PRIOR LAKE - SAVAGE AREA SCHOOLS

# REGULAR MEETING OF THE BOARD OF EDUCATION

Monday, November 9, 2026 – 6:00 PM
District Services Center
4540 Tower Street SE
Prior Lake, MN 55372

## AGENDA

Board members may participate by interactive technology as permitted by Minnesota Statute 13D.02.

1. **WELCOME**
Board Vice-Chair Olstad

2. **CALL TO ORDER**
Board Vice- Chair Olstad

3. **PLEDGE OF ALLEGIANCE**
Board Vice-Chair Olstad

4. **ROLL CALL**
Board Vice-Chair Olstad

5. **MISSION STATEMENT**
Board Vice-Chair Olstad

6. **STRATEGIC PLAN**
Board Vice-Chair Olstad

7. **LAKER PRIDE | SPECIAL RECOGNITION | LAKER SHOWCASE** **6**
Principals Jennifer Molitor and Patrick Glynn, along with Michelle Lindell, Tracy Fleming, and Katy Kelch will share the exciting update on the opening of Every Buddy's Playground at Glendale Elementary and Jeffers Pond Elementary.

8. **OPEN FORUM**
In accordance to board policy 206, a fifteen-minute time period is set aside to receive citizen input through this open forum segment on the board agenda. Sign up sheets available at least 10 minutes prior to meeting time at the door.
Board Vice-Chair Olstad

9. **ADMINISTRATIVE REPORTS**

A. **Administrative Reports**

1. Audit Report 13
Auditor Presentation of the FY2026 Audit Results, presented by LB Carlson. Board acceptance of receiving the report is requested.
Executive Director of Business Services

2. Purchases over $25,000 31
This is a report only. Board action is requested as part of the Consent Agenda.
Executive Director of Business Services Rider

3. Monthly Financial Report 32
This is a report only. Board action is requested as part of the Consent Agenda.
Executive Director of Business Services Rider

4. Enrollment Report 50
This is a report only. Board action is requested as part of the Consent Agenda.
Executive Director of Business Services Rider

5. Assurance of Compliance Report 54
This is a report only. Board action is requested as part of the Consent Agenda.
Executive Director of Administrative Services Cothern

B. **Board Reports**

1. Student Representative Report
Updated from Student Representative Youssef
2. Teaching & Learning Advisory Committee
Update from Directors Frantz or Olstad
3. Policy Advisory Committee
Update from Directors Atkinson or Johnson
4. MN Center for Advanced Professional Studies (MNCAPS)
Update from Director Atkinson
5. Early Learning Advisory Council (ELAC)
Update from Director Smith
6. Special Education Advisory Council (SEAC)
Update from Director Mason
7. SW Metro Intermediate District
Update from Director Olstad
8. MN State High School League (MSHSL)
Update from Director Johnson
9. Scott County Area Association for Leadership and Efficiency
Update from Director Frantz
10. Finance & Operations Advisory Committee
Update from Directors Mason or Smith

10. **SUPERINTENDENT REPORT**
Levy recap and next steps.
Superintendent Wagner

11. **APPROVAL OF AGENDA**
Board Vice-Chair Olstad

12. **CONSENT AGENDA**
Consent agenda items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a board member or citizen so requests, in which event the item will be removed as a consent agenda item and addressed. *The removal of an item for discussion must be requested prior to the approval of the consent agenda.*
Board Vice-Chair Olstad

A. **Financials**

1. Check/Wire Transfer Disbursement Summary 55
Month: October 2026
2. Wire Transfer, EFT and ACH Banking Activity 56
Month: October 2026
3. Bank Reconciliation Statement 57
Months: June 2026, July 2026, August 2026, September 2026
4. Monthly Investment Summary
Month: October 2026
5. Monthly Wire Detail
Month: October 2026
6. Monthly Health/Dental Wire Detail
Month: October 2026
7. Monthly Check Detail
Month: October 2026
8. Monthly ACH Detail
Month: October 2026

B. **Purchases over $25,000** **61**

C. **Monthly Financial Report**



* June 2026 is not attached as it is shown as part of the Audit Packet

* July 2026
* August 2026
* September 2026

D. **Enrollment Report**

E. **Assurance of Compliance**

F. **Approval of School Board Minutes** **62**

Minutes as follows:
* Regular Board Meeting - October 12, 2026
* Study Session - October 26, 2026

G. **Personnel Items**

1. Candidates for Employment 67
Please see the attached list.

2. Resignations | Terminations | Non-Renewals 68
Please see the attached list.

3. District Retirements
**Retirement with gratitude:**
* Patricia Coleman - Noon Supervisor - PLHS - 17 years of service
* Linda Freemark - Administrative Assistant to Student Support Services - DSC - 15 years of service
* Susan Whaley - Noon Supervisor - PLHS - 15 years of service

13. **RESOLUTION FOR ACCEPTANCE OF GIFTS** **69**

Acceptance by roll call vote is requested.
Board Vice-Chair Olstad

14. **PERSONNEL ITEMS**

Executive Director of Administrative Services Cothern

A. **MSEA Contract** ***(Action)*** **70**
Board action is requested.
Executive Director of Administrative Services Cothern

B. **Memorandum of Understanding MOU** ***(Action)*** **71**
Board action is reqeusted.
Executive Director of Administrative Services Cothern

