Work Session of the St. Anthony-New Brighton School Board
Tuesday, March 24, 2026 6:00 PM Central

MS/HS Media Center
3303 33rd Ave NE
Entry available at door #16
St. Anthony, MN 55418

Annie Bosmans:	Present
Laura Haas:	Present
Cassandra Palmer:	Present
PJ Striker:	Present
Daniel Turner:	Present

Present: 5.

1. Call to Order School Board Work Session
   Chair Palmer called the meeting to order at 6:00 p.m. on 3/24/2026. Staff in attendance: Superintendent Dr. Renee Corneille, Assistant Superintendent Hope Fagerland, Laura Haupt-Coleman. Laura Guerrero, Effective Instruction Lead, joined the meeting after it was in progress.
2. Approval of Agenda
   The recommended motion is to approve the March 24, 2026 agenda as presented. This motion, made by Annie Bosmans and seconded by Laura Haas, Carried.
   Annie Bosmans: Yea, Laura Haas: Yea, Cassandra Palmer: Yea, PJ Striker: Yea, Daniel Turner: Yea
   Yea: 5, Nay: 0
3. Approval of Consent Agenda
   The recommended motion is to approve the consent agenda as presented, including: minutes from the 3/03/26 meeting, personnel, and payment of bills. This motion, made by PJ Striker and seconded by Laura Haas, Carried.
   Annie Bosmans: Yea, Laura Haas: Yea, Cassandra Palmer: Yea, PJ Striker: Yea, Daniel Turner: Yea
   Yea: 5, Nay: 0
4. Action Items
   4.1. Donation
   The recommended motion is to approve the Resolution regarding the donation from the MN Vikings as presented. This motion, made by Annie Bosmans and seconded by PJ Striker, Carried.
   Annie Bosmans: Yea, Laura Haas: Yea, Cassandra Palmer: Yea, PJ Striker: Yea, Daniel Turner: Yea
   Yea: 5, Nay: 0
   RESOLUTION Accepting Donation to District
   WHEREAS, the School Board of Independent School District No. 282 adopted a resolution proposing the acceptance of a donation to the 2026 HS Girls' Flag Football program in the amount of $10,000.
   WHEREAS, the School Board may accept a gift, grant or devise of real or personal property with a value of $1,000 or more only by the adoption of a resolution approved by two-thirds of its members per ISD 282 policy 706.

BE IT HEREBY RESOLVED, by the School Board of Independent School District No. 282 that the district accepts said donation pursuant to Minn. Stat. §465.03.

4.2. Election of Clerk

The office of clerk nomination: Annie Bosmans
Nominated by: PJ Striker
Elected by acclamation

4.3. Principal Contract

The recommended motion is to approve the 2026-2029 principal contract as presented. This motion, made by PJ Striker and seconded by Annie Bosmans, Carried.
Annie Bosmans: Yea, Laura Haas: Yea, Cassandra Palmer: Yea, PJ Striker: Yea, Daniel Turner: Yea
Yea: 5, Nay: 0

4.4. Principal Finalists

4.4.a. Wilshire Park

The recommended motion is to approve the principal contract with Suzanne Moum as presented. This motion, made by Annie Bosmans and seconded by Laura Haas, Carried.
Annie Bosmans: Yea, Laura Haas: Yea, Cassandra Palmer: Yea, PJ Striker: Yea, Daniel Turner: Yea
Yea: 5, Nay: 0

4.4.b. St. Anthony Village High School

The recommended motion is to approve the principal contract with Dr. Joel Leer as presented. This motion, made by PJ Striker and seconded by Laura Haas, Carried.
Annie Bosmans: Yea, Laura Haas: Yea, Cassandra Palmer: Yea, PJ Striker: Yea, Daniel Turner: Yea
Yea: 5, Nay: 0

5. Discussion Items

5.1. Interim Superintendent

5.2. School Board Vacancy

5.2.a. Chair Palmer moved to amend the 3/24/26 agenda

The recommended motion is to amend the 3/24/26 agenda as presented to add a Resolution to Fill the school board vacancy by appointment. This motion, made by PJ Striker and seconded by Daniel Turner, Carried.
Annie Bosmans: Yea, Laura Haas: Yea, Cassandra Palmer: Yea, PJ Striker: Yea, Daniel Turner: Yea
Yea: 5, Nay: 0

5.2.b. Resolution filing School Board Vacancy by Appointment

RESOLUTION FILLING SCHOOL BOARD VACANCY BY APPOINTMENT
WHEREAS, a vacancy exists in the office of school board member with a term expiring the first Monday in January, 2028; and
NOW THEREFORE BE IT RESOLVED by the School Board of Independent School District No. 282, State of Minnesota, as follows:

Pursuant to Minnesota Statutes, Section 123B.09, Subd. 5b, Amy Kalar is hereby appointed to fill the vacancy and to serve until a successor is elected and qualified. The appointment shall be effective thirty (30) days after the adoption of this resolution unless a valid petition to reject the appointee is filed with the school district clerk pursuant to Minnesota Statutes, Section 123B.09, Subd. 5b(b) within that thirty (30) day time period.

5.3. Success Metrics

5.4. Budget Assumptions

5.5. 2nd Reading of Policy 515

6. Reports

6.1. ISD282 District, Program, and Building Report

6.2. Board Reports

7. Adjourn School Board Meeting

Chair Palmer adjourned the meeting at 8:11 p.m. on 3/24/2026.

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

SCHOOL BOARD CONSENT AGENDA
03/24/2026

PRESENTER(S): School Board Chair

1. Personnel

Hire(s)

Last Name	First Name	Position	School	Date Effective
Kraskey	Sydney	SpEd Paraprofessional	WP	03.05.2026
Coleman	Gregory	Van Driver	CS	03.09.2026
Hunter, IV	Charles	Biology Teacher	SAVHS	08.24.26
Thao	Eveeh	Health & Seminar Teacher	SAVHS	08.19.26
Paaske	Morgann	JV Softball Coach	SAVHS	03.13.26

Resignation/Separation(s)

Last Name	First Name	Position	School	Date Effective
Rehfuss	Beth	Science Teacher	SAVHS	02.25.2026
Hood	Laurel	School Board Member	District	03.05.2026
Wells	Taylor	Industrial Arts Teacher	SAMS	03.06.2026
Ware	A'Bryana	SpEd Para	SAVHS	03.27.2026
Kujawski	Amy	Middle School Principal	SAMS	06.30.2026

Leave Request(s)

Last Name	First Name	Position	School	Dates Effective
Sears	Emerson	College & Career Readiness	SAVHS	03.31.26-06.23.26
Peterson	Jeff	Fourth Grade Teacher	WP	08.24.26-06.05.27
Haugen	Jason	English	SAVHS	05.14.26-06.05.26
Bolger	Hannah	Fourth Grade Teacher	WP	08.24.26-06.05.27

2. Payment of Bills Checks Paid 2/27/2026

01- General Fund	$148,851.26
02- Food Service Fund	$29,923.57
03- Transportation Fund	$158,908.90
04- Community Serv Fund	$1,636.23
05- Capital Expenditure Fund	$9,293.24
08- Agency Fund	$500.00
09- Trust Fund	$321.79
25- Student Activities	$12,262.23

Total: $	$361,697.22

Payment of Bills Wires Paid February 2026

01- General Fund	$958,410.06
02- Food Service Fund	$14,642.79
03- Transportation Fund	$3,457.53
04- Community Serv Fund	$37,969.90
05- Capital Expenditure Fund	$49.40
20- Internal Service Fund	$9,690.71
Total: $	$1,024,220.39

3. Minutes - **Meeting Minutes of March 3, 2026 regular meeting session.**

SUBJECT TO BOARD APPROVAL

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

Listening Session + Regular Meeting of the St. Anthony-New Brighton School Board

Tuesday, March 3, 2026
St. Anthony Community Services (Council Chambers), Community Services, 3301 Silver Lake Road NE, St. Anthony , MN 55418
Listening Session 6:00pm
Regular Meeting 6:30pm
www.isd282.org/discover/school-board

Minutes

1. **Listening Session (6:00 pm)**
2. **Call to Order School Board Regular Meeting (6:30pm)**
   Discussion:
   Chair Palmer called the meeting to order at 6:30 pm on 3/3/26. Staff in Attendance: Superintendent Dr. Renee Corneille, Assistant Superintendent Hope Fagerland, Laura Haupt-Coleman, Jada Richard, Mick Waldspurger, Esq., Heidi Haagenson, Matt Menier, Laurel Anderson, Susan Brott, Wendy Webster, Amy Kujawski.

3. **Approval of Agenda**
   Action(s):
   The recommended motion is to approve the March 3, 2026 Regular meeting agenda as presented. This motion, made by Haas and seconded by Hood, Carried.
   Voting Detail:

Annie Bosmans:	Yea
Laura Haas:	Yea
Laurel Hood:	Yea
Cassandra Palmer:	Yea
PJ Striker:	Yea
Daniel Turner:	Yea

   Voting Summary: Yea: 6, Nay: 0
4. **Announcements and Recognition**
5. **Approval of Consent Agenda**
   Action(s):
   The recommended motion is to approve the consent agenda as presented, including: minutes from the February 17, 2026 meeting, personnel, and payment of bills. This motion, made by Striker and seconded by Bosmans, Carried.
   Voting Detail:

Annie Bosmans:	Yea
Laura Haas:	Yea

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

Laurel Hood: Yea
Cassandra Palmer: Yea
PJ Striker: Yea
Daniel Turner: Yea
Voting Summary: Yea: 6, Nay: 0

6. **Discussion Items**
   - 6.1. Title IX External Audit
   - 6.2. Update: Costa Rica Spanish Field Trip
   - 6.3. Update: Principal Hire
   - 6.4. Community Services report
   - 6.5. Principal contract
   - 6.6. Staffing: NonRenew/ULA
   - 6.7. Budget Model
   - 6.8. Board Vacancies
   - 6.9. Policy 515
7. **Board Reports**
   - 7.1. ISD282 Program and Building Report
   - 7.2. Board Reports
8. **Closed Session in compliance with Minnesota Statute section 13D.03, to consider labor negotiations.**
   Action(s):
   The recommended motion was to enter into closed session pursuant to Minnesota Statute section 13D.03, to consider labor negotiations. This motion, made by Striker and seconded by Haas, Carried.
   Voting Detail:
   Annie Bosmans: Yea
   Laura Haas: Yea
   Laurel Hood: Yea
   Cassandra Palmer: Yea
   PJ Striker: Yea
   Daniel Turner: Yea
   Voting Summary: Yea: 6, Nay: 0
   Discussion: Chair Palmer called closed session to order at 10:24 pm.
9. **Adjourn closed session**
   Discussion: Chair Palmer adjourned the closed session at 10:47 pm.
10. **Adjourn School Board Meeting**
    Discussion: Chair Palmer adjourned the regular session of the 3/3/26 meeting at 10:47 pm.

Approved by: School Board Clerk or Board Chair

Signature: _____ Date: _____

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

Title: Donation from MN Vikings

Meeting: March 24, 2026

RESOLUTION
Accepting Donation to District

WHEREAS, the School Board of Independent School District No. 282 adopted a resolution proposing the acceptance of a donation to the 2026 HS Girls' Flag Football program in the amount of $10,000.

WHEREAS, the School Board may accept a gift, grant or devise of real or personal property with a value of $1,000 or more only by the adoption of a resolution approved by two-thirds of its members per ISD 282 policy 706.

BE IT HEREBY RESOLVED, by the School Board of Independent School District No. 282 that the district accepts said donation pursuant to Minn. Stat. §465.03.

DISPOSITION BY BOARD OF EDUCATION

Motion by: **Seconded By:**

With a roll call vote, the motion carries_____.

APPROVED AT A MEETING OF THE SCHOOL BOARD thereof held on the _____

day of _____, 2026

INDEPENDENT SCHOOL DISTRICT 282 (ST. ANTHONY VILLAGE-NEW BRIGHTON)

By: _____ Title: _____

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

To: ISD 282 School Board

From: Superintendent, Renee Corneille

Date: March 24, 2026

Subject: Principal Contract Update

This past Fall of 2025, the ISD282 School Board instructed district administration to update the collectively bargained St. Anthony New Brighton Principal Contract. The school board wanted to ensure that the new contract would match the market to attract prospective Principal candidates to St. Anthony-New Brighton Schools.

As stated previously, one major shift in the proposed principal contract is the decision to officially incorporate Assistant Principals into this master contract. Historically, Assistant Principals were on individual one-off contracts. Under this unified agreement, we are fostering a more cohesive leadership team and providing clear, consistent professional standards across all levels of building administration.

Most importantly, this proposed contract directly responds to the Board's directive to ensure SANB's compensation is both competitive to ensure recruitment and retention. This contract represents a deliberate move toward a market-based salary increase. We have benchmarked these salaries to ensure that St. Anthony-New Brighton can attract and retain the high-caliber talent.

This agreement is a strategic investment in the future of our district. It provides the competitive edge necessary for our current hiring season while establishing a sustainable, market-grounded framework for our entire leadership team over the next three years.

District administration supports the approval of the updated 2026-2009 contract as presented.

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

Master Contract between School Board of Independent School District 282 and St. Anthony Village Principals' Association

Article I
Purpose of Agreement

This Agreement, entered into between the School Board of Independent School District 282 of St. Anthony and New Brighton, Minnesota (hereinafter referred to as the *School Board*) and the St. Anthony Village Principals' Association (hereinafter referred to as the *principals*) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the *PELRA*) to provide the terms and conditions of employment for principals during the term of this agreement. All terms used in the Agreement shall have those meanings as defined in the PELRA. The School Board, all employees covered by this Agreement, and all provisions of the Agreement are subject to the laws of the State of Minnesota, Federal laws, Rules and Regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement herein found to be in violation of any such laws, rules, regulations or orders shall be null and void and without force and effect.

ARTICLE II:
Definitions

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees, subject to the provisions of the PELRA.

Section 2. Principal: The term "principal" as used in this agreement shall refer to all employees covered by this Agreement as defined in the PELRA.

