designee, will provide a report to the school board regarding progress on the commitments outlined in this policy. Progress will also be communicated to the community in the District's annual report. In addition to the annual report, the superintendent will ensure ongoing communication with families and the broader community about the District's equity initiatives related to its strategic framework and the commitments in this policy. The superintendent will hold administration accountable for making progress on the commitments. The superintendent will require each site and the District to set annual equity goals. The superintendent will actively cultivate a School District culture that prioritizes equity and recognizes, responds to, and remedy inequities in its practices and systems. The superintendent will provide support to staff responsible for implementing this policy and hold administration accountable to supporting staff in the implementation of this policy.

C. Administration: District and site administration will actively cultivate department and school cultures that prioritize equity and recognize, respond to, and remedy inequities in its practices and systems. Administration will support staff in implementing this policy. District and site administration will set annual equity specific goals and action plans and report out progress and results to the superintendent or designee. District and site administration will engage in ongoing equity professional development aimed at increasing their cultural awareness and their ability to be culturally responsive and equity-minded. Administration will provide and align resources to the commitments in this policy and the goals and action plans of sites and District departments. District and site administrators will regularly seek the input and perspectives that reflect the diversity of students in the School District. Administration will strive to recruit, hire and retain culturally responsive and equity-minded staff whose ~~culture-cultural~~ backgrounds and experiences are reflective of student demographics in the District.

D. School District Staff: School district staff, including administration, will, within the parameters of their various duties and responsibilities, adhere to and execute the equity-based plans developed to meet the commitments named in this policy. School District staff will demonstrate the values outlined by this policy as they go about their daily work. School District staff will actively contribute to the efforts of their site or department in meeting its annual equity goal. School District staff will engage in ongoing equity professional development aimed at increasing their cultural awareness and their ability to be culturally responsive and equity-minded. School District staff are further responsible ~~to make~~ **for making** suggestions to the appropriate authority to improve the ability of the District to live up to the commitments named in this policy.

E. **Students:** Students are partners in their academic achievement and personal growth. Students can demonstrate this partnership by providing feedback to the District, advocating for themselves, taking ownership of their learning, growing toward their goals, supporting the learning environment, and making positive contributions to the school culture. School District 197 acknowledges the important role of student voice and student leadership. Through intentional inclusion and engagement, students will be encouraged to regularly share their voice and leadership as the District actively works to create more equitable systems and opportunities.

F. **Families and Community:** Parents/guardians are responsible for ensuring students attend school. The District is responsible for encouraging ongoing partnerships with families and communities that reflect its diversity. Parents/guardians are encouraged to partner with schools and school staff in culturally meaningful ways. School District 197 will encourage partnership through opportunities to volunteer, ongoing communication, parent/guardian education, and opportunities for parent/guardian participation in decision-making. We will further support community connections and collaborations with groups and organizations that reflect the diversity of our students.

VI. RELATED POLICIES

It is the policy of the District to maintain a safe and ~~supporting~~ supportive learning and educational environment that is free from harassment, intimidation, violence, and/or bullying and free from discrimination.

Complaints alleging discrimination, harassment, violence or bullying should be made according to the procedures in the policies below. For more information about Equal Education Opportunity, including information about complaints alleging violations, refer to Policy 102. For information about the types of conduct that ~~constitute violation of~~ violate the School District's policy on harassment and violence and the District's procedures for addressing such complaints, refer to the School District's policy on harassment and violence (Policy 413). For information about the types of conduct that ~~constitute violation of~~ violate the School District's policy on bullying and the school district's procedures for addressing such complaints, refer to the District's policy on bullying (Policy 514).

For information about the types of conduct that ~~constitute violation of~~ violate the District's sex discrimination policies and procedures for complaints, refer to Policy 522. For information about the types of conduct that constitute disability discrimination and how to make a complaint, refer to District Policies 402 and 521. Questions related to District Policy 401 Equal Employment Opportunity should be referred to the Director of Human Resources.

VII. DISSEMINATION OF POLICY

A. This policy shall be given to each school district employee at the time of initial employment with the school district.

B. The school district will develop a method for the regular review of this policy by all employees.

C. This policy shall be referenced in the family handbook and the student rights and responsibilities handbook.

VIII. REFERENCES

Minnesota Department of Education's Equity Commitments

Minnesota Professional Educator Licensing and Standards Board's Standards of Effective Practice

Cross References: District Policy 102 Equal Education Opportunity

District Policy 401 Equal Employment Opportunity

District Policy 402 Disability Nondiscrimination

District Policy 413 Harassment & Violence

District Policy 503 Student Attendance

District Policy 514 Bullying Prohibition

District Policy 521 Student Disability Nondiscrimination

District Policy 522 Title IX Sex Nondiscrimination Policy, Grievance Procedures and Process

POLICY ADOPTED:

August 21, 2023

POLICY REVIEWED/REVISED:

Monitoring Method:

Administrative Review

Monitoring Frequency:

Annually

May 2025 Check Register

NUMBER	AMOUNT	DATE	VENDOR
278110	(7,142.00)	05/15/2025	HEADWAY EMOTIONAL HEALTH
278307	(125.00)	05/15/2025	MAHTOMEDI HIGH SCHOOL
278584	(500.00)	05/15/2025	UNIVERSITY OF MINNESOTA
278585	(500.00)	05/15/2025	UNIVERSITY OF MN/INSIDE TRACK CLUB
278709	(6,680.00)	05/15/2025	MOA ENTERTAINMENT COMPANY LLC
278796	(500.00)	05/15/2025	MCCARTHY, MORGANN
278801	(120.00)	05/15/2025	MN ODYSSEY OF THE MIND
278826	(158.00)	05/15/2025	UNITED FARMERS COOPERATIVE
279436	(300.00)	05/15/2025	LUTHERAN SOCIAL SERVICE / FGP
279712	(764.80)	05/15/2025	CHESTERTON ACADEMY
279723	(78.40)	05/15/2025	HAND IN HAND CHRISTIAN MONTESSORI
298850	(19,581.58)	05/15/2025	CITY OF MENDOTA HEIGHTS
298920	25,988.87	05/01/2025	150 MARIE LLC
298921	17,625.75	05/01/2025	ACT
298922	1,070.00	05/01/2025	ARCHKEY TECHNOLOGIES
298923	1,008.00	05/01/2025	BAYADA HOME HEALTH CARE INC
298924	836.25	05/01/2025	BENEFIT EXTRAS INC
298925	581.44	05/01/2025	BSN SPORTS
298926	466.95	05/01/2025	CANDYLAND
298927	22,798.76	05/01/2025	CANON FINANCIAL SERVICES INC
298928	227.03	05/01/2025	CENTURYLINK
298929	7,298.30	05/01/2025	CESO FINANCE LLC
298930	67.09	05/01/2025	CINTAS CORPORATION #2
298931	1,708.00	05/01/2025	COMMERCIAL TRUCK & TRAILER REPAIR INC
298932	2,246.57	05/01/2025	DALCO - NETWORK SERVICE CO
298933	296.00	05/01/2025	DIETZ, ELOISE
298934	172.50	05/01/2025	ECKROTH MUSIC
298935	154.00	05/01/2025	EXTENDED EXPOSURE
298936	260.55	05/01/2025	FACTORY MOTOR PARTS CO

298937	325.00	05/01/2025	FOREST LAKE HIGH SCHOOL
298938	2,437.46	05/01/2025	GEISER JOANNE
298939	37.60	05/01/2025	GROTH MUSIC CO
298940	1,020.00	05/01/2025	GUETTER, LINDSEY
298941	180.00	05/01/2025	HASTINGS HIGH SCHOOL
298942	2,957.02	05/01/2025	HI TECH REFRIGERATION
298943	3,100.72	05/01/2025	HORIZON COMMERCIAL POOL SUPPLY
298944	3,832.67	05/01/2025	HUMAN KINETICS INC
298945	1,560.00	05/01/2025	INFINITE CAMPUS
298946	3,408.78	05/01/2025	INSTITUTE FOR ENVIR ASSESSMENT INC
298947	5,900.00	05/01/2025	INTEGRATED FOOD SERVICE
298948	1,600.77	05/01/2025	INTERMEDIATE DIST 917
298949	147.18	05/01/2025	JERRY'S ENTERPRISES
298950	125.00	05/01/2025	JONES, DAVID
298951	30,806.70	05/01/2025	KINECT ENERGY GROUP
298952	4,206.11	05/01/2025	KOCK, DREW
298953	843.45	05/01/2025	LAUTH, MOLLY
298954	8,393.14	05/01/2025	LOFFLER COMPANIES
298955	3,927.28	05/01/2025	MAKI, CHRISTOPHER
298956	230.29	05/01/2025	MENARDS
298957	604.85	05/01/2025	MEYER, RHONDA
298958	5,996.50	05/01/2025	MOBILE RADIO ENGINEERING
298959	2,790.00	05/01/2025	NAC MECHANICAL & ELECTRICAL SERVICES
298960	4,784.06	05/01/2025	NASSEFF MECHANICAL CONTRACTORS
298961	270.00	05/01/2025	NASSP/UNITED 2024
298962	1,260.62	05/01/2025	NORTH CENTRAL BUS & EQUIP INC
298963	10,113.27	05/01/2025	NORTHFIELD LINES INC
298964	875.00	05/01/2025	PARMAN ENERGY GROUP LLC
298965	175.00	05/01/2025	POEPPING, MARY
298966	196.35	05/01/2025	REPOWERED
298967	1,195.00	05/01/2025	ROSS, SUZANNE
298968	100.00	05/01/2025	SCHOOL PRIDE LTD