C. **2026-2028 Agreements and Terms and Conditions MEMO to BOE - American Indian Coordinator and Cultural Liaisons** ***(Action)*** **74**
Board action is requested.
Executive Director of Administrative Services Cothern

D. **2026-2028 Agreements and Terms and Conditions MEMO to BOE - Chemical Health Specialist and Health Aids** ***(Action)*** **75**
Board action is requested
Executive Director of Administrative Services Cothern

E. **2026-2028 Agreements and Terms and Conditions MEMO to BOE - Kids' Co Site Leads and Kids' Co Assistants** ***(Action)*** **76**
Board action is requested.
Executive Director of Administrative Services Cothern

F. **2026-2028 Agreements and Terms and Conditions MEMO to BOE - Multiple Positions** ***(Action)*** **77**
Board action is requested
Executive Director of Administrative Services Cothern

15. **UNFINISHED BUSINESS**

16. **NEW BUSINESS**

A. **2027-2028 Start and End Date** ***(Action)*** **78**
Draft calendar with start/end dates of August 30, 2027-May 25, 2028 is attached. Other proposed dates are September 7, 2027-June 8, 2028.

Board action is requested.
Executive Director of Administrative Services Cothern

B. **2025-2026 Audit Report** ***(Action)***
Auditor Presentation of the FY2026 Audit Results, presented by LB Carlson. Board acceptance of receiving the report is requested.
Executive Director of Business Services Rider

17. **BOARD POLICY REVIEW**

Executive Director of Administrative Services Cothern

A. **Board Policy Review / First Reading**
The following policies are presented for a first reading tonight with a final reading scheduled for December 14, 2026, and approval scheduled for January 11, 2027
Executive Director of Administrative Services Cothern


1. Policy 428: Employee Use of Social Media 79
2. Policy 429: Workload Limits for Certain Special Education Teachers 83
3. Policy 521: Student Disability Nondiscrimination 86
4. Policy 721: Procurement Policy 91
5. Policy 722: Public Data and Data Subject Requests 114
6. Policy 806: Crisis Management Policy 123


B. **Board Policies - Second Reading**
The following policies are presented for a second reading tonight with approval scheduled for December 14, 2026.
Executive Director of Administrative Services Cothern/Board Policy Committee


1. Policy 524: Electronic Technologies Acceptable Use Policy (Student & Staff ) 409.1/524 127


C. **Board Policies - Final Reading and Approval** ***(Action)***
The following policies are presented for a final reading. Board action is requested.
Executive Director of Administrative Services Cothern


1. Policy 401: Equal Employment Opportunity 135
2. Policy 402: Disability Nondiscrimination Policy 136
3. Policy 403: Discipline, Suspension, and Dismissal of School District Employees 138
4. Policy 404: Employment of All Staff 141
5. Policy 404.1: Employment Background Checks 144
6. Policy 405: Veteran's Preference 147
7. Policy 408: Subpoena of a School District Employee 149
8. Policy 413: Harassment and Violence (Employee) 151
9. Policy 414: Mandated Reporting of Child Neglect or Physical or Sexual Abuse 161
10. Policy 417: Chemical Use and Abuse (Staff) 168
11. Policy 418: Drug-Free Workplace/Drug-Free School (418 & 902.2) 171
12. Policy 419: Tobacco-Free Environment, Possession and Use of Tobacco, Tobacco-Related Devices and Electronic Delivery Devices (419/902.1) 177
13. Policy 426: Substitute Teachers 182
14. Policy 427: Compensation Following Part-Year Employment 184
15. Policy 525: Website and Intranet Policy 185
16. Policy 528: Student Parental, Family, and Marital Status Nondiscrimination 188
17. Policy 535: Inclusion of Service Animals in Schools 190


18. **FUTURE EVENTS**

**Special Meeting - Election Canvass:** Monday, November 16, 2026, at 8:00 a.m. at the District Services Center

**School Board Study Session:** Monday, November 23, 2026, at 6:00 p.m. at the District Services Center
**School Board Regular Meeting:** Monday, December 14, 2026, at 6:00 p.m. at the District Services Center

19. **ADJOURN**

# Jeffers Pond Construction Pictures





















# Jeffers Pond New Playground Equipment









# Jeffers Pond Ribbon-Cutting












# Glendale Construction Pictures














# Glendale New Playground Equipment

## CONCERTA CHIMES



## COMMUNICATION BOARD




## CONCERTA VIBES





## WHIRL INCLUSIVE



## INCLUSIVE SEESAW

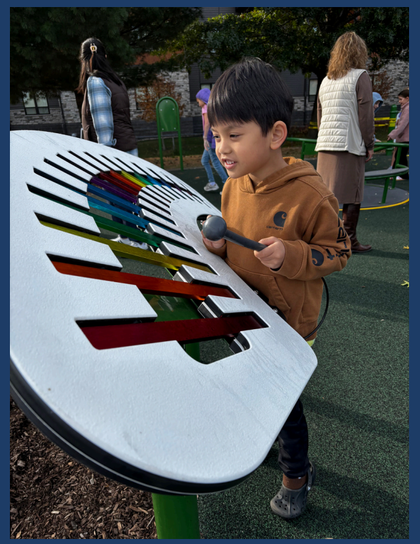


## ALTA GLIDER



# Glendale Ribbon-Cutting













# Glendale Drone Footage

LB | CARLSON

# ISD No. 719, Prior Lake-Savage

## Audit Report for Year Ended June 30, 2026

**Presented by:** James H. Eichten, CPA
Principal
952-224-1628◆ jeichten@lbcarlson.com

# AUDITOR'S ROLE

LB | CARLSON

| | |
|---|---|
| Opinion on Financial Statements | • District Audit |
| Internal Controls and Compliance | • Financial Statement Audit<br>• State Laws and Regulations |

# AUDIT RESULTS

LB | CARLSON

**District Financial Audit**

- Unmodified Opinions on Basic Financial Statements
- Implementation of GASB Statement No. 103, Financial Reporting Model

**Internal Controls and Compliance – Financial Audit**

- No material weaknesses or instances of noncompliance reported in the current year.