Section 3. Lead Principal: Shall mean the licensed administrator designated by the School District as the chief executive and instructional leader of a specific school building. The Lead Principal is responsible for:

- Providing the necessary leadership to accomplish the professional tasks of the principalship at the highest level, based upon a predetermined plan and district goals.
- Executing the leadership, supervision, and tasks as outlined in the principal's position description.
- Remaining on site during student and staff days and during any emergency, natural or unnatural, unless otherwise excused by the Superintendent.

Section 4. Assistant Principal: Shall mean a licensed administrator appointed to assist a Lead Principal in the leadership and management of a school building. The Assistant Principal is responsible for:

- Performing supervisory and administrative tasks as delegated by the Lead Principal or Superintendent to accomplish professional tasks at the highest level.
- Serving as the primary on-site administrator in the absence of the Lead Principal or as determined by the annual school district calendar.
- Fulfilling a duty year as defined by their individual contract (which may be 10, 11, or 12 months), providing the necessary leadership and supervision required by their specific position description.
- Adhering to the pro-rata leave, holiday, and benefit provisions of this Agreement based on the length of their assigned duty year.

Section 5. Duty Year Distinctions for:

- 12-Month Contracts (Lead Principals and 12-Month Assistant Principals): The contract for 12-month employees is defined as a twelve-month contract (261 days) with thirty (30) days of vacation and thirteen (13) holidays annually.
- 11-Month Contract (Middle School Assistant Principals): The contract for 11-month employees is defined as an eleven-month contract (August 1st to June 30th of the following year) with twenty-two (22) days of vacation and twelve (12) holidays annually.
- 10-Month Contract (Elementary Assistant Principal): The contract for 10-month employees is defined as a ten-month contract (August 15th to June 15th) with sixteen (16) days of vacation and thirteen (11) holidays annually.

Article III
Hours and Days of Service

Section 1. Contract Period This contract is for a term of three (3) years commencing July 1, 2026, and ending June 30, 2029.

Section 2. Duty Year

- Leadership Standard: The duty year shall consist of the time required to provide the necessary leadership to accomplish the professional tasks of the principalship at the highest level, based upon a predetermined plan and district goals.
- 12-Month Contracts (Lead Principals and 12-Month Assistant Principals): The contract for 12-month employees is defined as a twelve-month contract (261 days) with thirty (30) days vacation and thirteen (13) holidays annually.
- 10-Month and 11-Month Contracts (Assistant Principals): The contract for Assistant Principals assigned to 10-month or 11-month duty years shall be defined by their individual contracts as authorized by the School Board.
- Pro-Rata Benefits: Employees on 10-month or 11-month contracts shall receive a pro-rata share of vacation and holidays based on their assigned duty days compared to a full 261-day contract.
- Vacation Redemption: At the employee's option, up to five (5) vacation days may be redeemed for cash payment during each contract year, calculated at the daily rate of pay at that time.
- Individual Terms: The specific beginning and ending dates of an individual principal's contract may coincide with the Master Agreement period or may be different as specified in the individual's contract.

Section 3. Work Day The normal work day shall consist of the time required to provide the necessary leadership, supervision and tasks as outlined in the principal's position description. It is expected that the principal will be on site during student and staff days as determined by the annual school district calendar and during any emergency, natural or unnatural, unless otherwise excused by the Superintendent.

Section 4. Holidays Principals shall have the following (13 Thirteen) holidays based on their duty year:

Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King Day, or another day at the principal's discretion
President's Day
Good Friday
Memorial Day
Juneteenth - June 19th or when recognized

Section 5. Summer School Principals may attend summer school classes at a college or university in the Minneapolis-St. Paul metropolitan area upon application to and authorization by the Superintendent. Any individual attending classes under this policy will report to his/her office daily to give attention to duties during the part of the work day that his/her classes are not meeting.

Section 6. Consulting Leave *Lead* Principals may be absent from duty five (5) days during a full duty year, if necessary, to engage in consulting without loss in pay. Consulting leave is subject to the approval of the Superintendent of Schools.

Article IV
Leaves of Absence

Section 1. Sick Leave Sick leave shall be granted in the amount of 15 days per year for personal illness, or death in the immediate family, accumulative to 200 days subject to the following:

1. The Superintendent may require sick leave to be verified by a physician.
2. Immediate family is defined as father, mother, sister, brother, daughter, son, step children, wife, husband, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, or brother-in-law.
3. The amount of time granted due to a death in a principal's immediate family shall be determined at the discretion of the Superintendent.
4. Principals may share sick time with other principals (in their unit). They will work directly with the District Accountant to share days.

Section 2. Maternity or Child Rearing Leave The School Board will grant a maternity or child rearing leave to any principal who makes written application for such leave subject to the following:

Subdivision 1. The Principal shall submit a written application for leave to the School Board at least three (3) months prior to the desired start of the leave.

Subdivision 2. The leave shall begin at a date determined by the Superintendent in consultation with the principal and may be for a mutually agreed upon time, not to exceed 15 months. In determining the beginning date, if there is no mutual agreement, the

Superintendent shall take into account individual capacities and characteristics, the ability to perform specific duties of employment, efficiency, personal medical safety, willingness to continue work, and the educational program. The Superintendent may request the principal to furnish a statement from the principal's attending physician to help determine personal medical safety.

Subdivision 3. Prior to the expiration of the leave, the principal shall signify intent to return to duty in writing, the principal shall be reinstated to his/her original position or to a position of like status. In determining the actual date of return to duty, the Superintendent shall consult with the principal in an attempt to determine a mutually agreeable date of return. If there is no mutual agreement, the Superintendent shall establish the date of return after taking into consideration individual characteristics and capabilities, personal medical safety, willingness to return to work, and the educational program. The Superintendent may require that the principal furnish a medical certification indicating fitness for work before establishing the date of return to duty.

Subdivision 4. A principal will be granted one additional year of leave by submitting a written request no later than March 1 of the calendar year prior to the beginning of the school year for which the extended leave is requested. However, a principal requesting an additional school year of maternity leave shall not be allowed to return to duty during the term of that leave. It is the responsibility of the principal to file a letter of intent to return, to the original or a similar position, not later than January 1 of the school year of absence. The School Board is under no obligation to reinstate a principal who does not comply with the above requirements.

Subdivision 5. The continuing contract shall remain in effect and the principal shall retain all seniority and fringe benefits which had accrued prior to taking maternity or child rearing leave of absence.

Subdivision 6. This shall be a leave of absence without pay.

Section 3. Personal Leave Principals may be absent from duty three (3) days during a duty year, if necessary, to conduct personal business without loss in pay. Personal business is defined as a negotiation, transaction, hearing, consultation, marriage of the principal, or an event which is important to the welfare of the principal which can be conducted only during the day.

Personal leave is subject to the approval of the Superintendent. Before taking approved personal leave, the Superintendent shall be notified of the time and length of absence.

Section 4. Sabbatical Leave The purpose of sabbatical leave is to improve education in the district. A sabbatical leave is not to be regarded as an increased vacation, as an opportunity for increased financial advantage to the principal, or as due him/her because of length of service. Sabbatical leave is an investment of school district funds designed to increase the effectiveness of the faculty and/or administration. For a leave to be granted it must be properly shown that it is advantageous to the school district. The following criteria apply:

1. To be eligible for sabbatical leave, the principal must have been employed for six full years in Independent School District 282.
2. Not more than one principal may receive sabbatical leave at any one time.
3. The allowance granted to a principal on sabbatical leave shall be determined by the School Board and shall be at least 50% and not exceed 75%, the specific amount to be mutually agreeable between the School Board and the principal involved. The principal shall receive the same fringe benefits that are granted to full-time principals.

4. A principal who is granted a sabbatical leave must pledge to return to Independent School District 282 for three full school years following the termination of leave. If the principal's service is discontinued before the expiration of the three years for any reason other than his or her incapacity to work, the principal shall pay back to the district the pro-rata amount of the sabbatical allowance.
5. A principal shall receive credit on the salary schedule for a year of sabbatical leave.
6. The applicant must present an outline of objectives including activities and/or courses to be pursued and, if travel is part of the program, an outline of the countries and/or areas to be visited. The plan for fulfilling the objectives outlined should be in sufficient detail so that the Board can appropriately evaluate the request. A calendar covering the projected activities for the year must be included with the request.
7. The Superintendent will evaluate and report to the School Board how the objectives and plans of the applicant may be expected to contribute to the applicant's value to the district.
8. Upon returning from a sabbatical leave and before the end of his/her first quarter back at work, the principal shall present to the Superintendent for transmission to the Board a report of his/her activities while on leave. This report should describe all of the important activities of the principal and wherever possible relate these activities to his or her role. Judgment regarding the benefits obtained from the sabbatical should be included in the report.
9. Applications must be made before January 1 for a sabbatical anticipated to commence in August of that same year.

Section 5. Leaves of Absence Without Pay A leave of absence without pay for up to 12 calendar months may be granted to a principal upon written application and subject to the approval of the School Board for the purpose of furthering a principal's education, campaigning for or running for public office, holding public office (for the term of the office) or for other extenuating circumstances.

1. Upon return from such leave, a principal shall advance on the Salary Schedule in accordance with the provisions of Article V, Section 1.
2. The individual contract shall remain in effect and the principal shall retain all fringe benefits which had accrued prior to taking the leave of absence without pay.
3. Requests for an unpaid leave of absence shall be made in writing no later than one hundred twenty (120) calendar days prior to the commencement of the leave with the exception of requests for extenuating personal circumstances.
4. A leave of absence without pay may be extended for an additional period, not to exceed twelve (12) calendar months, at the sole discretion of the School Board.
5. Principals granted a leave under the provisions of this Article will be allowed to continue their health protection coverage at their own expense for the duration of the leave.

Section 6. Unpaid Extended Leave of Absence

1. The School Board may grant an extended leave of absence without salary to any full-time principal who has been employed by the district for at least five (5) years and meets one of the following requirements:
    a. Has at least ten (10) years of allowable service as defined in MN Stat (1978) 354.05, Subd. 13, or,
    b. Has at least ten (10) years of full-time service in MN public elementary, secondary and area vocational-technical schools.
2. The maximum duration of the extended leave of absence shall be established by mutual agreement of the board and the principal and shall be at least three (3) years, but no more than five (5) years.
3. An extended leave of absence may be granted only once.

4. Upon expiration of the extended leave of absence, the principal shall have the right to be reinstated to a position for which the principal is licensed at the beginning of any school year which immediately follows the termination of the extended leave of absence, unless the principal is placed on unrequested leave of absence, or has the principal's contract terminated for cause while the principal is on extended leave.
5. To preserve reinstatement rights the principal must, before February 1 in the school year preceding the school year in which the principal wishes to return, advise the school board of the principal's intention to return.
6. A principal who is reinstated after an extended leave of absence pursuant to this section shall retain seniority and continuing contract rights except that the principal shall have no right of reinstatement to any particular position nor will the year spent on the extended leave of absence be considered in calculating the principal's salary upon his/her return to a position in the district.
7. The school board shall not be obligated to reinstate a principal who has taken a full-time or part-time position as a principal in another Minnesota school district while he/she is on an extended leave of absence pursuant to this article.
8. Principals electing to take an unpaid extended leave of absence may elect to continue to participate in the hospital/medical insurance program established by this agreement. Principals electing to participate shall pay the full monthly premium cost of the coverage for which the principal is eligible and enrolled.

Section 7. Bereavement Leave Upon advance notice and arrangement with the office of the Superintendent, up to five days paid leave, non cumulative, may be used by a principal for the attendance at or arrangement of the funeral of a principal's spouse, child, parent, dependents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, significant other, parents of significant other, children of significant other, or brother or sister of significant other. Up to three days leave, non cumulative, may be used by a principal for attendance at or arrangement of the funeral of a principals' grandparent, grandchild, spouse's grandparent, significant other's grandparents, or aunt or uncle. One day of leave, non-cumulative, deducted from sick leave, may be used by a principal for attendance at or arrangement of the funeral of another family member or friend. Leave may be granted at the Superintendent's discretion for other circumstances.

Section 8. Other Leave Any time off that exceeds allocated leave may be deducted from the principal's salary on a pro-rata basis or granted compensatory time. The dates designated as compensatory time shall be approved by the superintendent prior to their use for work for application toward time off from work.

Article V
Compensation

Section 1. Salary Schedule

Assistant Principals:

	2026-27	2027-28	2028-29
Assistant Elementary Principal (10 months)	$108,100	$110,275	$112,500
Assistant Middle School Principal (11 months)	$118,000	$120,500	$123,000
Assistant High School Principal (12 months)	$127,000	$129,540	$132,131

Lead Principals

Position	2026-2027				
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Elementary Principal	$136,313	$141,651	$146,715	$154,051	$160,213
Middle School Principal	$140,583	$146,271	$152,295	$158,387	$164,722
High School Principal	$146,572	$152,340	$157,758	$164,857	$170,627
	2027-2028				
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Elementary Principal	$139,039	$144,484	$149,650	$157,132	$163,418
Middle School Principal	$143,395	$149,196	$155,341	$161,555	$168,017
High School Principal	$149,504	$155,387	$160,913	$168,155	$174,040
	2028-2029				
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Elementary Principal	$141,820	$147,374	$152,643	$160,275	$166,686
Middle School Principal	$146,263	$152,180	$158,448	$164,786	$171,377
High School Principal	$152,494	$158,495	$164,132	$171,518	$177,521

Section 2. Stipend for Doctorate An additional stipend $2,774 will be paid for an earned Doctorate Degree.

Section 3. Longevity: Principals shall receive additional annual stipend after they have completed the indicated number of years of service as an administrator, with at least five of those years in the St. Anthony New Brighton School District as listed below:

Years of Service	Lead Principal	Assistant Principals
After 5 years of service:	$3,000	$1,500
After 10 years of service:	$4,000	$3,000
After 15 years of service:	$5,000	$3,500
After 20 years of service:	$6,000	$4,000

Section 6. Schedule of Payments

Subdivision 1. Payments shall be made on the 15th day of the month or the last school day prior to the 15th, and on the last day of the month.