298969	17,667.50	05/01/2025	ST THOMAS ACADEMY
298970	4,143.06	05/01/2025	STRAYDOG STRENGTH
298971	529.00	05/01/2025	SUMMIT COMPANIES
298972	12,716.04	05/01/2025	TRIO SUPPLY COMPANY
298973	129,220.28	05/01/2025	UPPER LAKES FOODS
298974	2,251.09	05/01/2025	VESTIS GROUP INC
298975	17,203.78	05/01/2025	WATERFORD OIL COMPANY
298976	14,132.56	05/01/2025	WELLS FARGO EQUIPMENT FINANCE INC
298977	360.96	05/01/2025	WILLIAMS, LINDSAY
298978	250.00	05/01/2025	WOLFE, LOREN
298979	1,482.50	05/01/2025	ZAHL PETROLEUM
298980	9,360.00	05/08/2025	AB STAFFING SOLUTIONS LLC
298981	5,580.00	05/08/2025	ACT
298982	1,363.00	05/08/2025	ADVANTAGE AUTO GLASS INC
298983	462.03	05/08/2025	AINSWORTH, CHARLIE
298984	81.36	05/08/2025	ALLSTATE PETERBILT OF SO ST PAUL
298985	11,926.19	05/08/2025	AMPION PBC
298986	450.00	05/08/2025	ARCON SOLUTIONS INC
298987	200.00	05/08/2025	ARNOLD, BRIDGET
298988	92.49	05/08/2025	AUTOWASH SYSTEMS INC
298989	500.00	05/08/2025	BAD WARRIOR SR, JAYME
298990	70,799.00	05/08/2025	BE SAFE TRANSPORTATION LLC
298991	598.00	05/08/2025	BENZ, DIANE
298992	772.71	05/08/2025	BIFFS INC
298993	598.00	05/08/2025	BONCICH, EVA
298994	7,306.69	05/08/2025	BSN SPORTS
298995	640.94	05/08/2025	BUSINESS ESSENTIALS
298996	350.00	05/08/2025	C WENTHUR PHOTOGRAPHY
298997	51.00	05/08/2025	CANDYLAND
298998	598.00	05/08/2025	CAPISTRANT, JOHN
299000	765.02	05/08/2025	CINTAS CORPORATION #2
299001	167,102.28	05/08/2025	CM CONSTRUCTION CO INC

299002	1,708.00	05/08/2025	COMMERCIAL TRUCK & TRAILER REPAIR INC
299003	200.00	05/08/2025	CORBETT, HANNAH
299004	420.00	05/08/2025	CORLEY, JEANINE
299005	1,540.00	05/08/2025	CURTIS, ALLISON
299006	637.00	05/08/2025	DAKOTA COUNTY REGIONAL CHAMBER OF COMMERCE
299007	2,622.46	05/08/2025	DALCO - NETWORK SERVICE CO
299008	375.00	05/08/2025	DAUDA, SALUFA
299009	5,707.78	05/08/2025	DG MN CS 2021 LLC
299010	1,050.00	05/08/2025	EAGAN HIGH SCHOOL
299011	390.71	05/08/2025	AVIBEN LLC
299012	46.62	05/08/2025	FACTORY MOTOR PARTS CO
299013	14,976.91	05/08/2025	FAE LSE 6 LLC
299014	150.00	05/08/2025	FRANK, ANTHONY
299015	375.00	05/08/2025	FUENTES, EVANGELINE
299016	598.00	05/08/2025	GERGEN, ALEXANDRA
299017	319.60	05/08/2025	GERTENS
299018	44.84	05/08/2025	GRAINGER
299019	135.00	05/08/2025	GRIM, MARK
299020	510.00	05/08/2025	HASTINGS HIGH SCHOOL
299021	150.00	05/08/2025	HENRY JR, ROBERT
299022	1,635.00	05/08/2025	HOVLAND, ELIZABETH
299023	241.94	05/08/2025	HUEBL, DANIEL
299024	171.87	05/08/2025	HY VEE
299025	36,803.00	05/08/2025	ICS CONSULTING LLC (DBA ICS)
299026	375.00	05/08/2025	IMAN, REHAAN
299027	125.00	05/08/2025	INSTITUTE FOR ENVIR ASSESSMENT INC
299028	2,524.00	05/08/2025	ISD 199
299029	910.00	05/08/2025	JAYTECH
299030	194.35	05/08/2025	JERRY'S ENTERPRISES
299031	1,086.70	05/08/2025	KENDELL DOORS AND HARDWARE LLC
299032	360.00	05/08/2025	LAKEVILLE NORTH HIGH SCHOOL
299033	1,159.67	05/08/2025	LAUGHLIN'S PEST CONTROL

299034	630.00	05/08/2025	LINDSEY, SARAH
299035	598.00	05/08/2025	LUNDQUIST, LAURA
299036	900.00	05/08/2025	LUTHERAN SOCIAL SERVICE / FGP
299037	1,044.66	05/08/2025	MADISON ENERGY INVESTMENTS III LLC
299038	37.06	05/08/2025	MADISON ENERGY INVESTMENTS II LLC
299039	375.00	05/08/2025	HER, AUTUMN
299040	1,770.00	05/08/2025	MASSP
299041	616.94	05/08/2025	MCGRAW HILL
299043	369.68	05/08/2025	MENARDS
299044	1,256.50	05/08/2025	MIDWEST BUS PARTS INC
299045	900.00	05/08/2025	MINNESOTA HISTORICAL SOCIETY
299046	207.00	05/08/2025	MN COMMUNITY ED ASSN
299047	280.00	05/08/2025	MN JR BASS NATION
299048	1,080.00	05/08/2025	MN UNITED SOCCER CLUB LLC
299049	175.00	05/08/2025	MOTZENBECKER, DAVID
299050	386.43	05/08/2025	MPCA
299051	4,559.41	05/08/2025	MSC RICE01
299052	527.45	05/08/2025	MULCAHY COMPANY INC
299053	7,588.32	05/08/2025	NEO ELECTRICAL SOLUTIONS
299054	1,175.00	05/08/2025	NEP LLC
299055	432.00	05/08/2025	NESSIM & ASSOCIATES
299056	1,425.00	05/08/2025	NEUBAUER, WAYNE
299057	1,646.92	05/08/2025	NORTH CENTRAL BUS & EQUIP INC
299058	14,164.13	05/08/2025	NORTHFIELD LINES INC
299059	540.00	05/08/2025	NORTHLAND TRADING CO LLC
299060	112.00	05/08/2025	OCCUPATIONAL HEALTH CENTERS OF MN PC
299061	1,328.18	05/08/2025	OHANA MIDWEST ENERGY LLC
299062	156.60	05/08/2025	POVOLNY, KATHY
299063	3,600.00	05/08/2025	PRO CARE THERAPY
299064	599.52	05/08/2025	QUALITY LOCKSMITH SERVICE
299065	77.60	05/08/2025	REINDERS INC
299066	237.55	05/08/2025	REPOWERED

299067	598.00	05/08/2025	SANCHEZ, EMILY
299068	598.00	05/08/2025	SANCHEZ, GABRIELA
299069	104,385.00	05/08/2025	SAYOO TRANSPORTATION LLC
299070	1,080.00	05/08/2025	SMSC OF MN
299071	2,932.67	05/08/2025	SQUIRES WALDSPURGER & MACE PA
299072	150.00	05/08/2025	STANLEY, SENECCA
299073	225.00	05/08/2025	STILLWATER HIGH SCHOOL
299074	476.96	05/08/2025	SUN AUTO TIRE & SERVICE
299075	2,751.06	05/08/2025	SUNBELT STAFFING LLC
299076	3,135.96	05/08/2025	T MOBILE USA INC
299077	98,871.20	05/08/2025	TEACHERS ON CALL
299078	655.21	05/08/2025	TRI-STATE BOBCAT
299079	101,620.00	05/08/2025	UNITY TRANSPORTATION LLC
299080	405.00	05/08/2025	UNIVERSITY LANGUAGE CENTER INC
299081	693.75	05/08/2025	VARSITY ATHLETIC APPAREL INC
299082	241.30	05/08/2025	VESTIS GROUP INC
299083	30.00	05/08/2025	WATSON, PATRICK
299084	13,595.44	05/08/2025	XCEL ENERGY SOLUTIONS
299085	598.00	05/08/2025	YANNARELLY, NICHOLAS
299086	1,127.72	05/08/2025	ZAHL PETROLEUM
299087	6,641.39	05/08/2025	ZEN EDUCATE INC
299088	89.00	05/09/2025	DISTRICT LODGE # 737 IAMAW
299089	54.50	05/09/2025	IUOE #70
299090	23,056.53	05/09/2025	MN FED/TEACHERS
299091	1,252.00	05/09/2025	MN TEAMSTERS LOCAL #320
299092	100.00	05/09/2025	RANGE CREDIT BUREAU INC
299093	5,790.86	05/09/2025	SEIU LOCAL #284
299094	784.93	05/09/2025	WI SCTF
299095	63.00	05/15/2025	AAA AWARDS
299096	20,020.00	05/15/2025	AB STAFFING SOLUTIONS LLC
299097	464.00	05/15/2025	ADVANTAGE AUTO GLASS INC
299098	2,885.00	05/15/2025	AFFINETY SOLUTIONS INC