# AUDIT RESULTS

LB | CARLSON

**Minnesota Legal Compliance**

- No instances of noncompliance reported in the current year.

# AUDIT RESULTS

LB | CARLSON

**Single Audit of Federal Awards**

- Not Complete.
- Waiting on Issuance of Compliance Supplement.

# GOVERNMENTAL FUNDS
# CHANGE IN FUND BALANCE

LB | CARLSON

**Governmental Funds Change in Fund Balance**

| | Fund Balances as of June 30, 2026 | 2025 | Change |
|---|---|---|---|
| Fund balances of governmental funds | | | |
| Total by classification | | | |
| Nonspendable | $ 265,949 | $ 239,211 | $ 26,738 |
| Restricted | 19,637,612 | 15,932,767 | 3,704,845 |
| Assigned | 752,684 | 525,332 | 227,352 |
| Unassigned | 11,709,066 | 9,609,877 | 2,099,189 |
| Total governmental funds | $ 32,365,311 | $ 26,307,187 | $ 6,058,124 |
| Total by fund | | | |
| General | $ 17,723,433 | $ 13,530,161 | $ 4,193,272 |
| Food Service | 3,825,388 | 3,118,109 | 707,279 |
| Community Service | 6,334,378 | 5,119,871 | 1,214,507 |
| Debt Service | 4,482,112 | 4,539,046 | (56,934) |
| Total governmental funds | $ 32,365,311 | $ 26,307,187 | $ 6,058,124 |

# GOVERNMENTAL FUNDS REVENUE BY SOURCE

LB | CARLSON

**Governmental Funds Revenue by Source**

| | 2026 | | 2025 | | Year-to-Year Change | |
|---|---|---|---|---|---|---|
| | Revenue | Percent of Total | Revenue | Percent of Total | Dollar Change | Percent Change |
| Property taxes | $ 34,510,196 | 21.1 % | $ 36,223,004 | 23.1 % | $ (1,712,808) | (4.7) % |
| State sources | 110,551,569 | 68.1 | 102,596,463 | 65.6 | 7,955,106 | 7.8 % |
| Federal sources | 3,554,234 | 2.2 | 3,887,285 | 2.5 | (333,051) | (8.6) % |
| Other local sources | | | | | | |
| Meal sales | 1,568,183 | 1.0 | 1,962,944 | 1.3 | (394,761) | (20.1) % |
| Community service fees | 6,268,643 | 3.9 | 6,075,272 | 3.9 | 193,371 | 3.2 % |
| Investment earnings | 1,667,516 | 1.0 | 1,737,252 | 1.1 | (69,736) | (4.0) % |
| Other | 4,317,710 | 2.7 | 3,989,292 | 2.5 | 328,418 | 8.2 % |
| Total revenue | $ 162,438,051 | 100.0 % | $ 156,471,512 | 100.0 % | $ 5,966,539 | 3.8 % |

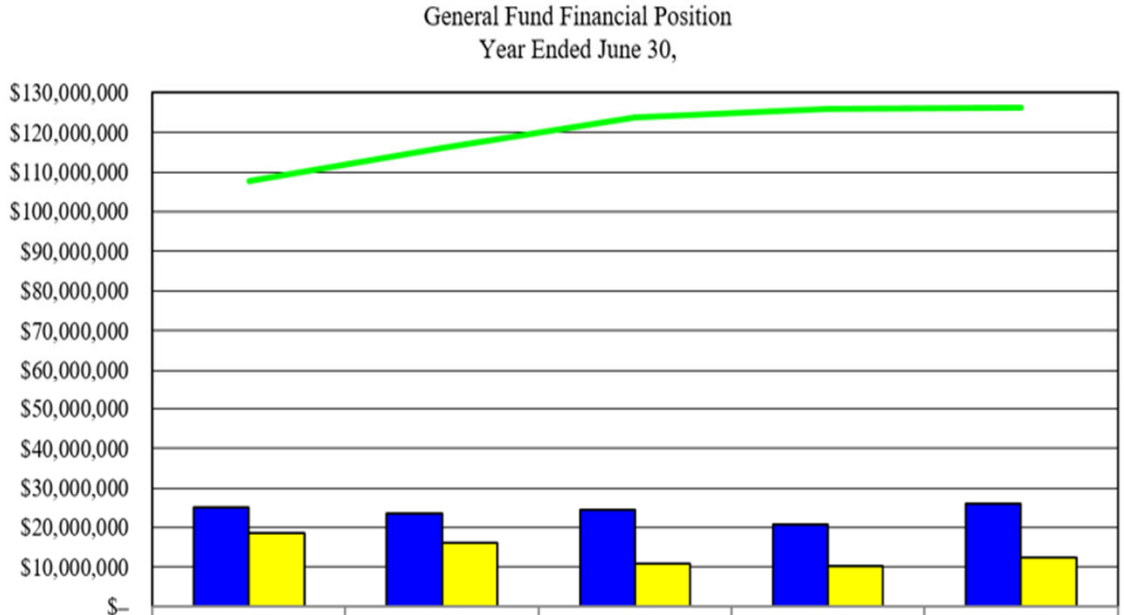
# GOVERNMENTAL FUNDS EXPENDITURES BY TYPE