Subdivision 2. Payments of salary shall be at the rate of 1/24 of the salary cited in the Master Agreement per each month of the period covered by the Master Agreement and the individual's contract. The principal's individual contract, depending on the beginning and ending dates of this contract, may coincide with the Master Agreement period or may be different from the Master Agreement period.

Section 8. Professional Dues The annual membership dues for one national (NAESP, NASSP), one state (MESPA, MASSP) professional association and one divisional dues shall be paid by the school district for each principal.

Section 9. Car Allowance

When the Principal uses a personal automobile in the performance of assigned duties for travel in or out of the metropolitan area, she shall be reimbursed at the Internal Revenue Service allowable rate pursuant to M.S. 471.665, Subd. 1.

Section 10. Professional Development Each full-time principal shall receive an annual budget allocation of $2,000 for the principal's personal professional development plan. This plan will be agreed upon each year with the Superintendent as part of the principal's personal goal and growth plan.

Article VI
Insurance and Severance

Section 1. Life Insurance A life insurance policy with the addition of double indemnity for accidental death for each employee will be provided by the school district. The amount of life insurance shall be twice the annual salary.

Section 2. Legal Liability Legal liability insurance covering the defense, settlement and supplementary payments resulting from civil suit against the principal as a result of the performance of his/her duties shall be provided. The limit of the policy is $1,000,000 per occurrence and is $1,000 deductible.

Section 3. Income Protection- *Long Term Disability* Income protection will be provided by the school district. There shall be a waiting period of ninety consecutive calendar days from the start of illness before benefits will begin. Benefits will be 66-2/3% of the principal's gross annual salary with a $5,000 per month maximum payment.

In the event that a single illness occurs which completely deplete a principal's accumulated sick leave prior to the completion of the 90 day waiting period described above, the school district will pay full salary after depletion of such sick leave accumulation up to the date above described income protection begins.

Section 4. Hospitalization For the life of the contract, a hospitalization plan with surgical, major medical, and clinical coverage will be provided. Hospitalization plan premiums will follow Article X, Section C of the teachers' contract.

Subdivision 2. Beginning July 1, 2005, the District shall offer a high-deductible health insurance plan coupled with a VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District:

Single Coverage: The School District shall contribute according to Article X, Section C of the teachers' contract. In addition, the School District will make a $550 annual contribution to the employee's VEBA Account.
Dependent Coverage: The School District shall contribute according to Article X, Section C of the teachers' contract. In addition, the School District will make a $1,100 annual contribution to the employee's VEBA Account.
Timing of Deposits: VEBA deposits will be made twice annually. Deposits will be made once on October 1st or the next business day if a weekend and on February 1st or next business day if a weekend.

a) Administrative Costs: The School District shall contribute up to $4.00 per account per month toward the cost of administering active employees' VEBA accounts.

Section 5. Dental Insurance A family dental insurance plan will be provided with the school district paying 90% of the cost of single coverage or family coverage, based on the coverage selected by the principal. Any rate increase or decrease occurring during this contract period will be shared equally between the School Board and eligible employees.

Section 6. Tax Sheltered Annuity Principals may participate in a district matching annuity program as provided for in M.S. 356.24. If the principal elects to participate, the principal must notify the school district by October 1st of the school year of participation. After the principal initially elects to participate in the district matching funds program, the principal may change the contribution amount once per year. For Lead Principals the annual district matching contribution will not exceed $6,000. The maximum career district matching contribution is $34,000. For Assistant Principals the annual district matching

contribution will not exceed $4,000 The maximum career district matching contribution is $34,000.

Section 7. Severance

7.1 Health/Medical Insurance Upon retirement a principal shall have the option to participate in the group health and hospitalization insurance. For those principals electing to participate, the district will pay according to Article XV, C-1 of the SAVEA contract, up to a maximum of seven (7) years or until reaching Medicare eligibility, whichever occurs first, according to the following formula:

a. Three years of health insurance will be granted upon retirement.
b. Two years of health insurance will be granted upon retirement if the principal has accumulated a minimum of 150 unused sick days.
c. One year of health insurance will be granted upon retirement if the principal has 10 years of service in the district or two years of insurance will be granted if the principal has 15 years of service in the district.

Retirees may elect to continue to participate in the group life insurance program for up to 18 months following retirement, at their own expense**.**

Participation by an eligible part-time principal in the insurance plans is voluntary. Principals who choose not to participate shall receive no additional compensation. Further, the parties agree that the school district is only obligated to allow part-time principals to participate in the school district insurance programs on a pro-rata basis, and if such principals are ineligible to participate under the terms of any of the existing insurance contracts, the school district shall have no further responsibility.

Article VII
Termination of Employment Due to Discontinuance of Position

Section 1: Seniority Date Principal seniority shall be based upon continuous and unbroken employment with the Employer from the most recent date of service as a principal within the principals' unit including periods on authorized leave of absence. Each employee employed under individual written contract pursuant to M.S. 122a.40 in a position for which a principal's certificate is required by the state of Minnesota will be assigned a principal seniority date" based upon the first day of actual service for the Employer pursuant to such individual contract. Each principal will also be assigned a "district seniority date," which shall be determined according to the same standards applied to the establishment of seniority dates for teachers under the master contract between the Employer and the exclusive representative of teachers. The original seniority dates shall be retained by any principal whose employment has been legally terminated by resignation or termination pursuant to M.S. 122a. 40, but whose employment was subsequently reinstated by the Employer without actual interruption of regular service.

Section 2: Principals' Seniority List For purposes of this article there shall be administrative levels based on areas of principal certification. The employer shall prepare from its records a Principal Seniority List, in order of principal's seniority date, which shall contain the principal's seniority date, name, district employment experience area(s) of certification and district seniority date for each employee. The Employer will post the Principal Seniority List at the District Office on or before November 15 of each year and will provide copies of the list for members of the list. Any principal may challenge the correctness of the information contained

in the posted Principal Seniority List by filing a grievance within 15 duty days from the date of the posting.

Section 3: Unrequested Leave of Absence The Employer may place principals on unrequested leave of absence for the reasons authorized by M.S. 122a.40, Subd. 10. The principal lowest on the applicable seniority list with appropriate licensure shall be the first principal placed on unrequested leave of absence. Among principals whose positions on the seniority list is tied, the Employer shall select the principal to be placed on unrequested leave of absence, based upon criteria including, but not limited to, performance, training, experience and skills in special assignments.

Section 4: Bumping Rights Any employee placed on unrequested leave of absence who has a currently valid certificate from the State of Minnesota and is properly licensed may elect to displace any principal who is lower on the Principal Seniority List. Any principal who has no further bumping rights to any principal position may elect to displace any teacher with a more recent district seniority date who is employed in a position for which both are certified by the State of Minnesota. Bumping rights may only be exercised by written notice within 7 duty days from the date of receipt of notice of placement on unrequested leave of absence.

Section 5: Rights under Reassignment Principals who accept reassignment to a non-administrative position shall retain their right to reinstatement to a principal position in the event of vacancy or creation of a new position in the inverse order of reassignment, but only if no principal is then on unrequested leave. The right of reinstatement conferred in this section shall continue for a period of twenty-four months from the date of reassignment or for a period as provided by MN statue, whichever is greater.

Section 6: Realignment Nothing in this Article, for purposes of placement on unrequested leave of absence or recall therefrom, shall require the School District to reassign a senior principal to a different school to accommodate the seniority claim of a junior principal; nor shall it require the School District to assign a senior principal to a substantially different assignment.

Section 7: Termination of Reinstatement Rights Reinstatement rights will cease five years from the date the unrequested leave of absence was commenced. No further rights to reinstatement shall exist unless extended by mutual written consent with each qualified principal.

Article VIII
Grievance Procedures

Section 1. Grievance Definition A "grievance" is hereby defined to mean a dispute or disagreement as to the interpretation of application of any term or terms of this Agreement.

Section 2. Representation The principal, Principals' Association, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on his/her/their behalf.

Section 3. Definitions and Interpretations

Subdivision 1. Time Limits: All time limits herein shall consist of school days except that when a grievance is submitted on or after June 1, time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process. Failure to appeal a grievance from one

level to another within the time periods hereafter provided shall constitute a waiver of the grievance except in the case where an employee is removed from his/her immediate assignment; e.g., leave of absence, sabbatical leave, or summer vacation in which case due allowance shall be granted for written correspondence if necessary. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved principal or principals shall permit the aggrieved to proceed to the next step.

Subdivision 2. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subdivision 3. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subdivision 4. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subdivision 5. Filing and Postmark: The filing or service of any notice or document shall be timely if it bears a postmark of the United States mail within the time period.

Section 4. Adjustment of a Grievance

Subdivision 1. Level one: The aggrieved shall meet on an informal basis with her or her immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the principal, through the use of reasonable diligence, should have knowledge of the occurrence that gave rise to the grievance.

Subdivision 2. Level two: If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing and served upon the immediate supervisor. Service must be made within fifteen (15) days of the last informal meeting. The immediate supervisor shall meet with the aggrieved within seven (7) days after receipt of the written grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties.

Subdivision 3. Level three: This level is applicable only to the associate principal. All others use level four as the next step in the adjustment process. If the grievance is not resolved within fifteen (15) days of the first level two meeting, the grievance may be reduced in writing and served upon the Superintendent. The Superintendent shall meet with the aggrieved within seven (7) days after receipt of the written grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties.

Subdivision 4. Level four: If no agreement is reached within fifteen (15) days of the first meeting of the previous level, the aggrieved may serve a proper notification of the unresolved grievance on the Chairman and Clerk of the School Board. The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested. The School Board shall meet with the aggrieved within ten (10) days after receiving notice of the grievance. If a resolution of the grievance results, the terms of that resolution shall be

written on or attached to the grievance and shall be signed by all parties. If the parties are unable to reach agreement within ten (10) days after the first level four meeting, either party may request arbitration by serving a written notice described in Section of this Article.

Subdivision 5. School Board Review: The School Board reserves the right to review any decision issued under any level of this procedure provided the School Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 5. Arbitration Procedures In the event that the principal and the School Board are unable to resolve the grievance, the grievance may be submitted to arbitration as defined herein:

Subdivision 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten days following the decision in level four of the grievance.

Subdivision 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subdivision 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. 197.70, Subd. 4, providing such a request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subdivision 4. Submission of Grievance Information:

a. Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. the issues involved,
2. statement of the facts,
3. position of the grievant,
4. the written documents relating to Section 6 of this Article.

b. The School Board shall make a similar submission of information relating to the grievance within five days after notice of appointment and with a copy to the aggrieved.

Subdivision 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a de novo.

Subdivision 6. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her

shall be final and binding upon the parties, subject however, to the limitation of arbitration decisions as provided in the PELRA.

Subdivision 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subdivision 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion of policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school board to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operation.

Subdivision 9. No reprisals of any kind will be taken by the School Board or the school administration against any principal because of his/her participation in the grievance procedure.

Article IV
Duration

Section 1. Terms and Reopening Negotiations This Agreement shall remain, unless otherwise stated within this Agreement, in full force and effect for a period commencing on July 1, 2026, through June 30, 2029, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing July 1, 2026, it shall give written notice of such intent no later than May 1, 2026. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

The contract will be in effect from July 1, 2026 through June 30, 2029.

Section 2. Effect This Agreement constitutes the full and complete Agreement among the School Board and the exclusive representative representing the principals of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality Any matters relating to the current contract terms, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability The provisions of the Agreement shall be severable if any provision thereof or the application of any such provisions under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

Article X
Agreement Signatures

In witness whereof**,** the parties have executed this Agreement as follows:

FOR:
ST. ANTHONY VILLAGE PRINCIPALS' ASSOCIATION

_____
Negotiator

_____
Negotiator

_____
Negotiator

Dated this _____ day of _____, 2026.

FOR:
INDEPENDENT SCHOOL DISTRICT 282

_____
Negotiator

_____
Chair

_____
Clerk

Dated this __ day of _____, 2026.

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

FOR IMMEDIATE RELEASE
Thursday, March 19, 2026

District Announces Principal Appointments for St. Anthony Village High School and Wilshire Park Elementary

St. Anthony Village, MN — St. Anthony–New Brighton Schools (ISD 282) is pleased to announce the appointment of two experienced and highly regarded school leaders who will serve as principals beginning in the 2026–2027 school year. Dr. Joel Leer has been selected to lead St. Anthony Village High School (SAVHS), and Suzanne Moum has been selected to lead Wilshire Park Elementary School.

According to Superintendent Renee Corneille, the selections reflect the district's priorities and the input of its school communities, with both leaders demonstrating strong instructional leadership, visible and relational leadership, and a deep commitment to student success. She noted that the district "intentionally used a comprehensive, community-informed process to identify candidate profiles, interview, and select the finalists," and expressed confidence that the SANB community can feel assured in both the process and the outcome as the district welcomes two outstanding principals to lead its schools into the next chapter.



Dr. Joel Leer — St. Anthony Village High School

Dr. Joel Leer brings more than 25 years of experience in public education, including 16 years as a high school principal, as well as experience as an assistant principal, teacher, and university faculty member preparing future school leaders. He holds a Ph.D. in Organizational Leadership from the University of Minnesota and has contributed to research and professional learning focused on equity and student access to advanced coursework.

He previously served as interim principal at St. Anthony Village High School in spring 2025, where he built strong relationships with students, staff, and families and developed a deep understanding of the school community. Throughout the selection process, Dr. Leer was recognized as "a veteran leader who brings a high degree of experience" and someone who has already "earned the trust of the staff" and understands the complexities of the building.

Dr. Leer described SAVHS as “a special place with a small-town feel and strong sense of community,” adding that returning to the school “feels in many ways like coming home.” He emphasized that his leadership will be grounded in relationships, with a focus on building a strong sense of belonging, trust, and connection for students and staff.

He also described this moment as an opportunity to build forward together, calling it “a bit of a reset—a blank slate grounded in what makes this a special place,” and noting that his approach will center on listening, strengthening relationships, and ensuring every member of the school community feels supported.

Dr. Leer’s selection provides continuity for the high school while positioning SAVHS for continued growth and stability.