299099	21.42	05/15/2025	ALLSTATE PETERBILT OF SO ST PAUL
299100	6,752.03	05/15/2025	AMN ALLIED SERVICES LLC
299101	247.24	05/15/2025	APPLE FORD WHITE BEAR LAKE
299102	10,836.90	05/15/2025	ARVIG
299103	10,579.34	05/15/2025	ASPEN WASTE SYSTEMS OF MN INC
299104	732.08	05/15/2025	AT&T MOBILITY
299105	168.95	05/15/2025	BATTERIES PLUS BULBS
299106	2,259.77	05/15/2025	BIRCHBARK BOOKS & NATIVE ARTS LLC
299107	375.00	05/15/2025	BRIDGEPOINT GLASS INC
299108	1,066.80	05/15/2025	BROOKAIRE COMPANY LLC
299109	1,377.50	05/15/2025	BSI MECHANICAL INC
299110	681.39	05/15/2025	BUSINESS ESSENTIALS
299111	15,000.00	05/15/2025	CESO FINANCE LLC
299112	435.73	05/15/2025	CINTAS CORPORATION #2
299113	14,461.38	05/15/2025	CITY OF MENDOTA HEIGHTS
299114	38,065.19	05/15/2025	CITY OF WEST ST PAUL
299115	4,512.40	05/15/2025	COLONIAL LIFE & ACCIDENT
299116	292.47	05/15/2025	COMCAST
299117	3,621.23	05/15/2025	COMMERCIAL TRUCK & TRAILER REPAIR INC
299118	9,817.50	05/15/2025	COMMUNITY SPEECH & LANGUAGE SERVICES LLC
299119	12,186.36	05/15/2025	CONSOLIDATED COMMUNICATIONS
299120	41.35	05/15/2025	CULLIGAN
299121	26.00	05/15/2025	DAIKIN APPLIED
299122	2,098.03	05/15/2025	DALCO - NETWORK SERVICE CO
299123	7,603.00	05/15/2025	DAVID HOY & ASSOCIATES
299124	1,175.00	05/15/2025	DE LAMBERT, ANNE
299125	254.36	05/15/2025	DOFFING, SUSAN
299126	5,410.00	05/15/2025	EFFERTZ, MADELINE
299127	1,080.00	05/15/2025	ENGINEERING FOR KIDS
299128	662.88	05/15/2025	FACTORY MOTOR PARTS CO
299129	20,708.40	05/15/2025	FLOORS BY FARMER INC
299130	2,433.18	05/15/2025	GEISER JOANNE

299131	3,070.20	05/15/2025	GOODHUE COUNTY EDUCATION DISTRICT
299132	5,880.00	05/15/2025	GOPHERMODS LLC
299133	1,246.46	05/15/2025	GRAINGER
299134	340.00	05/15/2025	GREEN LOTUS GROUP LLC
299135	125.54	05/15/2025	GROTH MUSIC CO
299136	712.05	05/15/2025	HD SUPPLY
299137	235.06	05/15/2025	HERITAGE LANDSCAPE SUPPLY GROUP INC
299138	847.65	05/15/2025	HLS OUTDOOR
299139	2,520.00	05/15/2025	HOVLAND, ELIZABETH
299140	18,717.82	05/15/2025	INTERMEDIATE DIST 917
299141	1,581.36	05/15/2025	ISD 625
299142	3,666.13	05/15/2025	KOCK, DREW
299143	850.55	05/15/2025	LAUTH, MOLLY
299144	9,850.00	05/15/2025	LB CARLSON LLP
299145	146.61	05/15/2025	LEE, HYAE
299146	279.00	05/15/2025	LOFFLER COMPANIES
299147	3,927.24	05/15/2025	MAKI, CHRISTOPHER
299148	385.00	05/15/2025	MARZINSKE, NAOMI
299150	502.43	05/15/2025	MENARDS
299151	1,228.07	05/15/2025	MIDWEST BUS PARTS INC
299152	1,425.00	05/15/2025	MILLES, RICHARD
299153	850.00	05/15/2025	MISTER BERNDT MEDIA
299154	1,575.00	05/15/2025	MN MOBILE TELEPHONE CO INC
299155	88.00	05/15/2025	MN OCCUPATIONAL HEALTH
299156	80.00	05/15/2025	NAMEN, VALARIE
299157	250.00	05/15/2025	NEO ELECTRICAL SOLUTIONS
299158	864.00	05/15/2025	NESSIM & ASSOCIATES
299159	1,635.36	05/15/2025	NORTH CENTRAL BUS & EQUIP INC
299160	98.00	05/15/2025	NORTH CENTRAL INT'L LLC
299161	2,801.93	05/15/2025	NORTHFIELD LINES INC
299162	18.60	05/15/2025	OXYGEN SERVICE
299163	112.00	05/15/2025	PARMAN ENERGY GROUP LLC

299164	1,595.00	05/15/2025	PEDIATRIC CARE HOLDINGS LLC
299165	679.86	05/15/2025	PETERSON BROS ROOFING
299166	925.60	05/15/2025	PIONEER MANUFACTURING CO
299167	2,745.80	05/15/2025	POMP'S TIRE SERVICE INC
299168	6,480.00	05/15/2025	PRO CARE THERAPY
299169	554.25	05/15/2025	REINDERS INC
299170	333.82	05/15/2025	ROSEDALE CHEVROLET
299171	1,291.23	05/15/2025	SAFELITE FULLFILLMENT LLC
299172	813.00	05/15/2025	SG TECHNOLOGIES LLC
299173	1,440.00	05/15/2025	SHAFFER, KRISTIE
299174	100.00	05/15/2025	SHIPMAN, MELONIE
299175	236.79	05/15/2025	SHRED N GO INC
299176	250.00	05/15/2025	SNEVE, VIRGINIA
299177	9,636.77	05/15/2025	SPRWS
299178	97.35	05/15/2025	ST PAUL PIONEER PRESS
299179	1,094.31	05/15/2025	STATE SUPPLY COMPANY
299180	1,451.25	05/15/2025	STEFFEL, LAUREN
299181	1,056.00	05/15/2025	STOUT LINDA
299182	5,542.66	05/15/2025	SUNBELT STAFFING LLC
299183	2,689.00	05/15/2025	SYNOVIA SOLUTIONS LLC
299184	4,760.00	05/15/2025	TMB PROPERTIES
299185	764.80	05/15/2025	TRI-STATE BOBCAT
299186	642.62	05/15/2025	TRUCK REPAIR & EQUIP CO
299187	240.00	05/15/2025	UNIVERSITY LANGUAGE CENTER INC
299188	120.00	05/15/2025	VALENTINO, SARAH
299194	2,144.29	05/15/2025	VESTIS GROUP INC
299195	7,821.64	05/15/2025	ZEN EDUCATE INC
299196	9,782.50	05/22/2025	AB STAFFING SOLUTIONS LLC
299197	3,160.00	05/22/2025	ACP
299198	3,377.03	05/22/2025	AMN ALLIED SERVICES LLC
299199	230.00	05/22/2025	ANDOVER HIGH SCHOOL
299200	230.00	05/22/2025	ARC DOCUMENT SOLUTIONS LLC

299201	335.88	05/22/2025	ARSENAL FISHING LLC
299202	44.88	05/22/2025	AT&T MOBILITY
299203	16,526.00	05/22/2025	AUTUMN RIDGE LANDSCAPING INC
299204	2,550.00	05/22/2025	BAYFIELD FRUIT COMPANY
299205	80,242.00	05/22/2025	BE SAFE TRANSPORTATION LLC
299206	836.25	05/22/2025	BENEFIT EXTRAS INC
299207	3,639.47	05/22/2025	BIMBO BAKERIES USA
299208	37,167.45	05/22/2025	BIX PRODUCE CO
299209	612.25	05/22/2025	BOWMAN, MARY
299210	3,379.43	05/22/2025	BSI MECHANICAL INC
299211	3,686.55	05/22/2025	BSN SPORTS
299212	13,178.50	05/22/2025	BUSINESS ESSENTIALS
299213	612.25	05/22/2025	CARTER JODI
299214	1,662.60	05/22/2025	CENGAGE LEARNING INC
299215	161.04	05/22/2025	CENTURYLINK
299216	6,167.01	05/22/2025	CESO FINANCE LLC
299217	1,858.19	05/22/2025	CITY OF EAGAN
299218	20,718.80	05/22/2025	CURRICULUM ASSOCIATES LLC
299219	3,569.07	05/22/2025	DAKOTA ELECTRIC ASSN
299220	50.00	05/22/2025	DAKTRONICS INC
299221	506.00	05/22/2025	DALCO - NETWORK SERVICE CO
299222	3,858.00	05/22/2025	DAMARCO SOLUTIONS
299223	1,000.00	05/22/2025	DE LAMBERT, ANNE
299224	612.25	05/22/2025	EUL, ELIZABETH
299225	6,465.00	05/22/2025	FIELD ENVIRONMENTAL CONSULTING
299226	77.43	05/22/2025	GRAINGER
299227	382.07	05/22/2025	GROTH MUSIC CO
299228	8,120.23	05/22/2025	HASTINGS BUS CO
299229	717.17	05/22/2025	HD SUPPLY
299230	1,840.67	05/22/2025	HI TECH REFRIGERATION
299231	1,700.00	05/22/2025	HUNT, KARINA
299232	2,891.00	05/22/2025	INTEGRATED FOOD SERVICE