LB | CARLSON

**Governmental Funds Expenditures by Type**

| | 2026 | | 2025 | | Year-to-Year Change | |
|---|---|---|---|---|---|---|
| | Expenditures | Percent of Total | Expenditures | Percent of Total | Dollar Change | Percent Change |
| Current | | | | | | |
| Administration and district support | $ 9,443,049 | 6.0 % | $ 8,937,457 | 5.7 % | $ 505,592 | 5.7 % |
| Regular instruction | 55,297,880 | 35.2 | 57,085,163 | 36.6 | (1,787,283) | (3.1) % |
| Special and vocational education instruction | 28,163,409 | 17.9 | 26,813,151 | 17.2 | 1,350,258 | 5.0 % |
| Community education instruction | 13,517 | – | 12,007 | – | 1,510 | 12.6 % |
| Instructional support services | 9,309,494 | 5.9 | 10,193,955 | 6.5 | (884,461) | (8.7) % |
| Pupil support services | 12,497,373 | 8.0 | 12,119,889 | 7.8 | 377,484 | 3.1 % |
| Sites, buildings, and other | 10,260,925 | 6.5 | 9,247,388 | 5.9 | 1,013,537 | 11.0 % |
| Food service | 6,263,443 | 4.0 | 6,411,038 | 4.1 | (147,595) | (2.3) % |
| Community service | 7,593,243 | 4.8 | 7,295,449 | 4.7 | 297,794 | 4.1 % |
| Total current | 138,842,333 | 88.3 | 138,115,497 | 88.5 | 726,836 | 0.5 % |
| Capital outlay | 116,349 | 0.1 | 113,249 | – | 3,100 | 2.7 % |
| Debt service | 18,195,845 | 11.6 | 17,889,797 | 11.5 | 306,048 | 1.7 % |
| Total expenditures | $ 157,154,527 | 100.0 % | $ 156,118,543 | 100.0 % | $ 1,035,984 | 0.7 % |

# General Fund
# Financial Position – Trend Analysis




| | 2022 | 2023 | 2024 | 2025 | 2026 |
|---|---|---|---|---|---|
| Cash and Investments | $25,096,056 | $23,716,901 | $24,401,330 | $20,677,323 | $25,905,906 |
| Unrestricted Fund Balance | $18,663,494 | $16,287,140 | $11,048,935 | $10,135,209 | $12,461,750 |
| Expenditures | $107,755,132 | $116,092,136 | $123,901,616 | $125,906,358 | $126,280,817 |