Ms. Suzanne Moum — Wilshire Park Elementary School

Suzanne Moum brings nearly two decades of experience in education, including five years as an elementary principal leading school improvement, district and state-level curriculum work, and system-wide change. Her background spans high school teaching, middle school leadership, and district-level work, providing a comprehensive K–12 perspective on student learning and development.

A James Madison Fellow, Ms. Moum brings a leadership approach grounded in thoughtful decision-making, civic responsibility, and a commitment to inclusive practices that support every student.

As principal of Crest Hill Elementary in Casper, Wyoming, she led a successful school turnaround, moving the school from “not meeting” to “meeting” state expectations while building sustainable systems in literacy, intervention, and instructional practice. She is recognized for her expertise in Multi-Tiered Systems of Support (MTSS), inclusive programming, and developing strong, consistent systems that support both students and staff.

Throughout the selection process, Ms. Moum was recognized as a highly organized and experienced leader with a proven track record, including measurable improvements in student behavior and academic outcomes.

Ms. Moum described St. Anthony–New Brighton Schools as “a true village community—a small, connected place where people are all in for the schools and focused on what is best for kids,” and highlighted the district’s commitment to supporting every student and creating “joyful learning environments where each child’s brilliance can shine.” She emphasized the importance of honoring Wilshire Park’s strong foundation while continuing to grow, and noted that her leadership will center on collaboration—working alongside teachers and drawing on their expertise to support students.

Ms. Moum's selection reflects the district's commitment to strong elementary leadership and continued investment in student success.

About the Selection Process

The principal hiring process was designed to be structured, fair, and community-informed. Input from students, staff, families, and community members helped define leadership priorities for each school, which were then used to guide candidate screening, interviews, and final decision-making.

Candidates advanced through a multi-step process that included independent screening using standardized criteria, multiple rounds of interviews with staff, leadership, and community panels, and structured feedback aligned to school-specific leadership profiles. Finalists participated in additional interviews and reference checks, with decisions based on consistent alignment across all data points.

School Board members also met with the Superintendent to review the process, data, and decision-making approach, supporting transparency and ensuring a shared understanding of how final selections were made.

To learn more about the comprehensive hiring process, view the process overview and infographic.

👉 *Principal Hiring Process Overview*

Next Steps

The School Board will formally acknowledge the principal appointments as part of its regular governance process at its March 24 meeting, where the principals-elect will also be present and recognized.

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St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

2026 Principal Hiring Process Overview

St. Anthony–New Brighton Schools is committed to hiring school leaders through a structured, transparent, and community-informed process. The selection of the Wilshire Park Elementary and St. Anthony Village High School principals followed a multi-step approach designed to ensure fairness, reduce bias, and reflect the priorities of our school communities.

Grounded in Community Input

The process began with input from students, staff, families, and community members. This feedback was used to develop Principal Profiles for each school, identifying the leadership qualities most important to each community.

These profiles were not advisory. They were used as the foundation for screening, interviews, and final decision-making.

Step 1: Structured Candidate Screening

Approximately 25–30 applicants were reviewed for each position through a standardized screening process.

- A trained screening team, including an external HR expert and district leaders, evaluated all candidates
- Each application was scored using a rubric aligned to the Principal Profiles
- Criteria included:
    - Leadership experience
    - Instructional leadership and equity practices
    - Communication and written expression
    - Operational effectiveness

To maintain objectivity, this step was conducted independently of the Superintendent.

Only candidates who demonstrated strong, consistent alignment across categories advanced to interviews.

Step 2: Multi-Layered Interviews and Feedback

Candidates who advanced participated in multiple rounds of interviews and evaluations, including:

- Building staff interview teams
- District leadership panels

- Community stakeholder panels
- Candidate presentations and written responses

Each participant provided structured feedback aligned to the Principal Profiles.

This approach ensured that input was gathered from a wide range of perspectives—not a single group or individual.

Step 3: Data Review and Finalist Selection

All feedback from screening and interviews was compiled and analyzed collectively.

- Candidate strengths and alignment were evaluated across all data points
- Feedback was compared directly to the Principal Profiles
- Patterns of consistency—not isolated opinions—guided advancement

No single person selected the finalists. Finalists emerged through a consistent pattern of strong alignment across multiple data sources.

Step 4: Final Interviews and Reference Checks

Finalists participated in interviews with:

- Superintendent
- Assistant Superintendent
- Peer principal

In addition, comprehensive reference checks were conducted to validate each candidate's leadership experience, communication style, and effectiveness.

Once selected, School Board members met with the Superintendent to review the process, data, and decision-making approach to ensure transparency and understanding.

Step 5: Final Decision

Final decisions were made based on:

- Demonstrated alignment with stakeholder-defined priorities
- Depth of leadership experience
- Consistency of feedback across all stages
- Ability to meet the specific needs of each school community

As reflected in the process, decisions were data-informed and team-based, not based on any one perspective.

Role of the School Board

The School Board plays an important governance role in the district, including:

- Setting district priorities
- Hiring and evaluating the Superintendent

The hiring of school principals is an administrative responsibility, carried out through established district processes designed to ensure fairness, consistency, and alignment with community input.

Given the unique circumstances of the district's current situation, School Board members met with the Superintendent to review the hiring process, including the data, evaluation criteria, and overall decision-making approach. This step supported transparency and ensured Board members had a clear understanding of how final selections were made.

Commitment to Transparency

We recognize that leadership decisions are important to our community, and that individuals may have differing perspectives.

This process was intentionally designed to:

- Include a broad range of voices
- Apply consistent, objective criteria
- Ensure all candidates were evaluated fairly

While not every individual preference can be reflected in the final outcome, every voice contributed to the process that shaped these decisions.

Frequently Asked Questions

- *Was community input used?*
  Yes. Community feedback directly shaped the Principal Profiles, which were used throughout the entire process.

- *Who made the final decision?*
  The decision was made through a team-based administrative process informed by data collected across all stages.

- *Why weren't all candidates advanced?*
  Candidates were evaluated using a standardized rubric aligned to community priorities. Only those meeting the highest levels of alignment advanced.

- *Was the process fair and consistent?*
  Yes. Every candidate was evaluated using the same criteria, scoring tools, and process.

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

A Rigorous, Community-Informed Process for Selecting School Leaders

1 Community-Informed Profiles

Input from students, staff, families, and community shaped leadership priorities used throughout the process.

2 Structured Candidate Screening

25–30 applicants reviewed using a standardized rubric aligned to community priorities. Conducted independently to reduce bias

.

3 Multi-Layered Interviews

Candidates participated in interviews with staff, leadership, and community panels, including presentations and written responses.

4 Data-Based Decision-Making

All feedback was compiled and analyzed. Finalists emerged based on consistent alignment across all data points, not individual opinions

5 Final Interviews & References

Finalists interviewed with district leadership and underwent comprehensive reference checks

6 Final Selection

Decisions based on alignment with community priorities, leadership experience, and consistency of feedback..

OUR COMMITMENT

A fair, transparent, and community-informed process where every voice contributes.

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

To:	ISD 282 School Board Members
From:	School Board Chair: Dr. Cassandra Palmer
Date:	March 24, 2026
Subject:	School Board Vacancy

Summary

Due to Laurel Hood's announcement of her plan to move outside the district boundaries - a vacancy has occurred on the ISD282 School Board. Since the resigning member has less than two years remaining on her term, Minnesota law requires the Board to fill the position by appointment for the remainder of the unexpired term. A special election is not required.

Technical Legal Requirements

Per Minn. Stat. 123B.09 and MSBA guidance, the Board must adhere to the following:

- **Mandatory Filling:** The Board decided to fill the position; since it cannot operate with one less member until the next election unless the vacancy occurs within 90 days of the term expiring.
- **Method of Appointment:** The Board selected to engage in a formal application process.
- **The 30-Day Rule:** Once the Board passes a resolution to appoint a new member, the appointment does not become effective for 30 days. This statutory waiting period allows the public to petition against the appointment.
- **Oath of Office:** The appointee will then sign a notarized Acceptance of Office and Oath of Office during that 30-day window. A ceremonial public oath may be taken at their first meeting.

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

Board Vacancy Appointment Timeline

Action Item	Legal/Procedural Milestone	Proposed Date
Official Vacancy Date	Board member's last meeting (March 3); Board formally declares vacancy.	March 4
Application Launch	Post fillable application and rubric on district website.	March 5
Community Outreach	Advertise vacancy to district families and local media.	March 5 – March 18
Application Deadline	Applications close and become public data.	March 20 (at 4:00 PM)
Internal Review	Board members individually review and rank candidates.	March 20 – March 24
Appointment Vote	Regular Meeting: Board passes resolution to fill vacancy.	March 24
Statutory Waiting Period	30-day period for public petition; appointee signs legal oath.	March 25 – April 24
New Member Seated	The new member takes a ceremonial oath and begins service.	May 5 (Next Regular Mtg)

Application Launch:

The following content reflects the formal application published on the district website to invite community interest in the current School Board vacancy.

Members of the Board were requested to evaluate all submitted applications based on the established criteria and scoring rubric. These standards emphasize the distinctive role of board governance and the values central to the St. Anthony New Brighton School District.

At the March 24 regular meeting, Board members will participate in a collective discussion following their independent evaluation of each candidate. Upon completion of the scoring and deliberation process, the Board will act to formally appoint a new member by resolution.

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

2026 School Board Vacancy Application

Thank you for your interest in serving on the St. Anthony–New Brighton School Board. Board service is both an honor and a significant responsibility to students, staff, families, and the broader community. We appreciate your willingness to contribute your time, expertise, and leadership in support of ISD 282.

Background

This application is for appointment to fill a vacancy on the St. Anthony–New Brighton School Board following the resignation of Laurel Hood. The individual appointed will serve the remainder of the term, which expires on December 31, 2027.

The Board anticipates making the appointment by the end of March 2026. In accordance with Minnesota statute, the appointed board member assumes office 30 days after the date of appointment, with service expected to begin in early May 2026.

Application Deadline:

Applications must be received no later than 4:00 p.m. on Friday, March 20, 2026, to be considered.

School Board Member Eligibility Requirements

To be eligible for appointment to the St. Anthony–New Brighton School Board, an applicant must:

- Be an eligible voter in the State of Minnesota
- Be at least 21 years of age
- Have been a resident of the school district for at least 30 days prior to appointment
- Not be under a guardianship in which the court order revokes the right to vote
- Not have been found by a court to be legally incompetent

In addition to statutory requirements, effective school board members demonstrate:

- Commitment to student success and public education
- Understanding of governance versus management roles
- Ability to make decisions in the best interest of the entire district
- Respect for diverse perspectives and collaborative decision-making
- Willingness to devote time to meetings, preparation, and community engagement

Purpose

The purpose of this application is to provide all interested candidates with a consistent and equitable opportunity to share their qualifications, perspectives, and readiness for board service.

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

The questions that follow are designed to assess alignment with the core responsibilities of school board governance, including strategic leadership, fiduciary oversight, community representation, and commitment to equitable student outcomes.

Each question corresponds to key competencies necessary for effective board service. Responses will help the Board evaluate candidates in a transparent and structured manner.

Application Review Process

All completed applications will be reviewed by the full School Board.

Board members will independently score applications using a standardized rubric aligned to the categories and point values outlined below. After individual scoring, the Board will meet to discuss results and determine next steps in the appointment process.

This structured evaluation process ensures:

- Fairness and consistency across all applicants
- Alignment with governance best practices
- A focus on student-centered and vision-aligned decision-making

Evaluation Criteria

Applications will be evaluated across the following categories:

Criteria	Weight
Motivation to Serve – dedication to board service and commitment to the full ISD 282 community.	10 Points
Background & Experience Serving Others – leadership experience, community service, governance exposure, and ability to work effectively in diverse settings.	15 Points
Governance Knowledge & Board Conduct – understanding of the board's policymaking and oversight role, distinction from administration, and ability to navigate disagreement with professionalism and integrity.	30 Points
Vision for Public Education – clarity of vision regarding the purpose of public education and the board's role in advancing that vision locally.	15 Points
Alignment with ISD 282 Vision – ability to contribute meaningfully to the district's mission, strategic priorities, and long-term goals.	20 Points
Educational Equity Understanding – understanding of educational equity and commitment to advancing equitable outcomes for all students.	10 Points

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

APPLICATION

Please respond to each question below. Applications are due by Friday, March 20, 2026.

I. Motivation to Serve

Why would you like to serve on the St. Anthony–New Brighton School Board?

II. Background & Experience Serving Others

Describe your background and experiences in serving others, including involvement in community service, education, and board or leadership roles. Share any experience working in innovative or diverse settings. How would these experiences help you to be effective as a school board member?

III. Governance Knowledge & Board Conduct

A. What is the role of a school board member, and how is it different from district administration?
B. How would you balance representing the views of individual community members with your responsibility to make decisions in the best interest of the entire district?
C. How do you handle disagreement between members of the board? If you are in the minority on a controversial vote, how would you communicate with the public afterward?

IV. Vision for Public Education

Describe your vision for public education. What do you believe are its core purposes, and how should a local school board help bring that vision to life within its community? Additionally, how would your vision influence your priorities and decision-making as a school board member?

V. Alignment with ISD 282 Vision

The vision of ISD 282 guides the district's strategic direction and decision-making.

A. How do you see yourself contributing to and advancing that vision?
B. Please describe how your skills, experiences, leadership approach, and community engagement would support the district's goals, and how you would ensure your decisions as a board member remain aligned with the Vision.

VI. Educational Equity Understanding

How would you define an equitable school system? Please describe your understanding of educational equity and your commitment to advancing equitable outcomes for all students in ISD 282. Include how this perspective would inform your decision-making as a board member.

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

RESOLUTION FILLING SCHOOL BOARD VACANCY BY APPOINTMENT

WHEREAS, a vacancy exists in the office of school board member with a term expiring the first Monday in January, 2028; and

NOW THEREFORE BE IT RESOLVED by the School Board of Independent School District No. 282, State of Minnesota, as follows:

Pursuant to Minnesota Statutes, Section 123B.09, Subd. 5b, _____is hereby appointed to fill the vacancy and to serve until a successor is elected and qualified. The appointment shall be effective thirty (30) days after the adoption of this resolution unless a valid petition to reject the appointee is filed with the school district clerk pursuant to Minnesota Statutes, Section 123B.09, Subd. 5b(b) within that thirty (30) day time period.