299233	1,800.00	05/22/2025	JAIDE, NICOLE
299234	1,750.00	05/22/2025	JAYTECH
299235	31.01	05/22/2025	JERRY'S ENTERPRISES
299236	1,800.00	05/22/2025	KAFKA, GENEVIEVE
299237	612.25	05/22/2025	KANTOLA, SARAH
299238	945.00	05/22/2025	KIM TONG TRANSLATION SERVICE INC
299239	190.00	05/22/2025	KLITZKE, PAUL
299240	1,800.00	05/22/2025	LEWIS WALKER, JEREMIAH
299241	2,588.08	05/22/2025	LOFFLER COMPANIES
299242	356.53	05/22/2025	LOFFLER COMPANIES INC
299243	386.29	05/22/2025	LOOMIS
299244	6,284.00	05/22/2025	LVC COMPANIES
299245	970.00	05/22/2025	MATRIX COMMUNICATIONS INC
299247	1,775.00	05/22/2025	MENARDS
299248	612.25	05/22/2025	MILLER, JO ELLEN
299249	33.75	05/22/2025	MOHAMED, AMIRA
299250	272.00	05/22/2025	MOHN, MONICA
299251	1,595.00	05/22/2025	MOUNDS PARK ACADEMY
299252	1,646.00	05/22/2025	MRI SOFTWARE
299253	5,462.00	05/22/2025	NAC MECHANICAL & ELECTRICAL SERVICES
299254	348.00	05/22/2025	NEIGHBORS INC
299255	550.00	05/22/2025	NEO ELECTRICAL SOLUTIONS
299256	864.00	05/22/2025	NESSIM & ASSOCIATES
299257	2,986.34	05/22/2025	NORTHBOUND CREATIVE
299258	26,619.47	05/22/2025	NORTHFIELD LINES INC
299259	60.00	05/22/2025	PANGBORN, STACEY
299260	34,218.86	05/22/2025	PAYDHEALTH LLC
299261	505.00	05/22/2025	PETERSON BROS ROOFING
299262	2,880.00	05/22/2025	PRO CARE THERAPY
299263	1,475.00	05/22/2025	RICHFIELD BUS CO
299264	1,800.00	05/22/2025	RIGG, JOHN
299265	250.00	05/22/2025	ROCHESTER CENTURY HIGH SCHOOL

299266	3,170.00	05/22/2025	ROGERS ATHLETIC COMPANY
299267	130.00	05/22/2025	ROTARY CLUB W ST PAUL/MENDOTA HTS
299268	113,805.00	05/22/2025	SAYOO TRANSPORTATION LLC
299269	89.90	05/22/2025	SCHOLASTIC INC
299270	795.00	05/22/2025	SCHOOL BOARD SUPPORT SERVICES
299271	1,129.74	05/22/2025	SCHUMACHER ELEVATOR COMPANY
299272	1,500.00	05/22/2025	SCHWAB, ERIN
299273	499.00	05/22/2025	SG TECHNOLOGIES LLC
299274	64.50	05/22/2025	SNA
299275	12,339.86	05/22/2025	ST PAUL BEVERAGE SOLUTIONS LLC
299276	1,967.50	05/22/2025	SWANNIE GOLF APPAREL
299277	71,788.34	05/22/2025	TEACHERS ON CALL
299278	612.25	05/22/2025	TIBBETTS, JOANNE
299279	1,527.00	05/22/2025	TRANE U S INC
299280	20,437.60	05/22/2025	TRANSPORTATION & DELIVERY INC
299281	12,493.39	05/22/2025	TRIO SUPPLY COMPANY
299282	1,405.46	05/22/2025	TRUCK REPAIR & EQUIP CO
299283	1,125.00	05/22/2025	TYER, MASON
299284	106,515.00	05/22/2025	UNITY TRANSPORTATION LLC
299285	290.00	05/22/2025	UNIVERSITY OF MINNESOTA
299286	107,499.55	05/22/2025	UPPER LAKES FOODS
299287	1,620.05	05/22/2025	VERIZON WIRELESS
299288	1,186.25	05/22/2025	VESTIS GROUP INC
299289	1,500.00	05/22/2025	VILLANO, EMILY
299290	3,555.00	05/22/2025	WOHLWEND, KAYE
299291	4,930.15	05/22/2025	ZEN EDUCATE INC
299292	375.00	05/21/2025	HER, AUTUMN
299293	89.00	05/23/2025	DISTRICT LODGE # 737 IAMAW
299294	23,056.53	05/23/2025	MN FED/TEACHERS
299295	100.00	05/23/2025	RANGE CREDIT BUREAU INC
299296	5,792.94	05/23/2025	SEIU LOCAL #284
299297	784.93	05/23/2025	WI SCTF

242500579	40.67	05/13/2025	ANDERSON, KARRAH
242500580	16.52	05/13/2025	ANDERSON, KYLE
242500581	22.95	05/13/2025	ASAY, NICHOLAS
242500582	18.18	05/13/2025	ASHLEY, AARON
242500583	52.24	05/13/2025	BANNIE, DENISE
242500584	37.38	05/13/2025	BERGLUND, NECOLE
242500585	228.06	05/13/2025	BIRD, KAREN
242500586	42.14	05/13/2025	BOLCHEN, CHRISTOPHER
242500587	36.00	05/13/2025	BURSEY, BARBARA
242500588	521.14	05/13/2025	CABAK, JESSICA
242500589	28.98	05/13/2025	CHALLIFOUR, KATHERINE
242500590	77.98	05/13/2025	CLARKIN, STEFANIE
242500591	3.29	05/13/2025	DEMERS, HAYLEY
242500592	20.00	05/13/2025	DOCK, LEE
242500593	37.49	05/13/2025	DOUD, TERENCE
242500594	61.25	05/13/2025	DREELAN, STACY
242500595	28.14	05/13/2025	DREWITZ, CARI
242500596	75.60	05/13/2025	ENGDAHL, ALYSSA
242500597	116.90	05/13/2025	ENGLE, MOLLY
242500598	108.50	05/13/2025	FISK, EMILY
242500599	23.94	05/13/2025	GARDNER, KAITLIN
242500600	24.96	05/13/2025	HALL, ASHLEY
242500601	265.01	05/13/2025	HANSON, ROBERT
242500602	99.54	05/13/2025	HARPER, SHANLEY
242500603	76.95	05/13/2025	HAVIR, BRIANNA
242500604	48.16	05/13/2025	HEINZ, LEANNE
242500605	31.92	05/13/2025	HEUPEL, SAMUEL
242500606	14.00	05/13/2025	HODSON, ALEXANDRA
242500607	55.48	05/13/2025	HURON, MATTHEW
242500608	44.66	05/13/2025	IOVINO, JAMETTE
242500609	560.14	05/13/2025	JOHNSTON, RACHEL
242500610	110.36	05/13/2025	KENEFICK, CONNOR

242500611	308.05	05/13/2025	KORPELA, COURTNEY
242500612	37.38	05/13/2025	LAFORCE, MARINA
242500613	19.00	05/13/2025	LARSEN, WILLIAM
242500614	146.37	05/13/2025	LEIN, SARA
242500615	5.88	05/13/2025	LUFKIN, STACY
242500616	50.33	05/13/2025	MAHLSTEDT, AMANDA
242500617	350.97	05/13/2025	MAU, PETER
242500618	11.62	05/13/2025	MCINTOSH, SUSAN
242500619	53.60	05/13/2025	MONSOUR, JILLIAN
242500620	35.44	05/13/2025	MUELLER, ANNMARIE
242500621	245.98	05/13/2025	MYRAN, BRENDA
242500622	132.93	05/13/2025	NELSON, TAMAR
242500623	105.77	05/13/2025	O'LEARY, STACIE
242500624	226.80	05/13/2025	OWENS, DAVID
242500625	64.40	05/13/2025	PEREZ PULIDO, VICTOR
242500626	35.44	05/13/2025	PERRON, JEANINE
242500627	57.90	05/13/2025	PIRELA-DIAZ, MARIA
242500628	104.92	05/13/2025	POWELL, SUSAN
242500629	41.28	05/13/2025	QUICK, STEPHANIE
242500630	39.90	05/13/2025	QUINLAN, KATHERINE
242500631	19.74	05/13/2025	REGAN, JENNIFER
242500632	22.05	05/13/2025	SCHWISTER, THOMAS
242500633	29.00	05/13/2025	SCOTT, MICHAEL
242500634	79.58	05/13/2025	SEBASTIAN, DANIEL
242500635	34.93	05/13/2025	SHERIDAN, KEVIN
242500636	34.65	05/13/2025	SMOLIK, CYNTHIA
242500637	24.98	05/13/2025	SORIANO, IVONNE
242500638	73.01	05/13/2025	SPINNER, AMANDA
242500639	144.99	05/13/2025	SPOHN, JULIE
242500640	96.60	05/13/2025	TONIHKA, JESSE
242500641	128.10	05/13/2025	TOWNSEND, MARY
242500642	95.00	05/13/2025	VAN DEN BOOGAARD, ASHLEY