# General Fund
# Financial Position – Trend Analysis

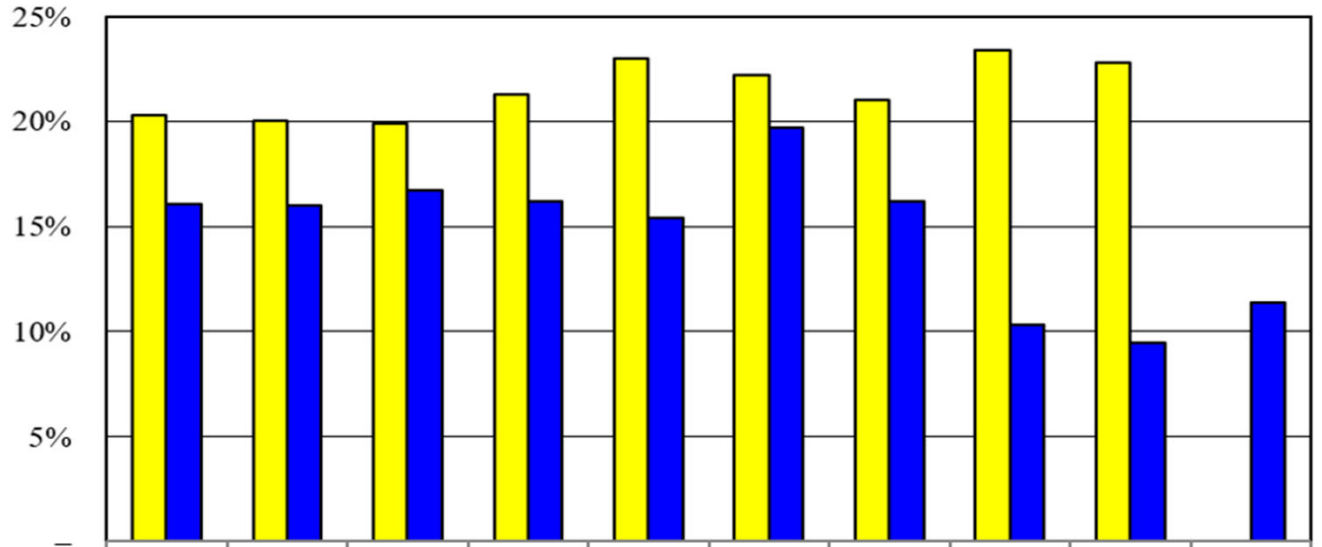
LB | CARLSON

| | June 30, | | | | |
|---|---|---|---|---|---|
| | 2022 | 2023 | 2024 | 2025 | 2026 |
| Nonspendable fund balances | $ 337,873 | $ 199,976 | $ 231,408 | $ 134,164 | $ 145,453 |
| Restricted fund balances (1) | 3,013,679 | 2,812,203 | 3,672,308 | 3,260,788 | 5,116,230 |
| Unrestricted fund balances | | | | | |
| Assigned | 7,332,842 | 2,651,325 | 1,081,426 | 525,332 | 752,684 |
| Unassigned | 11,330,652 | 13,635,815 | 9,967,509 | 9,609,877 | 11,709,066 |
| Total fund balance | $ 22,015,046 | $ 19,299,319 | $ 14,952,651 | $ 13,530,161 | $ 17,723,433 |
| Unrestricted fund balances as a percentage of expenditures | 17.3% | 14.0% | 8.9% | 8.0% | 9.9% |
| Unassigned fund balances as a percentage of expenditures | 10.5% | 11.7% | 8.1% | 7.6% | 9.3% |

(1) Includes deficits in restricted fund balance accounts allowed to accumulate deficits under UFARS, which are part of unassigned fund balance on the accounting principles generally accepted in the United States of America-based financial statements.

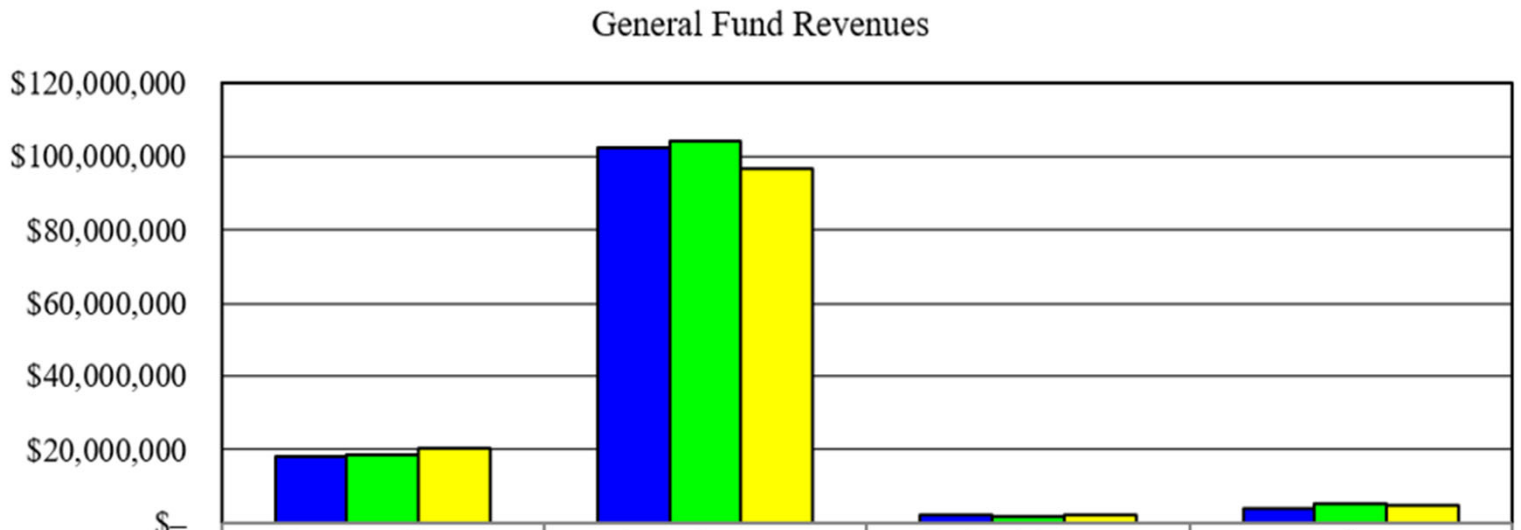
# STATE-WIDE FUND BALANCES

State-Wide Unrestricted Operating Fund Balance
as a Percentage of Operating Expenditures