MOTION MADE BY _____

SECONDED BY _____

APPROVED AT A MEETING OF THE SCHOOL BOARD thereof held on the _____

day of _____, 2026

INDEPENDENT SCHOOL DISTRICT 282 (ST. ANTHONY-NEW BRIGHTON)

By: _____ Title: _____

March 24, 2026

St. Anthony New Brighton
Success Metrics

ST. ANTHONY - NEW BRIGHTON SCHOOLS

SYSTEMIC ALIGNMENT

OUR PURPOSE → OUR WORK → OUR OUTCOME

MISSION
(Why we exist)

We educate, prepare, and inspire community of lifelong learners in a small, caring environment.



VISION
Where we are going)

We are committed to the success of every learner. We engage, inspire, and support each learner through collaboration and innovation.

CULTURE OF BELONGING
(How we act)

Create a culture of belonging through our collective commitments:

- Collaboration
- Courage and Continuous Improvement
- Caring and Professional Community

DIGNITY
(What we believe)

Equal value and worth of each and every person

In SANB schools we are responsible for providing an equitable learning environment where all students, staff members, and families are respected and valued for who they are regardless of skin color, race, sexual orientation, gender expression, culture, religion, creed, national origin, ethnicity, ability, immigration status, or any other category.

STUDENT SUCCESS

EFFECTIVE INSTRUCTION
(How we ensure the success of each student)

In SANB schools, effective instruction is grounded in three principles: rigor, relevance, and relationships. Without each of these components, high levels of transferable learning are not possible.

HOW WE MEASURE OUR WORK

Student and adult data are collected and analyzed internally by educators and administrators to inform the impact of our work and make any necessary changes.

STUDENT SUCCESS
(The expected outcome)

A successful student is one who has acquired both the *academic skills and life skills* to *positively contribute to society.*

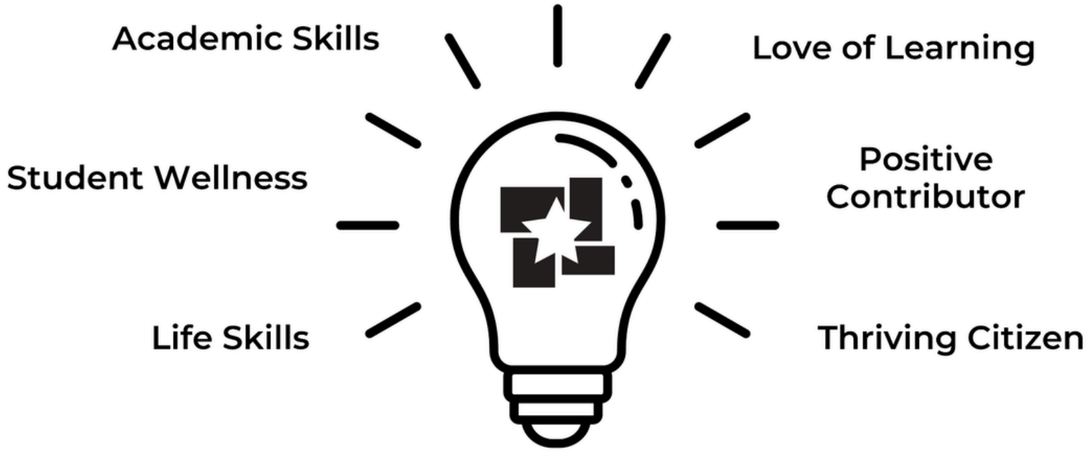
They have a *love for learning* and are able to *meet the social-emotional needs of themselves and others.*

A successful student becomes a *thriving citizen.*

HOW WE MEASURE STUDENT SUCCESS

Assessments, surveys, and grade reporting will communicate an individual student's levels of achievement for each of the success elements.

Draft 10 - September 2023



We are committed to the success of every learner.

Goal 1: Academic Excellence

Students think critically and apply their acquired knowledge and skills to solve problems. Even when confronted with challenges, students have the capacity, motivation, and persistence to acquire new knowledge and skills, creatively seek out solutions, and confidently take action.

Data Measure: MCA

Above Expected Growth: Green 🟢 Meeting Expected Growth: Yellow 🟡 Below Expected Growth: Red 🔴

Success Metric	Measurements	Grade	Test	Baseline Spring 2024	Expected 2025	Actual 2025	Expected 2026	Expected 2027	Goal Level 2028	Demographics	Gap Baseline 2024	Gap Baseline Average 2024	Gap Actual 2025	Gap Actual Average 2025	Reduction Goal 2028	Input/ Alignment
Goal 1	MCAs (Percent of Students Proficient)	3	Reading	49%	55%	60%	60%	65%	70%	Race	32%	29%	10%	23%	0%	Effective Instruction
										SPED	37%		29%			
										EI/ML			37%			
										EB	34%					
										Gender	12.5%		16%			
			Math	61%	66%	70%	71%	76%	80%	Race	9.7%	16%	11%	24%	0%	
										SPED	16.4%					
										EI/ML	0		37%			
										EB	45.4%					
										Gender	7.6%		0%			
		5	Reading	60%	65%	65%	70%	75%	80%	Race	20.1%	22%	39%	21%	0%	
										SPED	70%		5%			
										EI/ML	0		45%			
										EB	17.5%					
										Gender	1%		13%			
			Math	52%	57%	52%	62%	67%	70%	Race	32%	26%	33%	20%	0%	
										SPED	65%		3%			
										EI/ML	0		39%			
										EB	13.7%					
										Gender	17.2%		3%			

Data Measure: MCA

Above Expected Growth: Green Meeting Expected Growth: Yellow Below Expected Growth: Red

			Science	52%	57%	Not Released Yet	62%	67%	70%	Race	18.3%	18%	Not Released Yet	Not Released Yet	0%		
										SPED	24.7%						
										EI/ML	12.5%						
										EB	19.6%						
										Gender	13.2%						
		8	Reading	49%	55%	64%	60%	65%	70%	Race	19.8%	11%	26%	27%	0%		
										SPED	15%		41%				
										EI/ML	0		37%				
										EB	19.4%						
										Gender	0.90%		4%				
			Math	39%	45%	41%	50%	55%	60%	Race	13.8%	12%	35%	21%	0%		
										SPED	24.8%						
										EI/ML	0		23%				
										EB	20.4%						
										Gender	2%		6%				
			Science	34%	40%	Not Released Yet	45%	50%	55%	Race	28.3%	25%	Not Released Yet	Not Released Yet	0%		
										SPED	19.7%						
										EI/ML	27.9%						
										EB	41.1%						
										Gender	6.5%						

Data Measure: FastBridge

aReading

	Fall (Above the 50%ile)	Winter (Above the 50%ile)
3rd	71%	65%
5th	57%	58%
8th	62%	57%

aMath

	Fall (Above the 50%ile)	Winter (Above the 50%ile)
3rd	66%	65%
5th	53%	56%
8th	56%	50%

Data Measure: FastBridge

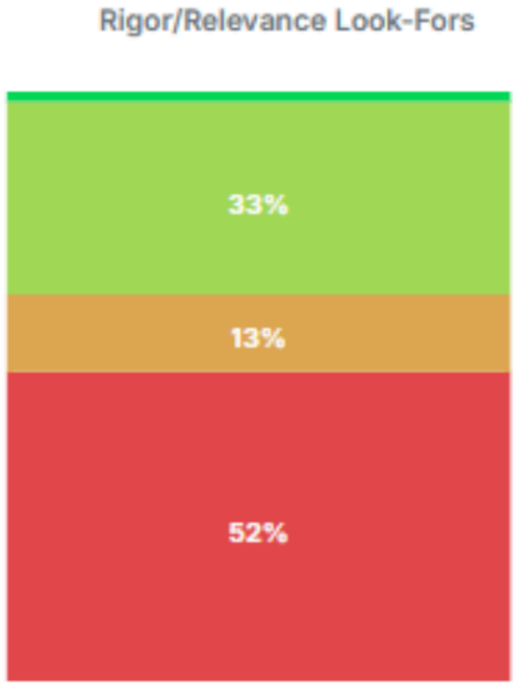
FastBridge Reading Winter 2026									
Percent Low/No Risk:									
	White	**Asian**	**Multi-Racial**	**Black**	**Hispanic**	**Male**	**Female**	**SPED**	**ML**
earlyReading	66%	41%	61%	53%	24%	60%	60%	45%	16%
aReading	82%	70%	70%	55%	39%	70%	73%	41%	32%

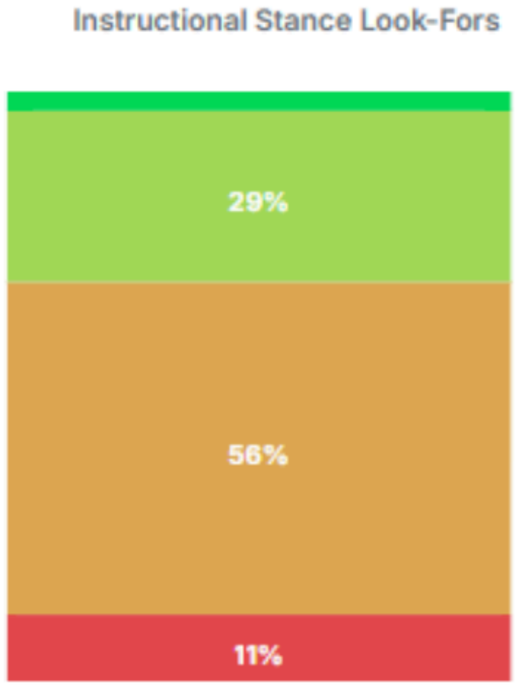
FastBridge Math Winter 2026									
Percent Low/No Risk:									
	White	**Asian**	**Multi-Racial**	**Black**	**Hispanic**	**Male**	**Female**	**SPED**	**ML**
earlyMath	86%	42%	74%	45%	35%	80%	68%	64%	26%
aMath	80%	66%	64%	44%	36%	69%	66%	38%	27%

Data Measure: ACT

Goal	Measurement	Grade	Area	2024 Level (base)	Actual 2025	(goal) 2025	Difference from Goal	(goal) 2026	(goal) 2027	Goal Level 2028	2024 Gap (base)		2024 Gap Average	2025 (actual)	Gap Average 2025	2028 Gap Reduction Goal	Input/ Alignment
Goal 2	ACT (Average Score)	11	Composite	21.2	20.5	22	-1.5	22.5	23	23	Race	3.75	3.47	2.7	2.15	0	Through Effective Instruction
											SPED	0					
											EI/ML	8.7					
											EB	4.6					
											Gender	0.3		1.6			
			Math	20.7	20.1	21.2	-1.1	21.7	22.2	23							
			Reading	21.9	21.3	23.7	-2.4	24.2	24.7	25							
			English	20.3	19.7	21	-1.3	21.5	22	23							
			Science	21.4	20.6	21.4	-0.8	21.9	22.4	23							

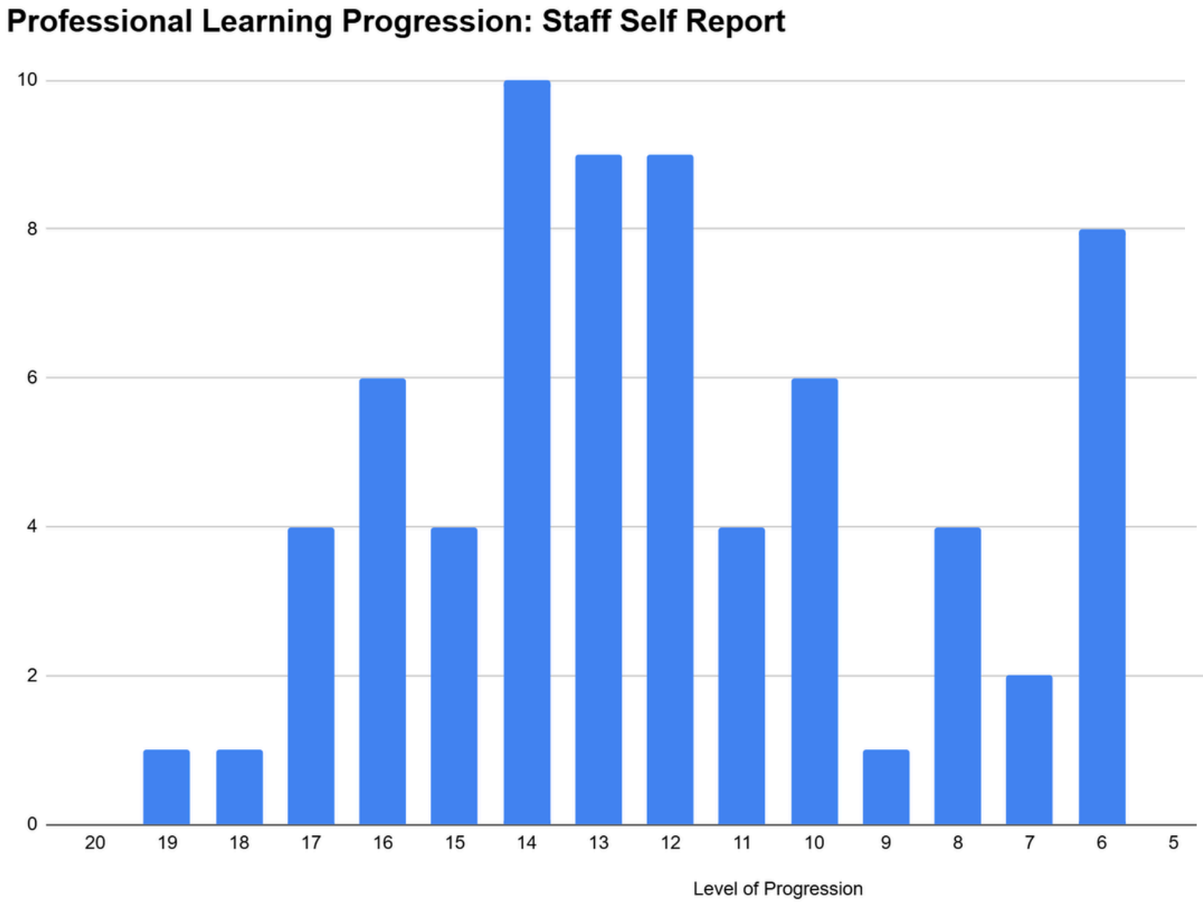
Data Measure: Coaching Cycles





Number of Educators			**Number of Educators**		
Quad A	32		Stance A	7	
Quad B	8		Stance B	35	
Quad C	20		Stance C	18	
Quad D	1		Stance D	2	