242500643	247.10	05/13/2025	VEENENDALL, JENNIFER
242500644	44.45	05/13/2025	VESEY, BENJAMIN
242500645	96.60	05/13/2025	VILLAGOMEZ, AREANNA
242500646	42.78	05/13/2025	WALBURG, SARAH
242500647	66.50	05/13/2025	WALTERS, KELLI
242500648	102.48	05/13/2025	WEGENER, KELLY
242500649	44.66	05/13/2025	WEYER, TERA
242500650	88.41	05/13/2025	WILEY, EMILY
242500651	86.97	05/13/2025	WOLFER, JEFFREY
242500652	18.62	05/13/2025	WOLFF, SARAH
242500653	51.80	05/13/2025	ZELLMER, KIMBERLY
<hr/>			
	2,301,680.67	Total	
	2,633,287.62	P/R 5/9	
	2,651,421.19	P/R 5/23	
<hr/>			
	7,586,389.48	Grand Total	

**INDEPENDENT SCHOOL DISTRICT NO. 197
WEST ST. PAUL, MINNESOTA
TREASURER'S REPORT TO SCHOOL BOARD**

May-25

Fund	Balance Beginning Of Month	Receipts	Disbursements	Balance End Of Month
General	(331,025.11)	16,119,295.67	10,012,248.35	5,776,022.21
Food Service	1,694,224.34	50,881.67	502,825.83	1,242,280.18
Comm. Service	2,678,345.90	684,025.57	458,926.92	2,903,444.55
Building Construct	(215,693.04)	7,708.42	232,596.76	(440,581.38)
Debt Service	1,553,507.79	2,919,769.83		4,473,277.62
Trust & Agency	425,067.21	106,207.30	38,517.93	492,756.58
Custodial Fund	45,013.18	650.00	691.18	44,972.00
OPEB Trust	4,996,517.32		32,313.72	4,964,203.60
Internal Service	2,559,933.80			2,559,933.80
Total	13,405,891.39	19,888,538.46	11,278,120.69	22,016,309.16

Bank	Balance Per Bank Statement	Outstanding Checks	Other Reconciling Items	Balance Per Treasurer's Books
US Bank	16,759,576.02	129,777.08	39,028.09	16,668,827.03
PFM				-
PMA				271,730.53
PMA Bond	2,841.49			2,841.49
PERA				5,012,469.33
CD'S				60,440.78
Total				22,016,309.16

-

To: School Board Members

From: Scott LeSage, Director of Finance
Mark Fortman, Director of Operations

Date: August 4, 2025

Re: Approval of Governmental Lease-Purchase Agreement for 16 “Mini” Blue Bird Buses

BACKGROUND:

In order to maintain a current and updated bus fleet, it is necessary for the School District to acquire sixteen (16) new “mini” Blue Bird buses (the “Buses”). 13 of the Busses will be delivered in August 2025. It is anticipated that the remaining three (3) Busses will be delivered in December 2025.

The Buses will be acquired through a lease-purchase financing. The total financed amount is \$1,873,781. The interest rate is 3.31 %. The financing has been arranged through Stock Growers Public Finance, LLC, Forman, North Dakota. Using this form of financing (i.e. a lease-purchase financing) was deemed to be desirable because the School District can spread the cost of the acquisition over several budget cycles. The expenditure is within the allocation approved in the budget.

The Administration has consulted with the District’s legal counsel regarding the form of the lease-purchase agreement and related certificates and documents.

Maintaining an up-to-date bus fleet will facilitate and promote safe and reliable transportation for District students. A modern fleet of buses can also save budget resources in the long-run by achieving better fuel economy and requiring less repair and maintenance.

RECOMMENDED RESOLUTION:

BE IT RESOLVED by the School Board of School District 197 to approve the Governmental Lease-Purchase Financing and the related Authorizing Resolution which accompanies this Memorandum.

Stock Growers Public Finance, LLC Borrower Cover Letter

Date: July 21, 2025

To: Independent School District No. 197

Dear School Board Chair Sarah Larsen:

Enclosed you will find the documentation for the lease-purchase agreement transaction with Stock Growers Public Finance, LLC. Please have each of the documents completed and signed as indicated and returned to my attention at your earliest convenience.

1. **Lease-Purchase Agreement:** To be reviewed, signed, and dated by an authorized officer of the Lessee.
2. **Supplement:** To be reviewed, signed, and dated by an authorized officer of the Lessee.
3. **Payment Schedule Exhibit "A":** To be reviewed, signed, and dated by an authorized officer of the Lessee.
4. **Incumbency Certificate:** To be completed, signed, and dated by the Auditor/Clerk/Secretary of the Lessee. Sample signature(s) of the officer(s) signing the lease documents needs to be included in the middle section of this form.
5. **Officer's Certificate:** To be reviewed, signed, and dated by an authorized officer of the Lessee.
6. **Resolution:** Please provide a copy of the resolution or board minutes authorizing the purchase and have it signed by Auditor/Clerk/Secretary of the Lessee. This is a sample form.
7. **Form 8038:** Please **verify OR provide** the Employer's Identification Number completed, signed, and dated the bottom of the form. We will file this form with the IRS on behalf of the Lessee after the transaction has been closed
8. **Delivery and Acceptance Certificate:** This should be signed and dated by an authorized officer of the Lessee (only after all the equipment to be leased has been delivered and accepted). Please retain this document until such delivery and then return to Stock Growers Public Finance, LLC. **The "Acceptance Date" becomes the commencement date establishing the start of the lease and the date on which interest begins to accrue.**



Invoices: Also, in order to approve payment to the vendor(s) when delivery is completed, we will need to have final invoices for this equipment on file.

Security: As applicable please have Stock Growers Public Finance, LLC P.O BOX 9, Forman, North Dakota 58032, named as lienholder (first secured party) on vehicle title(s) and then forward the title(s) to this office. If the property doesn't have a title an UCC will be filed.

Billing: *A notice will be sent out 45 days in advance before a payment is due. Please make all checks payable to Stock Growers Public Finance, LLC, PO BOX 9, Forman ND 58032.*

Copy: *A copy of the lease documents will be mailed to the lessee after the documents have been signed.*

Please contact Austin McLaen or me at 701-724-3216, if you have any questions on the enclosed documents. Thank you in advance for your immediate attention to this matter.

Sincerely,

Austin McLaen

Stock Growers Public Finance, LLC
PO Box 9
Forman ND 58032

Phone: 701-724-3216
Email: amclaen@stockgrowers.bank

Enclosures

LEASE-PURCHASE AGREEMENT: 400411

Name and Address of Lessee:

**Independent School District No. 197
1897 Delaware Avenue
Mendota Heights, MN 55118**

Lessor:

**Stock Growers Public Finance, LLC
331 Main Street
Forman, ND 58032**

1. LEASE. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the personal property described from time to time in each Supplement now or hereafter attached to this Lease-Purchase Agreement (the "Agreement") and thereby made a part hereof (each such Supplement and the terms and conditions contained in this Agreement applicable thereto constitute an individual "Lease") upon the terms and conditions set forth in such Supplement and this Agreement (such property together with all replacements, repairs and additions incorporated therein or affixed thereto being referred to herein as "Equipment"). The execution by Lessee of a Supplement shall evidence a determination by the Lessee that the Equipment described therein is essential to its proper, efficient and economic operation, that Lessee desires to enter into a Lease for the acquisition of that Equipment under the terms hereof, that the Equipment is necessary for the governmental functions of Lessee, and that Lessor is neither the manufacturer nor a dealer or merchant of said Equipment, but is being requested to provide the funding for and on behalf of Lessee for the acquisition of said Equipment under the terms hereof at the specific request of Lessee.

2. DELIVERY AND ACCEPTANCE. Lessee will evidence its acceptance of the Equipment in a Lease by executing and delivering to Lessor a Delivery and Acceptance Certificate (herein so called) in the form to be provided by Lessor.

3. TERM. The term of each Lease shall begin the date the Equipment described therein is accepted by Lessee (the "Acceptance Date") and shall continue for the term set forth in the Supplement relating thereto unless earlier terminated as provided herein. The Acceptance Date shall be recorded on the Supplement.

4. RENT. Lessee shall pay as rent for the full term of each Lease the amount shown in each Supplement as Total Rent and a portion of each rent payment is paid as, and represents the payment of interest , and Exhibit "A" attached to each Supplement will set forth the interest component of each rent payment during the term . The Total Rent shall be payable in installments each in the amount of the basic rental payment set forth in Exhibit A to each Supplement plus any applicable sales and use tax. If Lessee claims an exemption from the payment of any taxes, Lessee will provide Lessor with the appropriate exemption certificate.

Except as provided in Section 5, the obligation of Lessee to make rent payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all rent payments and other payments required hereunder when due and shall not withhold any rent payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such rent payments or other payments required under each Lease. Lessee's obligation to make rent payments or other payments during the Agreement term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation. Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

Lessee reasonably believes that funds can be obtained sufficient to make all rent payments with respect to each Lease during the term thereof and hereby covenants that the officer of Lessee responsible for budget preparation shall request the required appropriation for each fiscal year during the term of each Lease from the governing body of Lessee and exhaust all available administrative reviews and appeals in the event such portion of the budget is not approved.

5. NON-APPROPRIATION OF FUNDS. If Lessee's chief executive or chief financial officer periodically requests from its governing board funds to be paid to Lessor under this Lease Agreement and, notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such governing board does not approve funds to be paid to Lessor for the Equipment, Lessee may, upon prior written notice to Lessor effective sixty (60) days after the giving of such notice or upon the exhaustion of the funding authorized for the then fiscal year, whichever is later, return the Equipment to Lessor at Lessee's expense but with Lessor paying for freight for the distance that exceeds 100-miles from Lessee and thereupon be released of its obligation to make all rental payments to

Lessor due thereafter, provided: (i) the Equipment is returned to Lessor freight prepaid and insured to any location in the continental United States designated by Lessor, within a 100-mile radius of Lessee, in the same condition as when first delivered to Lessee, reasonable wear and tear resulting solely from authorized use thereof excepted: (ii) the foregoing notice states the failure of the governing body to appropriate the necessary funds as a reason for cancellation, and (iii) the notice is accompanied by payment of all amounts then due to Lessor under such Lease. In the event Lessee returns such Equipment pursuant to the terms of this Section 5, Lessor shall retain all sums paid under such Lease by Lessee.