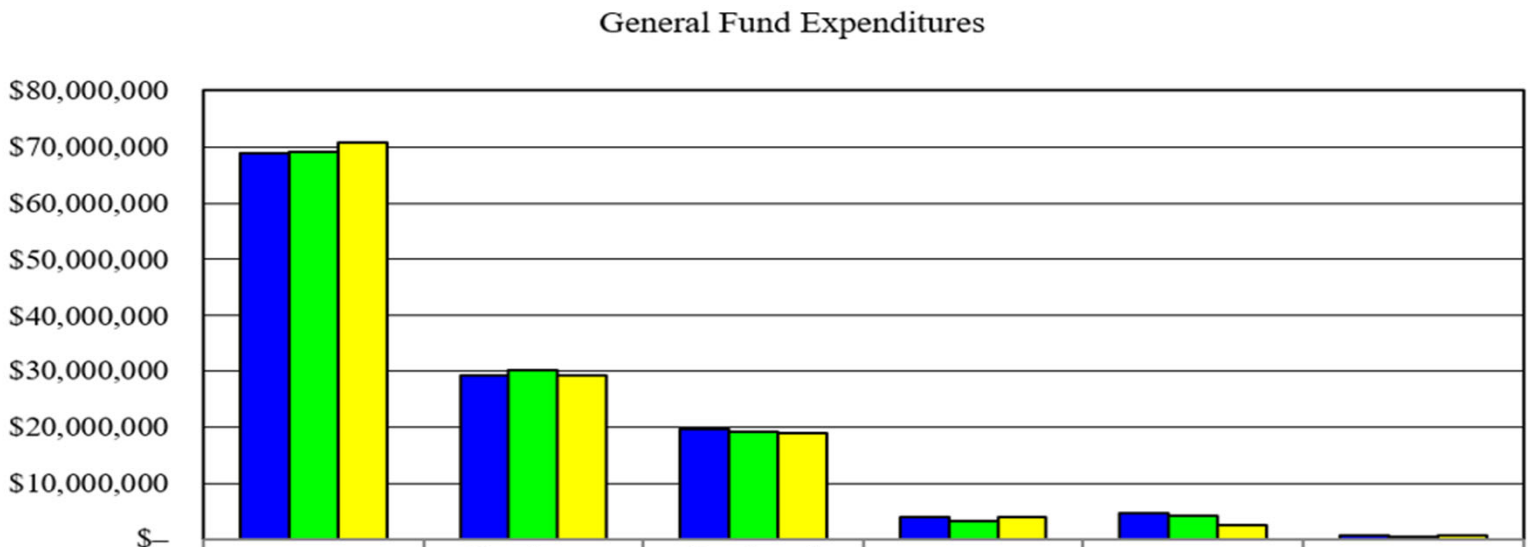

| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 |
|---|---|---|---|---|---|---|---|---|---|---|
| State-Wide | 20.3% | 20.0% | 19.9% | 21.3% | 23.0% | 22.2% | 21.0% | 23.4% | 22.8% | – |
| ISD No. 719 | 16.1% | 16.0% | 16.7% | 16.2% | 15.4% | 19.7% | 16.2% | 10.3% | 9.5% | 11.4% |

# General Fund Revenues



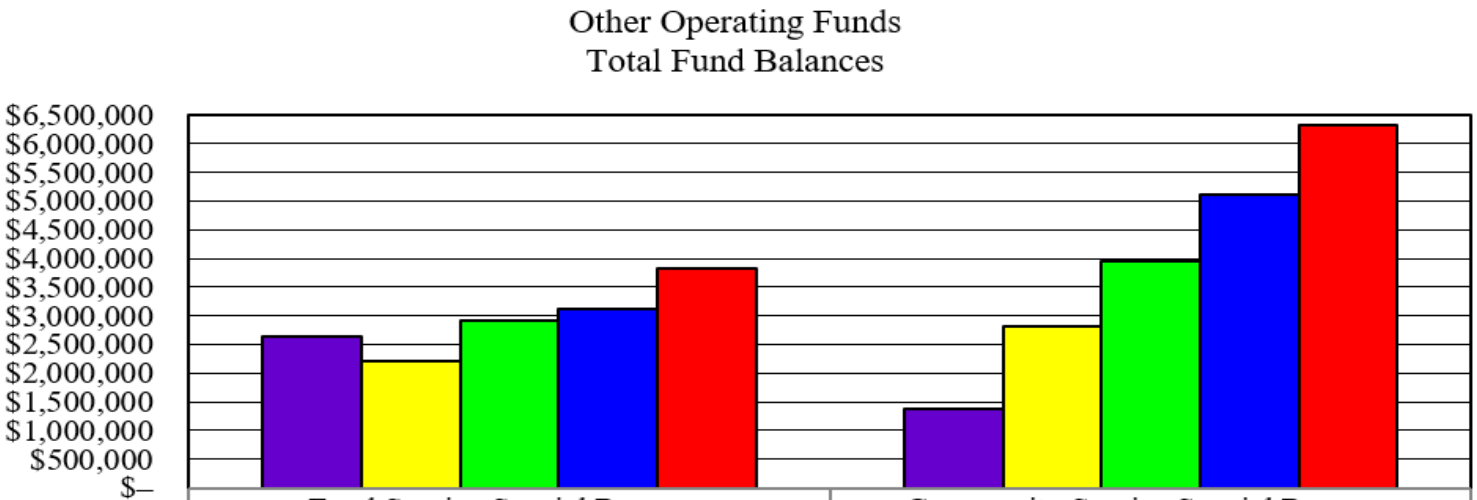

| | Property Taxes | State Sources | Federal Sources | Other |
|---|---|---|---|---|
| Budget | $18,156,650 | $102,155,959 | $2,174,384 | $4,280,184 |
| Actual | $18,497,168 | $104,193,223 | $1,838,082 | $5,201,196 |
| Prior Year | $20,337,890 | $96,833,509 | $2,419,053 | $4,891,822 |

# General Fund Expenditures




| | Salaries | Employee Benefits | Purchased Services | Supplies | Capital | Other |
|---|---|---|---|---|---|---|
| Budget | $68,940,374 | $29,166,120 | $19,697,736 | $3,897,672 | $4,599,539 | $597,734 |
| Actual | $69,077,007 | $30,049,847 | $19,249,607 | $3,269,547 | $4,217,189 | $417,620 |
| Prior Year | $70,650,549 | $29,142,796 | $18,968,308 | $3,856,142 | $2,652,427 | $636,136 |