Data Measure: Coaching Cycles



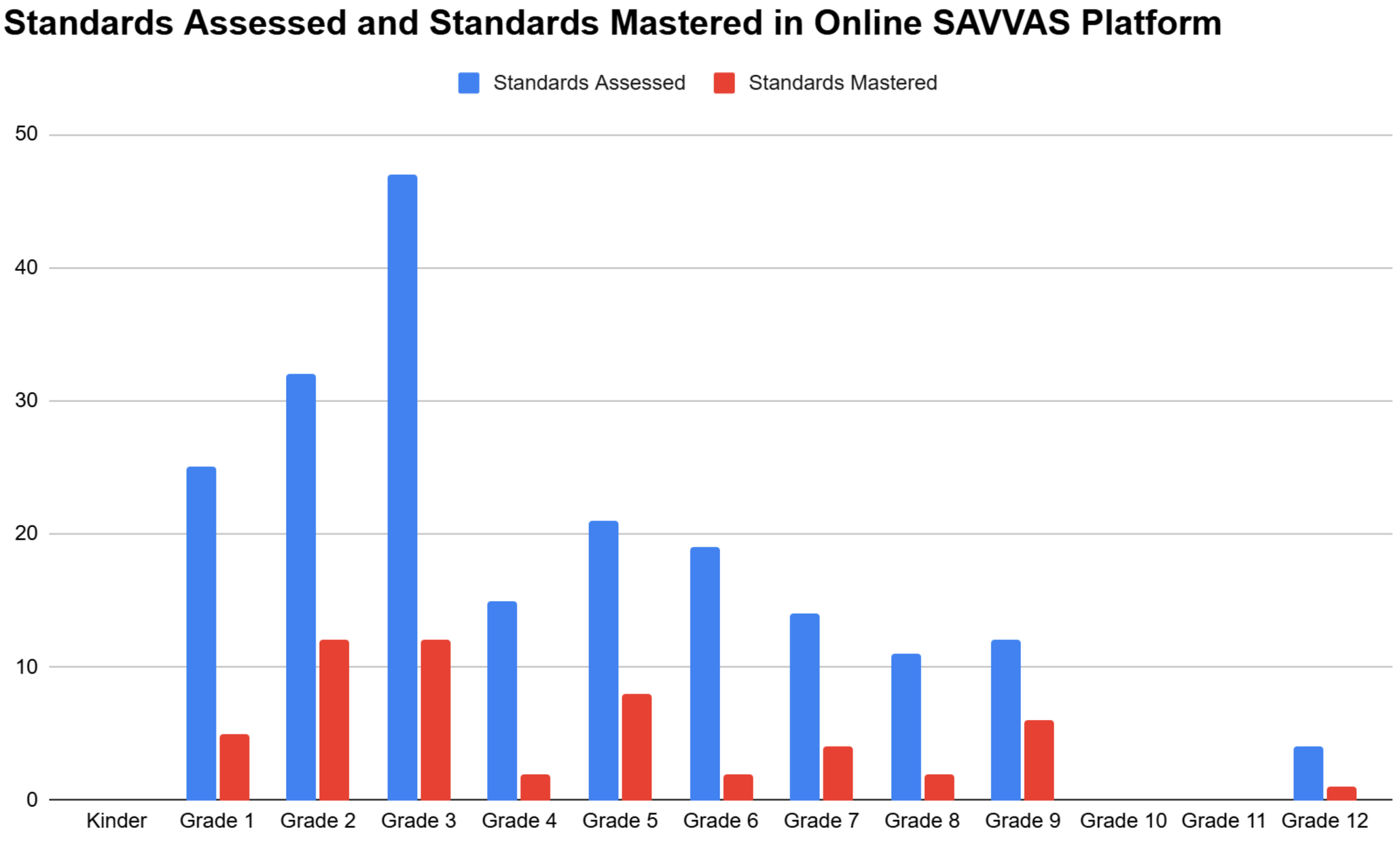
14. Effectively builds on prior learner knowledge and interest, uses relevant representations and explanations that capture key ideas across disciplines, guide learners through learning progressions, and ensure each learner's mastery of rigorous content standards.

13. Plans collaboratively with professionals who have specialized expertise (e.g., special educators, related service providers, language learning specialists, media specialists, community organizations) to design and jointly deliver inclusive learning experiences to meet unique learning needs.

12. Incorporates and assesses evidence-based and inclusive instructional strategies, accommodations, resources, materials, and technological tools to differentiate instruction and achieve the goal of academic success for each student.

6. Appreciates multiple perspectives within the discipline and is committed to work toward each learner's mastery of disciplinary content and skills using deep knowledge of content standards and learning progressions.

Data Measure: Curriculum Implementation



Goal 2: Student Wellness

Students holistically develop an adaptive skill-set that includes empathy, self-advocacy, teamwork, communication, inclusion and interpersonal abilities, and coping skills to thrive in a constantly changing world. Students are equipped to navigate demands and opportunities they encounter, enabling them to enjoy meaningful, productive, healthy lives.

Data Measure: Panorama

Winter Panorama Assessment 2026 Grades 6-12

Topic	Percent Favorable	Favorable Black	Favorable Hispanic	Favorable Two or More Races	Favorable White	Favorable NonEL	Favorable EL	Favorable NonSPED	Favorable SPED	Favorable Female	Favorable Male
Classroom Effort	70%	76%	68%	66%	69%	70%	74%	72%	59%	73%	67%
Self-Efficacy	49%	46%	41%	46%	52%	50%	45%	51%	39%	46%	54%
Challenging Feelings	66%	74%	64%	68%	64%	66%	68%	66%	65%	55%	77%
School Engagement	34%	34%	37%	25%	33%	33%	38%	34%	34%	32%	35%
Teacher-Student Relationships	60%	53%	63%	56%	61%	60%	54%	60%	50%	55%	64%
Rigorous Expectations	57%	58%	57%	55%	57%	57%	59%	58%	56%	56%	59%
Sense of Belonging	50%	51%	52%	47%	50%	50%	54%	51%	49%	45%	56%

Grades 9-12

546 responses | Show breakdown

Surveyed Topics

Topics	Score	National benchmarks
Classroom Effort	72%	Around the 50th percentile
Challenging Feelings	66%	Above the 90th percentile
Teacher-Student Relationships	60%	Around the 50th percentile
Self-Efficacy	53%	Around the 70th percentile
Engagement	34%	Around the 40th percentile

Grades 6-8

400 responses | Show breakdown

Surveyed Topics

Topics	Score	National benchmarks
Classroom Effort	68%	Around the 40th percentile
Rigorous Expectations	57%	Around the 20th percentile
Sense of Belonging	50%	Around the 40th percentile
Self-Efficacy	45%	Around the 40th percentile

Goal 3: Positive Contributor

Students understand their brilliance as well as their rights and responsibilities as an individual, and as a member of society. Students can reflect on the needs of a diverse community, activating their resourcefulness, intellect, and skills to positively and authentically contribute to and serve their community.

Data Measure: Student Involvement

	Activities Clubs	2023-2024 Students Involved	2023-2024 Total Accumulated Service Hours	**2024-2025 Students Involved**	**2024-2025 Total Accumulated Service Hours**	Goal 2025	2026	2027	2028 Service Hour Accumulated Goal	Demographics	2023-2024 Demographic Breakdown	**2024-25 Demographic Breakdown**	2028 Demographic Breakdown Goal
Goal 4	Kiwanis Clubs (K-Kids, ~~**Builders**~~, Key Club) National Hours Society Athletics/ Activities	724	5922	**819** **(no Builders Club)**	**6976** **(so close)**	7000	8000	9000	10,000	Race (SOC-W)	32%-68%	**no data**	40%-60%
										ML (ML-No)	13%-87%	**no data**	15%-85%
										SPED (SPED-No)	7%-93%	**no data**	15%-85%
										Gender (M-F)	44%-54%	**no data**	50%-50%

Questions

Fiscal Year 2026-27 Initial Budget Assumptions

March 24, 2026

Revenues:

- **Student Enrollment**: We are projecting 1,900 students for the district's enrollment which includes 10 ECSE and 1,890 K-12. We are also projecting a negative adjustment of 60 ADM due to students participating in the Post Secondary Enrollment Options program. As a result, 1,840 ADM will be used for the 2026-27 budget.

Grade Level	Oct 1, 2025 Enrollment	2026-27 Enrollment Target	2026-27 Enrollment Budget
K-5	708	710	689
6-8	448	450	444
9-12	762	800	757
ECSE	7	10	10
PSEO Adj	-61	-60	-60
Total	**1,864**	**1,902**	**1,840**

- **General Education Basic Funding:** MN Statutes 2024, section 126C.10, subdivision 2 sets the general education formula allowance based on the actual Consumer Price Index (CPI). The final adjusted allowance will increase by 2.69% from $7,481 to $7,683 per Adjusted Pupil Unit (APU). Pupil units are calculated using a weighting factor of 1.0 for ECSE, kindergarten through 6th grade, and 1.2 for grades 7-12. The estimated basic general education revenue for 2026-27 is $15,662,564 ($7,683 x 2,038.6 APU).

- **Special Education Aid:** The district special education aid for FY2027 is estimated based on this year's estimated expenditures. Total special education aid projected next fiscal year is $4.5 million, with approximately $1.06 million for special education transportation. This estimate will change when we have a better projection of this year's expenditures.

- **Operating Referendum Levy:** The operating referendum levy remains at $2,543.86 per APU, generating $5,743,810 in revenue. However, the total levy revenue for next fiscal

year is projected to be 4% lower than the current year's budget due to adjustments for prior year enrollment and Tax Increment Financing (TIF) revenue collected in prior year. Levy revenue tied to enrollment is trued up in subsequent years when actual student counts become available, which can increase or decrease the district's levy authority.

FY 2027 levy revenue is lower because the district received an excess TIF distribution in 2024. Since the revenue is from property taxes that are outside of the district's levy authority, the state reduces the allowable levy for the Pay 2026 levy.

- **Capital Projects Referendum Levy:** The approved capital projects referendum levy revenue for 2026-27 is $1,031,760. This revenue will be spent on technology and curriculum needs.

- **Professional Development:** The district will continue to set aside 2% of the basic general education state revenue for staff development. This amounts to approximately $313k for 2026-27.

- **Achievement and Integration Program:** The district submitted 2-year (FY2026-27 and FY 2027-28) application and budget to MDE earlier this month. The FY27 initial revenue for this program is $299k.

- **Federal Grants:** The district will continue to receive ESEA (Title I, II, III and IV) and Federal Special Education Grants in 2026-27.

- **ADSIS:** This is the 2nd year of the approved School Fiscal Year 26-27 program and the maximum budget for 2026-27 is $712k.

- **Local Sources:** Increase interest income for FY27 because more interest earnings are received this year. In addition, $130k is budgeted for English Learner Cross Subsidy in FY27 that is not in the adopted FY26 budget. The English Learner Cross subsidy is an accounting entry to offset the transfer from the unrestricted general fund expense.

Expenditures:

- **Staffing:** Due to an increase in students requiring special education services, administration would like to increase 1.5 FTE to special education.

- **Salaries:** Employee salaries will be budgeted to reflect the bargaining unit contracts that are settled. Salaries for open contracts will be budgeted based on the parameters set by the School Board.

- **Health Insurance:** Health insurance premiums is expected to increase by 30% in FY2026-27

- **Utilities:** Utilities such as gas/fuel, electricity and water will be increased by 5.5% in the budget.

- **Purchased services:** purchased services contracts will be budgeted based on negotiated contracts.

- **Other expenditures:** Expenditures not indicated above will be increased by the same percentage as the general education formula allowance increase. As mentioned earlier, $130k of English Learner cross subsidy is budgeted for FY27.

The chart below shows the current budget proposal for next fiscal year compared to the FY2026 adopted budget. It reflects only Fund 01 (General Fund) and excludes transportation and capital fund activity. The proposed budget for FY2027 will be adjusted as updated information becomes available, including changes in legislative funding formulas, contract settlements, updated inflation data and more complete year to date revenue and expenditure trends.