6. REPRESENTATIONS AND WARRANTIES OF LESSEE. Lessee represents and warrants and, so long as this Agreement is in effect or any part of Lessee's obligations to Lessor remain unfulfilled, shall continue to represent and warrant that:

(a) Lessee is a state, a possession or the United States, the District of Columbia, or a political subdivision of a state. Lessee is duly organized and existing under the constitution and laws of the state of Lessee's location.

(b) Lessee has been duly authorized by the constitution and laws of the state of Lessee's location and by a resolution of its governing body to execute and deliver this Agreement, each Supplement and to carry out its obligations hereunder and thereunder.

(c) All requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement and each Lease, and Lessee has complied and will comply with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this Agreement.

(d) The Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.

(e) Lessee has funds available and properly appropriated to pay all rent due under this Agreement until the end of its current fiscal year. Lessee has never terminated, or threatened to terminate, a lease-purchase or similar agreement for failure of its governing body to appropriate funds sufficient to perform its obligations thereunder for any fiscal year.

(f) This Agreement and each Lease constitutes or will constitute a valid, legal and binding obligation of Lessee enforceable against Lessee in accordance with the terms hereof and thereof.

(g) This Lease Agreement is not and shall not become a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986 (the Code) and Treasury Regulations promulgated thereunder (the Regulations). Lessee shall comply with all provisions of the Code which are necessary to preserve the tax-exempt status of the interest component of the payments made and to be made under this Lease Agreement, including, without limitation, the investment and rebate provisions of Section 148, the prohibition against federal guaranties under Section 149 (b) and the information reporting requirements of Section 149(e).

7. WARRANTIES. Lessee agrees that it has selected or will select each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESSED OR IMPLIED AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. Lessee agrees to make rental and other payments required hereunder without regard to the condition of the Equipment and to look only to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Equipment for any reason be defective. So long as no Event of Default has occurred and is continuing with respect to any Lease, Lessor agrees, to the extent they are assignable, to assign to Lessee, without any recourse to Lessor, any warranty received by Lessor.

8. TITLE. Upon acceptance by Lessee of any equipment with respect to any Lease hereunder, title to such Equipment shall vest in Lessor; provided, however, that (i) upon prepayment of such Lease in accordance with Section 23 hereof, or (ii) upon payment of all rent payments and other amounts due under such Lease, then all Lessor's security and other interests in the Equipment subject thereto shall terminate and Lessor shall execute such documents as Lessee may reasonably request to evidence passage of legal title to such Equipment to Lessee. For as long as title to the Equipment is in Lessor, Lessee at its expense shall protect and defend the title and keep it free of all claims and liens other than the rights of Lessee hereunder

and claims and liens created by or arising through Lessor. The Equipment shall remain personal property regardless of its attachment to realty, and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty.

9. SECURITY AGREEMENT; FURTHER ASSURANCES. To secure the performance of all Lessee's obligations hereunder and under each Lease. Lessee hereby grants to Lessor a security interest constituting a first lien on the Equipment subject thereto and on all additions, attachments, repairs, replacements and modifications thereto or therefor, including all after-acquired equipment of Lessee, and on any proceeds therefrom. Lessor is hereby authorized to file financing statements to perfect such security interest in accordance with the Uniform Commercial Code. Lessee agrees to execute or deliver such additional documents, including, without limitation, financing statements, opinions of counsel, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment or for the confirmation or perfection of such security interest and Lessor's rights hereunder.

10. LAWS AND TAXES. Lessee shall comply with all laws and regulations relating to the Equipment and its use and shall promptly pay when due all sales use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any governmental body or agency upon the Equipment or its use or the rentals hereunder excluding, however, any taxes on or measured by Lessor's net income. Upon request by Lessor, Lessee shall prepare and file at its expense all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. If Lessee claims an exemption from the payment of any taxes, Lessee will provide Lessor with the appropriate exemption certificate.

11. LESSEE NEGLIGENCE. To the maximum extent permitted by law, Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees or agents.

12. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not sell, assign, sublet, pledge, or otherwise encumber or permit a lien arising through Lessee to exist on or against any interest in this Agreement, any Lease or the Equipment or remove the Equipment from the location set forth in the Supplement relating thereto. Lessor may assign its interest in this Agreement and any Lease and sell or assign its security interest in all or any part of the Equipment without Lessee's consent, but with written notice to Lessee. Lessee hereby appoints Lessor as Lessee's agent for purposes of maintaining a written record of all such assignments.

13. INSPECTION. Lessor may inspect the Equipment at any time and from time to time during regular business hours, upon at least 48 hours written notice to Lessee.

14. REPAIRS. Lessee will use the Equipment with due care and for the purpose for which it is intended. Lessee will maintain the Equipment in good repair, condition and working order and will furnish all parts and services required therefor, all at its expense. All such parts when furnished shall immediately become part of the Equipment for all purposes hereof.

15. LOSS OR DAMAGE. In the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment. Lessee shall promptly pay Lessor (a) the amount of all rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount stated in the Supplement or Exhibit A thereto as the Termination Balance with respect to such Equipment. Upon payment of such amount to Lessor, such item shall become the property of Lessee. Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this Section and Lessee shall be entitled to any surplus.

16. INSURANCE. Lessee shall obtain and maintain on or with respect to the Equipment at its own expense physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement value of the Equipment or the amount stated in the Supplement or an exhibit thereto as the Termination Balance, whichever is greater. Lessor shall be named as loss payee under such insurance. Lessee shall maintain general liability coverage, which provides

coverage for losses or damages proximately caused by the Lessee or its employees acting within the scope of their employment. Lessee shall provide Lessor with certificates that evidence the required coverages. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.

17. RETURN OF THE EQUIPMENT. Upon the termination of any Lease pursuant to Section 5 or Section 21 hereof, Lessee will immediately deliver the Equipment subject thereto to Lessor in the same condition as when delivered to Lessee, ordinary wear and tear excepted, at such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery.

18. ADDITIONAL ACTION. Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose of this Agreement. Lessee shall furnish to Lessor, within seven (7) days of availability, a copy of Lessee's audited financial statements. In the event that Lessee does not regularly obtain audited financial statements, Lessee shall provide to Lessor, within seven (7) days of availability, copies of Lessee's annual balance sheet and income statement.

19. LATE CHARGES. If any installment of basic rent is not paid when due or within 5 days thereafter, Lessor may impose a late charge of up to 5% or the amount of the installment but in any event not more than permitted by applicable law. Rent payments thereafter received shall be applied first to delinquent installments and then to current installments.

20. DEFAULT. Each of the following events shall constitute an "Event of Default" with respect to any Lease: (a) Lessee shall fail to pay when due any installment of basic rent; (b) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for 10 calendar days following written notice thereof by Lessor to Lessee; (c) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false or misleading in any material respect; or (d) Lessee shall voluntarily file, or have filed against it voluntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal or state bankruptcy code or any other present or future federal or state bankruptcy or insolvency law or a trustee, receiver, or liquidator shall be appointed or it or all of a substantial part of its assets.

21. REMEDIES. Whenever any event of default referred to in Section 20 hereof shall have happened and be continuing with respect to any Lease, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps

(a) Lessor, with or without terminating such Lease may declare all rent payments with respect to such Lease due or to become due during the fiscal year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such rent payments shall be immediately due and payable.

(b) Lessor, with or without terminating such Lease, may repossess the Equipment subject thereto by giving Lessee written notice to deliver such Equipment to Lessor, whereupon Lessee shall do so in the manner provided in Section 17; or in the event Lessee fails to do so within 10 days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Termination Balance of the Equipment, as set forth in the Supplement applicable thereto (less credit for proceeds of insurance remaining after subtraction of Lessor's costs with respect to the collection thereof), to Lessor. Notwithstanding the fact that Lessor has taken possession of such Equipment, Lessee shall continue to be responsible for the rent payments with respect thereto due during the fiscal year then in effect. If the Lease has not been terminated, Lessor shall return such Equipment to Lessee at Lessee's expense when the event of default is cured.

(c) If Lessor terminates the Lease and takes possession of the Equipment subject thereto, Lessor shall within 30 days thereafter use its best efforts to sell the Equipment or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable state laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (i) all costs incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the sale; (iii) the applicable Termination Balance of the Equipment; and (iv) the balance of any rent payments owed by Lessee under such Lease during the fiscal year then in effect. Any sale proceeds remaining after the requirements of clauses (i), (ii), (iii) and (iv) have been met may be retained by Lessee.

(d) If the proceeds of sale of the Equipment are not sufficient to pay the balance of any rent payments owned by Lessee during the fiscal year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations with respect to such Lease.

22. NOTICES. Any written notice hereunder to Lessee shall be deemed to have been given when delivered personally, delivered by overnight express mail, or deposited in the United States mail, postage prepaid, addressed to Lessee at its address set forth above or at such other address as may be last known to Lessor. The provisions of this section do not supersede any statutes, or rules of court, or interpretations of the common law regarding notice of claims, service of process or the mailing of notices.