# Other Governmental Funds




| | Food Service Special Revenue | Community Service Special Revenue |
|---|---|---|
| 2022 | $2,650,299 | $1,375,746 |
| 2023 | $2,222,545 | $2,816,913 |
| 2024 | $2,923,495 | $3,962,897 |
| 2025 | $3,118,109 | $5,119,871 |
| 2026 | $3,825,388 | $6,334,378 |

# SUMMARY

- Clean Opinion on Financial Statements
- No Findings to Report
- Annual Comprehensive Financial Report
- Follow-up on Single Audit of Federal Awards
- Changes in General Fund Balances
- General Fund Balance Policy
- Other Operating Fund Balances
- Implemented New Accounting Standard
- Commitment to Audit Process and Results

| PRIOR LAKE-SAVAGE AREA SCHOOLS | | | | | | | |
|---|---|---|---|---|---|---|---|
| AUDITED FUND BALANCES THROUGH JUNE 30, 2026 | | | | | | | |
| | 6/30/25 | 2025-26 | TRANSFERS | 2025-26 | TRANSFERS | 6/30/26 | |
| | AUDITED | AUDITED | INTO | AUDITED | OUT OF | AUDITED | |
| FUND DESCRIPTION | BALANCE | REVENUES | FUNDS | EXPENDITURES | FUNDS | BALANCE | |
| GENERAL FUND | | | | | | | |
| **A. UNASSIGNED - OPERATING** | $9,609,877 | $113,553,060 | $0 | $110,970,252 | $483,619 | $11,709,066 | *9.33%* |
| **NONSPENDABLE** | 134,164 | 11,289 | 0 | 0 | 0 | 145,453 | *0.12%* |
| **ASSIGNED-CASH FLOW** | 472,500 | 227,500 | 0 | 0 | 0 | 700,000 | |
| **ASSIGNED - CLASS SIZE REDUCTION** | 0 | 0 | 0 | 0 | 0 | 0 | |
| **ASSIGNED-INNOVATIVE PROGRAMS** | 0 | 0 | 0 | 0 | 0 | 0 | |
| **ASSIGNED-SITE CARRYOVER** | 52,832 | 50,000 | 0 | 50,148 | 0 | 52,684 | *0.60%* |
| **TOTAL** | **$10,269,373** | **$113,841,849** | **$0** | **$111,020,400** | **$483,619** | **$12,607,203** | |
| | | | | | | **10.04%** | |
| **B. RESTRICTED FOR** | | | | | | | |
| STUDENT ACTIVITIES | $176,715 | $205,535 | $0 | $216,938 | $0 | $165,312 | |
| AREA LEARNING CENTER/TARGETED SVC | 21,150 | 1,297,515 | 0 | 1,243,017 | 0 | 75,648 | |
| STAFF DEVELOPMENT | 0 | 1,405,753 | | 1,380,736 | 0 | 25,017 | |
| ALT TEACHER COMP | 0 | 2,240,808 | 0 | 2,167,784 | 0 | 73,024 | |
| MEDICAL ASSISTANCE | 383,509 | 1,401,953 | 0 | 213,698 | 0 | 1,571,764 | |
| LEARNING AND DEVELOPMENT | 0 | 1,820,010 | 0 | 1,369,276 | 0 | 450,734 | |
| GIFTED & TALENTED | 0 | 122,141 | 248,347 | 370,488 | 0 | 0 | |
| LITERACY INCENTIVE AID | 136,057 | 429,449 | 0 | 219,930 | 0 | 345,576 | |
| READ ACT - TRAINING AID | 350,403 | 0 | 0 | 227,519 | 0 | 122,884 | |
| READ ACT - TEACHERS COMP | 81,538 | 0 | 0 | 25,759 | 0 | 55,779 | |
| STU SUPPORT PERSONNEL AID (& COOP) | 27,775 | 279,406 | 0 | 125,353 | 0 | 181,828 | |
| SCHOOL LIBRARY AID | 5,079 | 94,608 | 0 | 94,166 | 0 | 5,521 | |
| AMERICAN INDIAN EDUCATION | 24,876 | 122,175 | (17,531) | 129,520 | 0 | 0 | |
| BASIC SKILLS (EL) | 17,961 | 428,336 | 196,762 | 643,059 | 0 | 0 | |
| BASIC SKILLS (EL & COMPENSATORY) | 159,976 | 1,526,929 | 0 | 1,628,907 | 0 | 57,998 | |
| ACHIEVEMENT AND INTEGRATION | 0 | 876,881 | 56,041 | 932,922 | 0 | 0 | |
| SAFE SCHOOLS | 27,873 | 328,355 | 0 | 305,473 | 0 | 50,755 | |
| LONG TERM FACILITY MAINTENANCE | 1,847,876 | 1,257,307 | 0 | 1,489,961 | 0 | 1,615,222 | |
| OPERATING CAPITAL | 0 | 2,050,659 | 0 | 1,731,491 | 0 | 319,168 | |
| **TOTAL RESTRICTED** | **$3,260,788** | **$15,887,820** | **$483,619** | **$14,515,997** | **$0** | **$5,116,230** | *4.08%* |
| | | | | | | | |
| **TOTAL GENERAL FUND (01)** | **$13,530,161** | **$129,729,669** | **$483,619** | **$125,536,397** | **$483,619** | **$17,723,433** | |
| | | | | | | | |
| | | | | | | | |
| **TOTAL FOOD SERVICE (02)** | **$3,118,109** | **$7,065,352** | **$0** | **$6,358,073** | **$0** | **$3,825,388** | |
| | | | | | | | |
| **TOTAL COMMUNITY EDUCATION (04)** | **$5,119,871** | **$8,829,469** | **$0** | **$7,614,962** | **$0** | **$6,334,378** | |
| | | | | | | | |
| **TOTAL DEBT SERVICE FUND (07)** | **$4,539,046** | **$16,843,741** | **$0** | **$16,900,675** | **$0** | **$4,482,112** | |
| | | | | | | | |
| **TOTAL TRUST FUND (08)** | **$5,506,934** | **$981,469** | **$0** | **$32,689** | **$0** | **$6,455,714** | |
| | | | | | | | |
| **TOTAL CUSTODIAL FUND (18)** | **$0** | **$12,000** | **$0** | **$12,000** | **$0** | **$0** | |
| | | | | | | | |
| **TOTAL INTERNAL SERVICE FUND (20)** | **$9,544,439** | **$20,489,695** | **$0** | **$20,173,028** | **$0** | **$9,861,106** | |
| | | | | | | | |
| **TOTAL REVOCABLE TRUST* (OPEB 25)** | **-$7,325,276** | **$996,906** | **$0** | **$979,108** | **$0** | **-$7,307,478** | |