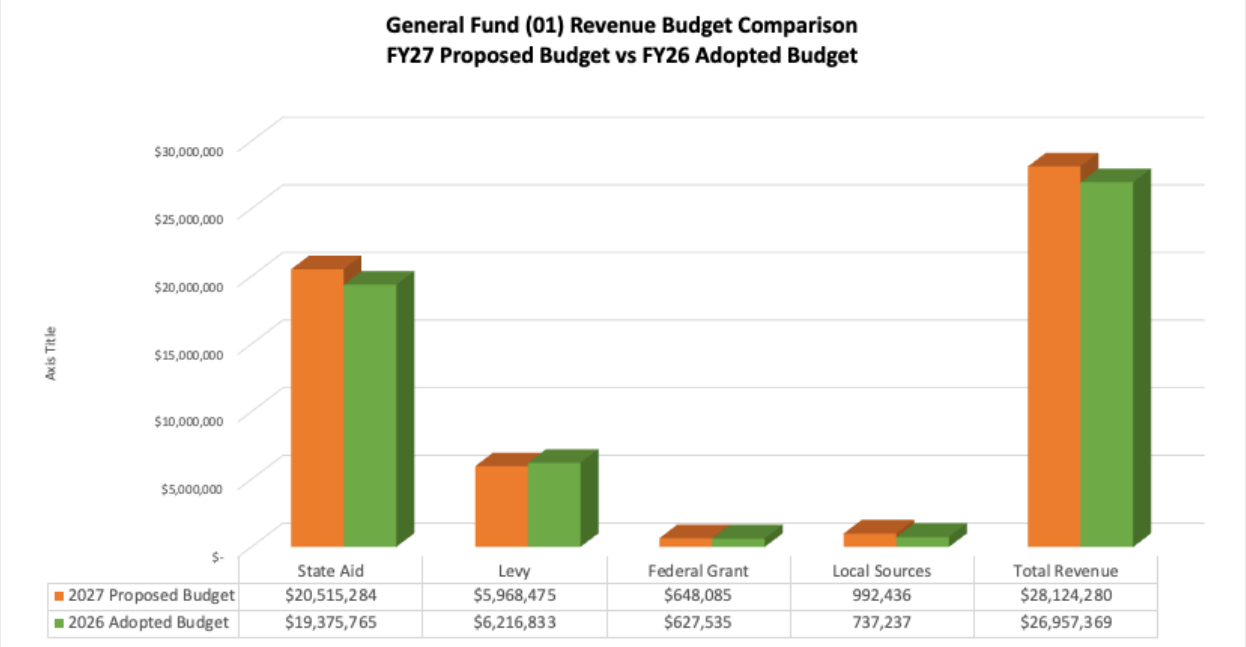
General Fund Revenue by Source

Revenue Source	2027 Proposed Budget	% of Total	2026 Adopted Budget	% of Total	$ Change	% Change
State Aid	$ 20,515,284	73%	$ 19,375,765	72%	$ 1,139,519	6%
Levy	$ 5,968,475	21%	$ 6,216,833	23%	$ (248,358)	-4%
Federal Grant	$ 648,085	2%	$ 627,535	2%	$ 20,550	3%
Local Sources	992,436	4%	737,237	3%	$ 255,200	35%
Total Revenue	**$ 28,124,280**	**100%**	**$ 26,957,369**	**100%**	**$ 1,166,911**	**4%**

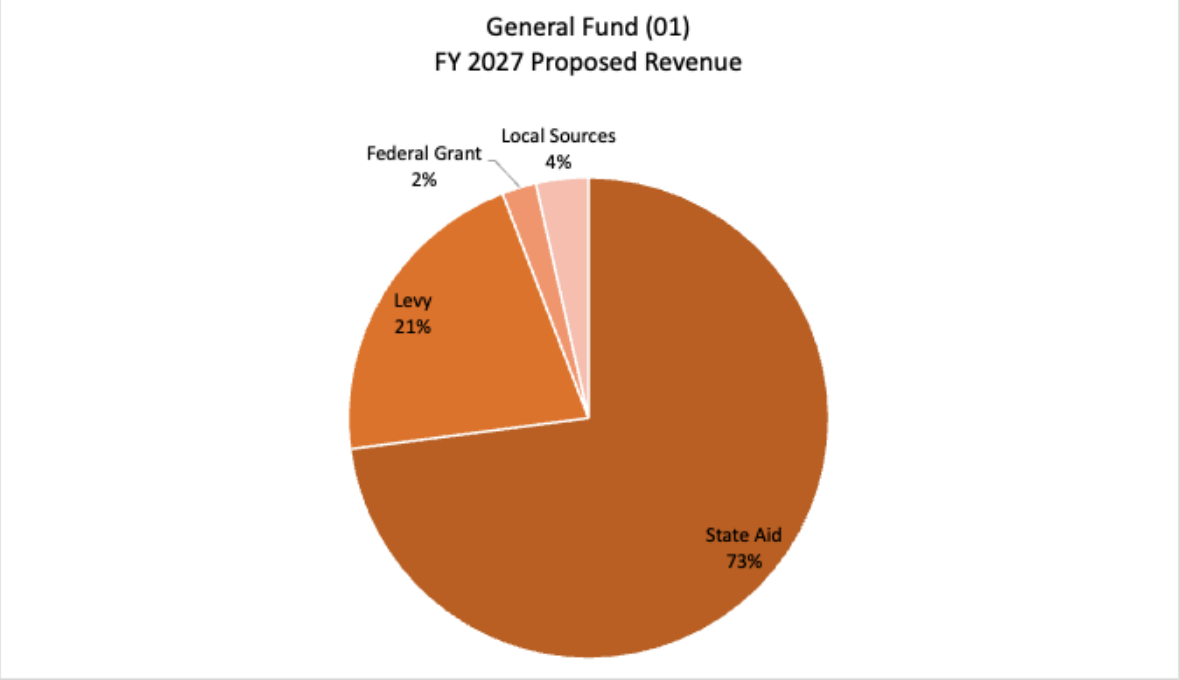
General Fund Expenditures by Expense Type

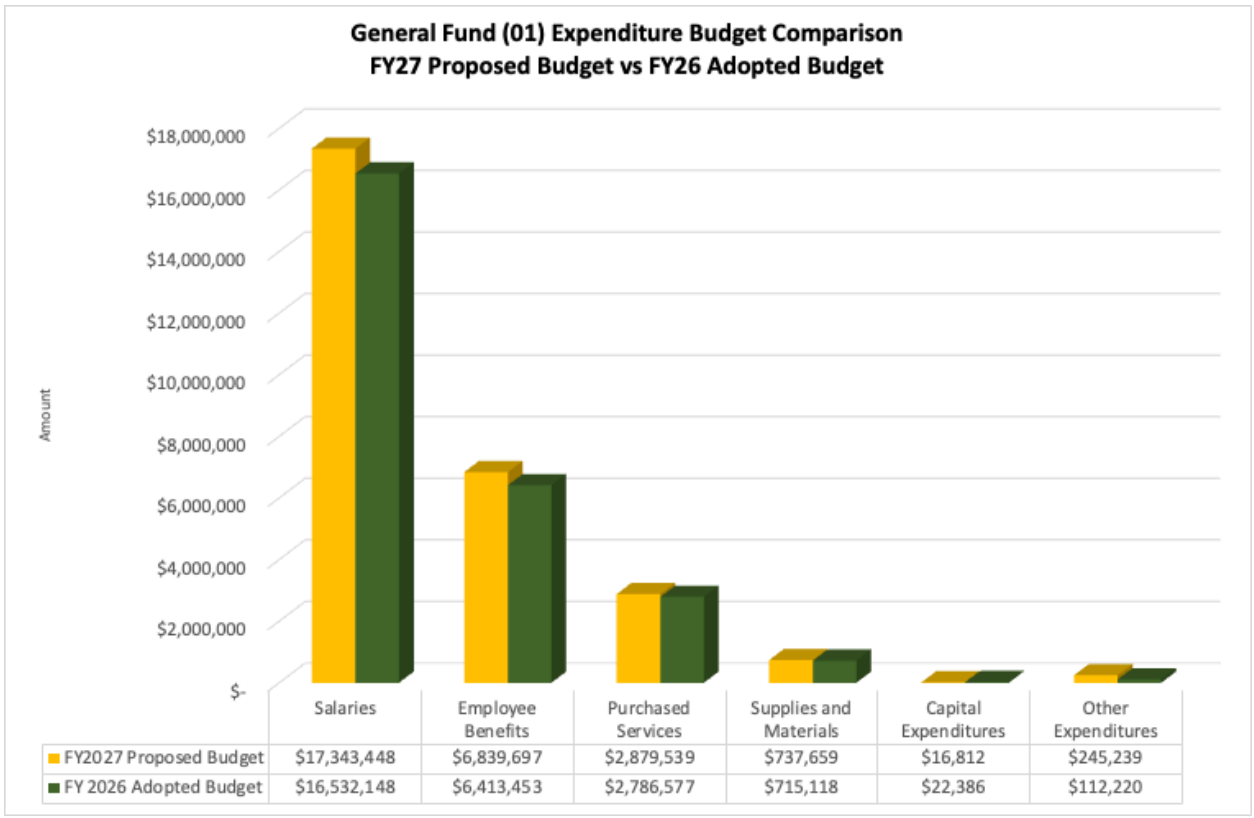
Expense Type	2027 Proposed Budget	% of Total	2026 Adopted Budget	% of Total	$ Change	% Change
Salaries	$ 17,343,448	62%	$ 16,532,148	62%	$ 811,300	5%
Employee Benefits	$ 6,839,697	24%	$ 6,413,453	24%	$ 426,243	7%
Purchased Services	$ 2,879,539	10%	$ 2,786,577	10%	$ 92,961	3%
Supplies and Materials	$ 737,659	3%	$ 715,118	3%	$ 22,542	3%
Capital Expenditures	$ 16,812	0%	$ 22,386	0%	$ (5,574)	-25%
Other Expenditures	$ 245,239	1%	$ 112,220	0%	$ 133,019	119%
Total Expenditures	**$ 28,062,394**	**100%**	**$ 26,581,903**	**100%**	**$ 1,480,491**	**6%**

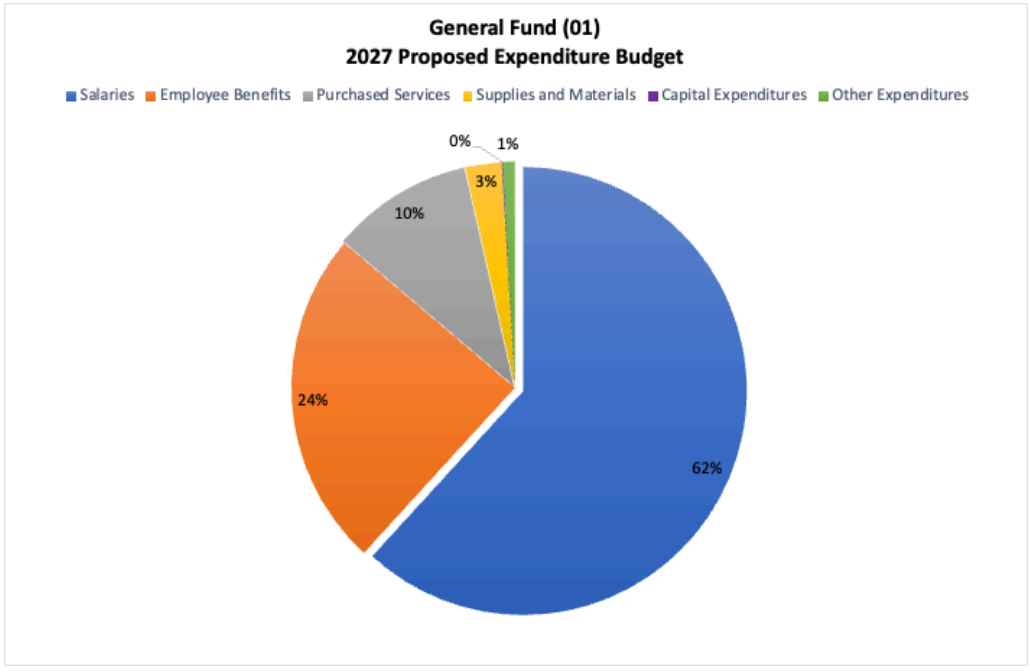
NetSurplus/(Deficit)	**$ 61,886**		**$ 375,466**		**$ (313,580)**	**-84%**



	State Aid	Levy	Federal Grant	Local Sources	Total Revenue
2027 Proposed Budget	$20,515,284	$5,968,475	$648,085	992,436	$28,124,280
2026 Adopted Budget	$19,375,765	$6,216,833	$627,535	737,237	$26,957,369




General Fund (01) Expenditure Budget Comparison
FY27 Proposed Budget vs FY26 Adopted Budget
Amount
$18,000,000
$16,000,000
$14,000,000
$12,000,000
$10,000,000
$8,000,000
$6,000,000
$4,000,000
$2,000,000
$-
Salaries
Employee Benefits
Purchased Services
Supplies and Materials
Capital Expenditures
Other Expenditures
FY2027 Proposed Budget $17,343,448 $6,839,697 $2,879,539 $737,659 $16,812 $245,239
FY 2026 Adopted Budget $16,532,148 $6,413,453 $2,786,577 $715,118 $22,386 $112,220


General Fund (01)
2027 Proposed Expenditure Budget
Salaries
Employee Benefits
Purchased Services
Supplies and Materials
Capital Expenditures
Other Expenditures
0%
1%
3%
10%
24%
62%

Revised 2023
June 2025
~~March 2026~~~~July 2025~~March 2026
Mandatory

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 and students are adopted by the school district, pursuant to the requirements of 20 U.S.C. § 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter. 13, and Minnesota. Rules Parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

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

C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period

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

D. Directory Information

1. ~~"Directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; address; telephone listing; electronic mail address; 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. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:~~

   ~~a. a student's social security number~~

   ~~b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;~~

   ~~c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;~~

   ~~d. personally identifiable data which references religion, race, color, social position, or nationality; or~~

   ~~e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.~~

2. ~~Insert school district definition of "directory information" here.~~"Directory information" means information contained in an education record of a student that

would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; address; telephone listing; electronic mail address; 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. Directory information does not include:

a. a student's social security number

b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

d. personally identifiable data which references religion, race, color, social position, or nationality; or

e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

3. ¶

4. ~~[NOTE: Please see the MSBA ISD Policy Services Newsletter (June 2025) for detailed guidance on creating a definition of "directory information."]~~

5. ~~**Under federal law, "directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; address; telephone listing; electronic mail address; 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. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:**¶~~

¶

~~a. **a student's social security number;**¶~~

¶

b. ~~a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;~~¶

¶

c. ~~a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;~~¶

¶

d. ~~personally identifiable data which references religion, race, color, social position, or nationality; or~~¶

¶

e. ~~data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.~~¶

¶

6. ~~2. 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 education records. The term "education records" does not include:

a. Records of instructional personnel that are:

(1) kept in the sole possession of the maker of the record;

(2) used only as a personal memory aid;

(3) not accessible or revealed to any other individual except a temporary substitute teacher; and

(4) destroyed at the end of the school year.

b. Records of a law enforcement unit of the school district, provided

education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

(1) maintained separately from education records;

(2) maintained solely for law enforcement purposes; and

(3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

(1) are made and maintained in the normal course of business;

(2) relate exclusively to the individual in that individual's capacity as an employee; and

(3) are not available for use for any other purpose.