23. PREPAYMENT. Any Lease may be prepaid in whole, but not in part, and on any regular payment date with 45 days written notice to Lessor, upon payment of all rent payments then due, plus the amount set forth as Termination Value on the Supplement applicable thereto or any exhibit thereto.

24. MISCELLANEOUS. Any provision of this Agreement or any Lease which is unenforceable in any jurisdiction shall, as to jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement or any Lease. Any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. This Agreement or any Lease shall in all respects be governed by, and construed in accordance with, the substantive laws of the state in which the Lessee is located.

Dated: July 21, 2025

Lessee: Independent School District No. 197

By: _____

Its: School Board Chair

By: _____

Its: School Board Clerk

Lessor: Stock Growers Public Finance, LLC

By: _____

Its: Vice President

Stock Growers Public Finance, LLC
P.O BOX 9
Forman, ND 58032

SUPPLEMENT TO LEASE-PURCHASE AGREEMENT

400411

This is a Supplement to the Lease-Purchase Agreement dated July 21, 2025 between Lessor and Lessee. Pursuant to the Lease-Purchase Agreement and this Supplement, Lessor is leasing to Lessee, and Lessee is leasing from Lessor, the Equipment described below.

Quantity	Description	VIN or Serial Number		
Appendix A	Appendix A	Appendix A		
Location of Equipment (if different from Lessee’s address)		SCHEDULE OF RENT PAYMENTS		
1897 Delaware Avenue Mendota Heights, MN 55118		Payment Amount	Number of Payments	Advance Payments
		\$281,023.83	5	\$0.00
Acceptance Date:		\$683,320.00	1	
Term in months: 60		Interest Rate	First Payment Due Date	Final Purchase Price
		3.31000%	1/15/2026	\$1.00
Payment Period: Annually		FINANCE AMOUNT: \$1,873,781.00		
		PURCHASE OPTION PRICE: See Exhibit A		
Additional Provisions:				

Lessor:	<u>Stock Growers Public Finance, LLC</u>	Lessee:	<u>Independent School District No. 197</u>
By:	<u></u>	By:	<u></u>
Its:	<u>Vice President</u>	Its:	<u>School Board Chair</u>
Date:	<u></u>	Date:	<u></u>

Costs Funded	\$ 1,873,781.83	Closing Fees	\$0.00	
Interest Rate	3.31%	Acceptance Date		
Total Payments	6	Lease Numer	400411	
Yearly Payments	1			
Level Payment	\$ 281,023.83			

Pmt	Due Date	Payment Due	Interest	Principal	After Payment Principal Balance	After Payment Termination Value
Lease	7/15/2025				\$ 1,497,569.64	\$ 1,497,569.64
Lease	1/15/2026				\$ 1,873,781.83	\$ 1,873,781.83
1	1/15/2026	\$ 281,023.83	\$ 24,784.78	\$ 256,239.05	\$ 1,617,542.78	\$ 1,617,542.78
2	1/15/2027	\$ 281,023.83	\$ 53,540.67	\$ 227,483.16	\$ 1,390,059.62	\$ 1,390,059.62
3	1/15/2028	\$ 281,023.83	\$ 46,010.97	\$ 235,012.86	\$ 1,155,046.76	\$ 1,155,046.76
4	1/15/2029	\$ 281,023.83	\$ 38,232.05	\$ 242,791.78	\$ 912,254.98	\$ 912,254.98
5	1/15/2030	\$ 281,023.83	\$ 30,195.64	\$ 250,828.19	\$ 661,426.79	\$ 661,426.79
6	1/15/2031	\$ 683,320.00	\$ 21,893.21	\$ 661,426.79	\$ -	\$ 1.00

Reviwed and Accepted by:

By:_____

Its: Superintendent

Date:_____

INCUMBENCY CERTIFICATE

I, _____, do hereby certify that I am the duly elected or appointed and acting School Board Clerk of Independent School District No. 197 a political subdivision or agency duly organized and existing under the laws of the State of Minnesota that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (I) the signatures set opposite their respective names and titles are their true and authentic signatures and (II) such officers have the authority on behalf of such entity to enter into that certain Lease-Purchase Agreement and Supplement thereto both dated July 21, 2025 between such entity and Stock Growers Public Finance, LLC (Lessor).

NAME	TITLE	SAMPLE SIGNATURE
Sarah Larsen	School Board Chair	

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20__.

School Board Clerk

OFFICER'S CERTIFICATE

TO: Stock Growers Public Finance, LLC

RE: GOVERNMENTAL LEASE-PURCHASE AGREEMENT DATED July 21, 2025 AND SUPPLEMENT DATED July 21, 2025.

FOR: Appendix A

I am duly qualified and acting as the officer identified below of Independent School District No. 197 (Lessee); and, with respect to the Lease-Purchase Agreement dated July 21, 2025 and Supplement thereto dated July 21, 2025 (the Lease), by and between Lessee and Stock Growers Public Finance (Lessor), hereby certify that:

1. The rent payments provided for in the Supplement or Exhibit A thereto shall commence and be due and payable on January 15, 2026 and 15th of each January thereafter, in the amounts shown thereon.
2. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all rent payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all rent payments due and payable during such current fiscal year.
3. Lessee is exempt from all personal property taxes, and is exempt from [subject to] sales and/or use taxes with respect to the Equipment and the rent payments.
4. During the Lease term the Equipment will be used by Lessee to perform essential governmental functions.
5. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease, and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make rent payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Dated: _____

Independent School District No. 197

By: _____

Its: School Board Chair

RESOLUTION

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT AND RELATED DOCUMENTS AND CERTIFICATES

BE IT RESOLVED by the School Board of the Independent School District No. 197, as follows:

1. It is hereby found, determined and declared that it is necessary and desirable and in the best interests of Independent School District No. 197 (Lessee) to acquire Appendix A by entering into a Lease-Purchase Agreement dated as of July 21, 2025 and Supplement to Lease-Purchase Agreement dated as of July 21, 2025 (collectively, the "Lease") by and between Lessee and Stock Growers Public Finance, LLC ("Lessor"). Such Lease is hereby approved substantially in the form presented to this board and on file in the office of the School Board Clerk.

2. The School Board Chair of the Lessee is hereby authorized to execute the Lease on behalf of Lessee, and to execute such other certificates and documents as may be necessary and appropriate to effectuate the transactions contemplated by the Lease. The Lease and the related documents may contain such necessary and appropriate variations, omissions and insertions as the School Board Chair shall determine to be necessary, and the execution thereof by the School Board Chair shall be conclusive evidence of such determination and its approval by this Board.

3. Lessee does not reasonably anticipate that it will issue tax-exempt obligations (not including "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended) in an aggregate amount in excess of \$10 million during the calendar year in which the Lease commences. The Lease is designated as a qualified tax-exempt obligation for purposes of Section 265(b)(c) of the Internal Revenue Code of 1986, as amended, relating to deductibility of interest by financial institutions.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____

and upon roll call vote the following voted in favor thereof: _____

and the following voted against the same: _____

where said resolution was declared duly passed adopted.

STATE OF MINNESOTA)

)SS

COUNTY OF DAKOTA)

I, the undersigned, being the fully qualified and acting School Board Clerk of Independent School District No. 197, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of the School Board held on the ____ day of _____, with the original thereof on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the adoption of a resolution approving and authorizing the execution or a Lease Purchase Agreement and related documents and certificates.

WITNESS MY HAND officially as such School Board Clerk this _____ day of _____, _____.

School Board Clerk

DELIVERY AND ACCEPTANCE CERTIFICATE

TO: Stock Growers Public Finance, LLC
RE: LEASE-PURCHASE AGREEMENT DATED July 21, 2025 AND SUPPLEMENT DATED July 21, 2025.

FOR: Appendix A

I am duly qualified and acting as the officer identified below of Independent School District No. 197 (Lessee): and, with respect to the Lease-Purchase Agreement dated July 21, 2025 and Supplement thereto dated July 21, 2025 (the Lease), by and between Lessee and Stock Growers Public Finance, LLC (Lessor), that:

1. The equipment described in the Lease (the Equipment) has been delivered and installed in accordance with Lessee's specifications and has been accepted by Lessee as of the Acceptance Date shown on the Supplement.
2. The rent payments provided for in such Supplement or Exhibit A thereto shall commence and be due and payable on January 15, 2026 and 15th of each January thereafter in the amounts shown thereon.
3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all rent payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all rent payments due and payable during such current fiscal year.
4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the rent payments.
5. During the Lease term the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

Transport K-12 students to the school and other school events.
--

6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease: the proper authorization, approval and execution of the Lease and other documents contemplated thereby: the appropriation of moneys or any other action taken by Lessee to provide moneys, sufficient to make rent payments coming due under the Lease in Lessee's current fiscal year: or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Dated: _____

Independent School District No. 197

By: _____

Its: School Board Chair

Appendix A

August 2025 Bus Delivery List

#	Year, Make, Model	Vin
1	2024, Blue Bird, Micro Bird	1HA6GUB71RN000219
2	2024, Blue Bird, Micro Bird	1HA6GUB72RN000214
3	2024, Blue Bird, Micro Bird	1HA6GUB79RN000212
4	2024, Blue Bird, Micro Bird	1HA6GUB70RN000227
5	2024, Blue Bird, Micro Bird	1HA6GVB7XRN007465
6	2024, Blue Bird, Micro Bird	1HA6GVB7XRN015226
7	2024, Blue Bird, Micro Bird	1HA6GVB79RN015170
8	2024, Blue Bird, Micro Bird	1HA6GVB78RN015337
9	2024, Blue Bird, Micro Bird	1HA6GCB72RN016287
10	2024, Blue Bird, Micro Bird	1HA6GVB75RN016221
11	2024, Blue Bird, Micro Bird	1HA6GVB77RN016303
12	2024, Blue Bird, Micro Bird	1HA6GVB73RN016122
13	2024, Blue Bird, Micro Bird	1HA6GVB7XRN016148

December 2025 Bus Delivery List

#	Year, Make, Model	Vin
1	2024, Blue Bird, Micro Bird	TBD
2	2024, Blue Bird, Micro Bird	TBD
3	2024, Blue Bird, Micro Bird	TBD

Dated: _____

Independent School District No. 197

By: _____

Its: School Board Chair

EXTRACT OF MINUTES OF A MEETING
OF THE SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 197
(WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN)
DAKOTA COUNTY, MINNESOTA

Pursuant to due call and notice thereof a regular meeting of the School Board of Independent School District No. 197 (West St. Paul-Mendota Heights-Eagan), Dakota County, Minnesota, was held in the School District on August 4, 2025 at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A GOVERNMENTAL LEASE-PURCHASE
AGREEMENT WITH RESPECT TO THE ACQUISITION OF
SCHOOL BUSES AND RELATED DOCUMENTS AND
CERTIFICATES RELATED THERETO**

BE IT RESOLVED by the School Board (the “Board”) of Independent School District No. 197 (West St. Paul-Mendota Heights-Eagan), Dakota County, Minnesota (the “District”), as follows:

Section 1. Background.

1.01. The District is authorized under Minnesota Statutes, Section 465.71, as amended (the “Act”), to lease real or personal property with an option to purchase under a lease-purchase agreement, by which agreement title is retained by the lessor as security for the purchase price, including interest.

1.02. The District has determined that it is necessary and desirable to enter into a lease-purchase arrangement pursuant to the Act to finance certain costs in connection with the acquisition of school buses (the “Project”).

1.03. The District proposes to enter into a Lease-Purchase Agreement (the “Lease”) with Stock Growers Public Finance, LLC, Forman, North Dakota (the “Bank”), as lessor thereunder, pursuant to which the Bank will lease and sell the Project to the District.

1.04. To finance the Project and certain costs related to the Project, the Bank has agreed to advance or make available funds in the amount of \$1,873,781 to be applied by the District, on behalf of the Bank, to acquire the Project. Under the terms of the Lease, lease payments (the “Lease Payments”) will be paid over the term specified in the Lease, which provide, in effect, for the repayment of the principal of the financing at an interest rate of 3.31 percent (3.31%) per annum.

Section 2. Lease Payments.

2.01. Lease Payments. The District shall make the Lease Payments on the dates and in the amounts required under the Lease. To provide money to make such payments, the District will include in its annual budget, for each fiscal year during the term of the Lease, money sufficient to pay and for the purpose of paying all Lease Payments, and will take all other actions necessary to provide money for the payment of the obligations of the District under the Lease from sources of the District lawfully available for such purpose.

2.02. Right of Non-Appropriation. The Lease will provide that the District may elect in any fiscal year to not appropriate funds for the next fiscal year to make the Lease Payments required under the terms of the Lease. The obligations of the District under the Lease shall not be general or moral obligations of the District or be payable from or charged upon any funds of the District other than the funds appropriated annually to the payment thereof. In the event of a non-appropriation of Lease Payments by the District in any fiscal year, the District will lose the right to operate the Project for the remaining term of the Lease.

Section 3. Tax Covenants.

3.01. Tax-Exempt Bonds. The District covenants and agrees with the Lessor that it will not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Lease to become subject to federal income taxation under the Internal Revenue Code of 1986, as

amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions.

3.02. Not Private Activity Bonds. The District further covenants not to use the Project, or cause or permit it to be used in such a manner as to cause the Lease to be a “private activity bond” within the meaning of Sections 103 and 141 to 150 of the Code.

3.03. Qualified Tax-Exempt Obligations. The District hereby designates the Lease as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code. In order to qualify the Lease as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code, the District makes the following factual statements and representations:

- (a) the Lease is not a “private activity bond” as defined in Section 141 of the Code;
- (b) the District designates the Lease as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which shall be issued by the District (and all subordinate entities of the District) during calendar year 2025 shall not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the District during calendar year 2025 shall be designated for purposes of Section 265(b)(3) of the Code.

Section 4. Approvals and Authorizations.

4.01. The Board approves and ratifies the selection of Kennedy & Graven, Chartered, as bond counsel (“Bond Counsel”) in connection with the Project. Bond Counsel is directed to review the Lease, any supplements thereto, and to prepare and/or review such other documents and certificates (collectively, the “Lease Documents”) necessary or appropriate to consummate the transaction. The Board finds and determines that execution of the Lease Documents and the District’s performance of its obligations thereunder are necessary and desirable and are in the best interests of the District.

4.02. The Superintendent is hereby authorized to execute and deliver the Lease Documents on behalf of the District. The Lease Documents may contain such necessary and appropriate variations, omissions, and insertions as the Superintendent shall determine to be necessary, and the execution thereof by the individual so authorized shall be conclusive evidence of such determination and approval of the Lease Documents by the Board.

4.03. District staff and officials are authorized to take all actions necessary to perform the District’s obligations under the Lease Documents as a whole including, without limitation, execution of any documents or certificates referenced in the Lease Documents and an Information Return for Tax-Exempt Governmental Obligations, Internal Revenue Service Form 8038-G.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon the following director voted in favor of the motion:

and the following voted against:

whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.
)
INDEPENDENT SCHOOL)
DISTRICT NO. 197)

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 197 (West St. Paul-Mendota Heights-Eagan), Dakota County, Minnesota (the “District”), hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the School Board of the District held on the date specified above, with the original minutes on file in my office and the extract is a full, true, and correct copy of the minutes, insofar as they relate to approving and authorizing a governmental lease-purchase agreement and any certificates and documents related thereto.

WITNESS My hand as such Clerk this ____ day of August, 2025.

Clerk of the School Board
Independent School District No. 197 (West St. Paul-
Mendota Heights-Eagan), Dakota County, Minnesota



1897 Delaware Avenue
Mendota Heights, MN 55118
P 651.403.7002 F 651.403.7010
www.isd197.org

MEMORANDUM

TO: School Board Members

FROM: Sarah Larsen, Board Chair

DATE: August 4, 2025

SUBJECT: FY 25-26 School Board Committee and Building Assignments

BACKGROUND:

The FY 25-26 School Board committee and building assignments will be discussed. Updated assignments are included in the following document.

RECOMMENDED RESOLUTION:

No resolution is needed.



School Board Assignments 2025-2026 School Year

**Meeting frequency is approximate, times and dates are subject to change * Updated July 2025*

Board Member	School Liaison*	Board Committee	Committee/Program Liaison	Other Assignments
Randi Walz	Somerset Two Rivers	Planning (3-4 times per year with time and dates TBD)	Curriculum Advisory Committee (CAC) 5 times 4:30-6:00pm Gifted & Talented Advisory Committee (GTAC) 5 times 6:30-8:00pm	
Marcus Hill	Moreland Two Rivers	Planning (3-4 times per year with time and dates TBD)	Equity Advisory	Association of Metropolitan School Districts (AMSD) 18 times/First Friday of the month/7:00-9:00am Board of Directors and last Friday of the month for Committees
Tim Aune	Mendota Two Rivers Early Learning	Results (3-4 times per year with time and dates TBD)	Early Learning Advisory Council (ELAC) 8 times 6:45-8:00pm – mostly virtual District Labor Management Committee 4 times 8:00-9:00am	
Sarah Larsen <i>Chair</i>	Garlough Two Rivers		Career & Technical Education (CTE) Advisory Committee 2 times per year (Nov and May) from 3:30- 5pm TriDistrict Community Education Advisory Council (CEAC) 6 times 4:15-5:30pm	
Byron Schwab <i>Treasurer</i>	Friendly Hills Two Rivers	Results (Chair) (3-4 times per year with time and dates TBD)	School Health Advisory Committee 3 times per year 3:30-5pm	Intermediate School District 917
Morgan Steele	Pilot Knob Two Rivers	Results (3-4 times per year with time and dates TBD)	Special Education Advisory Council (SEAC) 4 times 6:00-7:30pm	Minnesota State High School League (MSHSL) Varies
Jon Vaupel <i>Vice-Chair/Clerk</i>	Heritage Branch Out Two Rivers	Planning (Chair) (3-4 times per year with time and dates TBD)	Meet and Confer Normally meets 3-4 times per year in the later afternoon (3:45-4:45pm)	Parent Ambassador Network (PAN) Normally meets 2 nd Monday of each month from 8:30- 10:30am at various sites



1897 Delaware Avenue
Mendota Heights, MN 55118
P 651.403.7002 F 651.403.7010
www.isd197.org

MEMORANDUM

TO: School Board Members

FROM: Byron Schwab, Director

DATE: August 4, 2025

SUBJECT: Summary of FY 24-25 Superintendent Evaluation

BACKGROUND:

Per Minnesota state statute, a summary of the FY 24-25 Superintendent Evaluation will be provided at the meeting.

RECOMMENDED RESOLUTION:

No resolution is needed.