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

d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:

(1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

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

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

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

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

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

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

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;

2. Perform a supervisory or instructional task directly related to the student's education;

3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or

4. Perform a task directly related to responding to a request for data.

J. Parent

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

K. Personally Identifiable

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

L. Record

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

M. Responsible Authority

"Responsible authority" means *Superintendent of Schools*

N. Student

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

O. School Official

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

for the period of his or her performance as an employee or contractor.

¶

P. Summary Data

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

Q. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

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

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

1. The right to inspect and review the student's education records;

2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;

5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal

law and the regulations promulgated thereunder;

6. The right to be informed about rights under the federal law; and

7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

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

C. Students with a Disability

The school district shall follow 34 C.F.R. §§ 300.610-300.617 with regard to the privacy, notice, access, record keeping and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

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

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

a. a specification of the records to be disclosed;

b. the purpose or purposes of the disclosure;

c. the party or class of parties to whom the disclosure may be made;

d. the consequences of giving informed consent; and

e. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

   a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

   b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

   a. identifies and authenticates a particular person as the source of the electronic consent; and

   b. indicates such person's approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

   a. in plain language;

   b. dated;

   c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

   d. specific as to the nature of the information the subject is authorizing to be disclosed;

   e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

   f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and

   g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes Chapter 256B or Minnesota Care under Minnesota Statutes Chapter 256L, which shall be ongoing during all terms of eligibility, for individualized

education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

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

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

   a. performs an institutional service or function for which the school district would otherwise use employees;

   b. is under the direct control of the school district with respect to the use and maintenance of education records; and

   c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;

3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 U.S.C. § 7917, *[Policy 529]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota. Statutes section 260B.171, unless the data are required to be destroyed under Minnesota

Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

   a. determine eligibility for the aid;

   b. determine the amount of the aid;

   c. determine conditions for the aid; or

   d. enforce the terms and conditions of the aid.

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

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

   a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

   b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and

telephone numbers;

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

8. To accrediting organizations in order to carry out their accrediting functions;

9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding.

If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

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

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;

14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;

15. To the parent of a student who is not an eligible student or to the student himself or herself;

16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

    a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

    b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid

being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individualss need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

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

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

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 U.S.C. § 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

23. When requested, ~~and in accordance with requirements for parental consent in 34 Code of Federal Regulations, section 300.622(b)(2), and part 99,~~ 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 of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;

2. Pursuant to a statute specifically authorizing access to the private data; or

3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

   a. Minnesota Statutes, section 13.32, subdivision 5; and

   b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.

2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under ~~Minnesota Statutes, section 13.32 this section~~ Minnesota Statutes, section 13.32.

~~3. A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision 2.~~

3. A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision 2.

~~4. 3~~4. . When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit

exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

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

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.

2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:

   a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information

   b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

   c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.

4. A parent or eligible student may not opt out of the directory information disclosures to:

   a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or

   b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits

information that may be designated as directory information and that has been properly designated by the school district as directory information.

5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

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

1. Name of the student and/or parent, as appropriate;

2. Home address;

3. School presently attended by student;

4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent

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

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

    a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;

    b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;

    c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;

    d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

    e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

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

provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

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

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

C. Investigative Data

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

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school district.

3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably

intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes section 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

   a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

   b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

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

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

D. Chemical Abuse Records

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

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

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

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

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

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

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and

3. copying fees shall not be imposed.

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

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and

7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.

D. Annually, the school district will provide public notice by any means that are

reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

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

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

   a. The disclosures meet the requirements of Section VI. of this policy; and

   b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.

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

Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

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

D. Notification

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

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

1. A description of records maintained;

2. Titles and addresses of person(s) responsible for the security of student records;

3. Location of student records, by category, in the buildings;

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:

   a. the parties who have requested or received personally identifiable information from the education records of the student;

   b. the legitimate interests these parties had in requesting or obtaining the information; and

   c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:

   a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;

   b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and

   c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations 99.32 and to whom the school district disclosed information from an education record. The school district shall

request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

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

4. The record of requests of disclosures may be inspected by:

   a. the parent of the student or the eligible student;

   b. the school official or his or her assistants who are responsible for the custody of the records; and

   c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

   a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

   b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

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

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and

2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

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

¶

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

   a. the cost of materials, including paper, used to provide the copies;

   b. the cost of the labor required to prepare the copies;

   c. any schedule of standard copying charges established by the school district in its normal course of operations;

   d. any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and

   e. mailing costs.

2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

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

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.

3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

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

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

3. Any statement placed in the education records of the student under Subdivision B. of this section shall:

   a. be maintained by the school district as part of the education records

of the student so long as the record or contested portion thereof is maintained by the school district; and

b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

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

XVI. PROBLEMS ACCESSING DATA

A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

B. Data practices compliance official means Superintendent of Schools.

C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be

made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

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

B. Content of Complaint

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

XVIII. WAIVER

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

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;

4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules

promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

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

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

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

Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 480.40 (Personal Information, Dissemination)
~~Minn. State. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)~~
Minn. State. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

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

~~This document from the Minnesota School Boards Association (MSBA) is giving guidance to school districts about what student and parent information they can share publicly, also known as "directory information." It's a bit complicated because there are both federal rules (FERPA) and new Minnesota state laws that sometimes differ.~~

Here's the gist of it in simpler terms:

- **What is "Directory Information"?**
  - Think of it as basic public information about students that generally wouldn't be considered private or harmful if shared.
  - Federally, this can include things like a student's name, address, phone number, email, photo, date/place of birth, major, dates of attendance, grade level, sports participation, and awards. It *also* includes the parent's name, address, and phone number.
  - **What it generally *doesn't* include (and is always private):** Social Security numbers, certain student ID numbers that can access records, and information about a student's religion, race, color, social position, or nationality.
- **Minnesota's New Rules (as of 2025):**
  - **Student Contact Information is NOW PRIVATE:** This is a big change. Even though federal law allows it, Minnesota law *no longer allows* school districts to share a student's home address, phone number, or email address as "directory information." This means schools cannot publicly share this kind of contact information.
  - **Parent Contact Information is NOW PRIVATE (Mostly):** Similar to students, a parent's home address, phone number, or email address *cannot* be treated as public "directory information" in Minnesota, even if it was before.
  - **Other Parent Data:** While contact information is private, other non-contact information about parents *can* be treated as directory information if the school follows the same public notice procedures they use for student directory information.
  - **Judicial Officials:** There's a special new rule in Minnesota (from 2024) that protects "judicial officials" (like judges) and their children. Schools cannot publicly post or share their personal information online, including their child's name and the school they attend, if it reveals they are connected to a judicial official.
- **What Schools Can Still Do (and What They Should Consider):**
  - **Local Control:** School boards still get to decide exactly what information they consider "directory information" for their district, as long as it follows both federal and state laws. They can choose to include *less* than what the law allows.
  - **Adding Information:** Schools can add other types of information to their "directory information" list beyond what FERPA mentions, as long as it's not something generally considered private or that references religion, race, etc.
  - **Limiting Disclosure:** Schools can now decide to share directory information only with *specific people* or for *specific reasons*. If they do this, they have to clearly state these limits in their public notices and make sure they enforce them.
  - **Balancing Act:** The MSBA reminds schools that they need to balance protecting student privacy with the administrative work involved in managing and restricting what information is shared.

In short, Minnesota is making it harder for schools to share personal contact information for both students and parents, even if federal law might allow it. Schools need to be very clear with parents about what information they consider public and follow strict rules, especially regarding contact details and information about judicial officials.

Revised 2023
June 2025
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Mandatory

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 and students are adopted by the school district, pursuant to the requirements of 20 U.S.C. § 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)), 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter. 13, and Minnesota. Rules Parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

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

C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period

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

D. Directory Information

1. "Directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; address; telephone listing; electronic mail address; 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. Directory information does not include:

   a. a student's social security number

   b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

   c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

   d. personally identifiable data which references religion, race, color, social position, or nationality; or

   e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

E. Education Records

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

2. What does not constitute education records. The term "education records" does not include:

a. Records of instructional personnel that are:

(1) kept in the sole possession of the maker of the record;

(2) used only as a personal memory aid;

(3) not accessible or revealed to any other individual except a temporary substitute teacher; and

(4) destroyed at the end of the school year.

b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

(1) maintained separately from education records;

(2) maintained solely for law enforcement purposes; and

(3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

(1) are made and maintained in the normal course of business;

(2) relate exclusively to the individual in that individual's capacity as an employee; and

(3) are not available for use for any other purpose.

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

d. Records relating to an eligible student, or a student attending an institution of postsecondary education, that are:

(1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

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

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

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

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

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data.

It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;

2. Perform a supervisory or instructional task directly related to the student's education;

3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or

4. Perform a task directly related to responding to a request for data.

J. Parent

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

K. Personally Identifiable

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

L. Record

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

M. Responsible Authority

"Responsible authority" means *Superintendent of Schools*

N. Student

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

O. School Official

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

P. Summary Data

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

Q. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

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

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

1. The right to inspect and review the student's education records;

2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and postsecondary educational institutions;

5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;

6. The right to be informed about rights under the federal law; and

7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

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

C. Students with a Disability

The school district shall follow 34 C.F.R. §§ 300.610-300.617 with regard to the privacy, notice, access, record keeping and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

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

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

   a. a specification of the records to be disclosed;

   b. the purpose or purposes of the disclosure;

   c. the party or class of parties to whom the disclosure may be made;

   d. the consequences of giving informed consent; and

   e. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

   a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

   b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

   a. identifies and authenticates a particular person as the source of the electronic consent; and

   b. indicates such person's approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

   a. in plain language;

   b. dated;

   c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

   d. specific as to the nature of the information the subject is authorizing to be disclosed;

e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and

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

6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

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

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

a. performs an institutional service or function for which the school district would otherwise use employees;

b. is under the direct control of the school district with respect to the use and maintenance of education records; and

c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information

only for the purposes for which the disclosure was made;

3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 U.S.C. § 7917, *[Policy 529]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota. Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

   a. determine eligibility for the aid;

   b. determine the amount of the aid;

   c. determine conditions for the aid; or

   d. enforce the terms and conditions of the aid.

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

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

   a. before November 19, 1974, if the allowed reporting or disclosure

concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;

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

8. To accrediting organizations in order to carry out their accrediting functions;

9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

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

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;

14. To military recruiting officers and postsecondary educational institutions pursuant to Section XI. of this policy;

15. To the parent of a student who is not an eligible student or to the student himself or herself;

16. To appropriate ~~health authorities to~~ parties, including parents or an eligible student, in connection with an emergency if knowledge of the information is ~~extent~~ necessary to protect the health and safety of the student or other individuals (34 Code of Federal Regulations, part 99.36)~~administer immunization programs~~ and for bona fide epidemiologic investigations which the Commissioner of the Minnesota Department of Health ~~commissioner of health~~ determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

    a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

    b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an

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

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

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

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless

vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

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

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 U.S.C. § 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

23. When requested, and in accordance with requirements for parental consent in 34 Code of Federal Regulations, section 300.622(b)(2), and part 99,

educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

C. Nonpublic School Students

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

1. Pursuant to a valid court order;

2. Pursuant to a statute specifically authorizing access to the private data; or

3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the Commissioner of the Minnesota Department of Health~~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; or .

4. to appropriate parties, including parents or 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.

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

   a. Minnesota Statutes, section 13.32, subdivision 5; and

   b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.

2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under Minnesota Statutes, section 13.32.

3. A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision 2.

4. . When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes

B. Former Students

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

C. Present Students and Parents

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

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.

2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:

   a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information

   b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

   c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.

4. A parent or eligible student may not opt out of the directory information disclosures to:

   a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or

   b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

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

1. Name of the student and/or parent, as appropriate;

2. Home address;

3. School presently attended by student;

4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent

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

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

    a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;

    b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;

    c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;

    d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

    e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes sections 144.341-144.347, in which case the data may be released only if the failure to inform

the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

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

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

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

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

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are

retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school district.

3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes section 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

   a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

   b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

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

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

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records

are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

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

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

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

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

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

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and

3. copying fees shall not be imposed.

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

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and

7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

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

B. Redisclosure Not Prohibited

1. Paragraph~~Subdivision~~ A. of this Article~~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 Article~~Section~~ VI. of this policy; and

b. The school district has complied with the record-keeping requirements of Article~~Section~~ XIII. of this policy.

2. Paragraph~~Subdivision~~ A. of this Article~~section~~ does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code, section 14071. However, the school district must provide the notification required in Paragraph~~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 or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations, section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in, section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

1. A description of records maintained;

2. Titles and addresses of person(s) responsible for the security of student records;

3. Location of student records, by category, in the buildings;

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:

   a. the parties who have requested or received personally identifiable information from the education records of the student;

   b. the legitimate interests these parties had in requesting or obtaining the information; and

   c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Paragraph~~Section~~ XII.B. of this policy, the record of disclosure required under this Article~~section~~ shall also include:

   a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;

   b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and

   c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

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

4. The record of requests of disclosures may be inspected by:

   a. the parent of the student or the eligible student;

   b. the school official or his or her assistants who are responsible for the custody of the records; and

   c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health

or safety emergency exception:

a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

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

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

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this Article~~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 Article ~~section~~ includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and

2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

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

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

    a. the cost of materials, including paper, used to provide the copies;

    b. the cost of the labor required to prepare the copies;

    c. any schedule of standard copying charges established by the school district in its normal course of operations;

    d. any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and

e. mailing costs.

2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

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

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.

3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Paragraph~~Subdivision~~ B. of this Article~~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 Paragraph ~~Subdivision~~ C. of this Article ~~section~~.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

3. Any statement placed in the education records of the student under Paragraph~~Subdivision~~ B. of this Article~~section~~ shall:

   a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and

   b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Paragraph~~Subdivisions~~ A. and B. of this Article~~section~~ and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

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

XVI. PROBLEMS ACCESSING DATA

A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

B. Data practices compliance official means Superintendent of Schools.

C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

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

B. Content of Complaint

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

XVIII. WAIVER

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

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

1. That the parent or eligible student has a right to inspect and review the

student's education records and the procedure for inspecting and reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;

4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

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

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 480.40 (Personal Information, Dissemination)
Minn. State. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)

MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)