# General Funds (01, 05, 50)

## Revenue Summary

| Fund | FY2026 Budget | FY2026 YTD Actuals | YTD as % of Budget FY2026 |
|---|---|---|---|
| Local Sources | $18,156,650 | $18,497,168 | 2% |
| State Sources | $102,155,959 | $104,193,222 | 2% |
| Federal Sources | $2,174,384 | $1,838,081 | -15% |
| Other | $4,284,184 | $5,397,960 | 26% |
| **Total** | **$126,771,177** | **$129,926,431** | **2%** |

## Expenditure Summary

| Fund | FY2026 Budget | FY2026 YTD Actuals | YTD as % of Budget FY2026 |
|---|---|---|---|
| Salaries | $68,940,374 | $69,077,006 | 0% |
| Benefits | $29,166,120 | $30,049,846 | 3% |
| Purchased Services | $19,671,736 | $19,225,607 | -2% |
| Supplies & Materials | $3,923,672 | $3,293,547 | -16% |
| Capital Expenditures | $3,824,939 | $3,442,588 | -10% |
| Other Expenses | $597,734 | $644,565 | 8% |
| **Total** | **$126,124,575** | **$125,733,159** | **0%** |

## Summary

| General Fund | Budget | YTD Actuals | Difference |
|---|---|---|---|
| **Grand Total** | **$646,602** | **$4,193,272** | **$3,546,670** |

## Budget and Actual

| | FY2026 Budgeted Amounts | | YTD Actual Amounts | | |
|---|---|---|---|---|---|
| | Original | Final | FY2026 | | % Change |
| **Revenues** | | | | | |
| Local Sources | | | | | |
| Property taxes | $17,859,519 | $18,156,650 | $18,497,168 | $340,518 | 2% |
| Investment earnings (losses) | $100,000 | $830,504 | $883,486 | $52,982 | 6% |
| Other local and county revenues | $3,620,634 | $3,453,680 | $4,514,474 | $1,060,794 | 31% |
| State sources (excluding Special Education) | $80,042,235 | $81,024,418 | $81,024,939 | $521 | 0% |
| State sources (Special Education only) | $17,731,541 | $21,131,541 | $23,168,283 | $2,036,742 | 10% |
| Federal sources | $1,939,354 | $2,174,384 | $1,838,081 | ($336,303) | -15% |
| **Total Revenues** | **$121,293,283** | **$126,771,177** | **$129,926,431** | **$3,155,254** | **2%** |
| **Expenditures** | | | | | |
| Administration | $3,561,256 | $3,476,035 | $3,519,039 | ($43,004) | 1% |
| District support services | $5,810,990 | $5,810,993 | $5,830,929 | ($19,936) | 0% |
| Elementary and secondary regular instruction | $54,609,184 | $55,108,286 | $55,494,641 | ($386,355) | 1% |
| Vocational education instruction | $875,045 | $1,372,292 | $1,437,416 | ($65,124) | 5% |
| Special education instruction | $26,351,407 | $26,378,683 | $26,725,993 | ($347,310) | 1% |
| Community Eduction Services | $0 | $9,000 | $13,517 | ($4,517) | - |
| Instructional support services | $9,696,873 | $10,207,280 | $9,309,494 | $897,786 | -9% |
| Pupil support services | $3,515,647 | $3,744,614 | $3,744,019 | $595 | 0% |
| Pupil support services (Transportation) | $7,134,797 | $8,911,502 | $8,873,391 | $38,111 | 0% |
| Sites and buildings | $10,420,522 | $10,105,890 | $9,845,915 | $259,975 | -3% |
| Fiscal and other fixed program cost programs | $1,200,000 | $1,000,000 | $938,805 | $61,195 | -6% |
| **Total Expenditures** | **$123,175,721** | **$126,124,575** | **$125,733,159** | $391,416 | **0%** |
| **Fund Balances** | | | | | |
| 30-Jun-24 | | | $14,952,651 | | |
| 30-Jun-25 | | | $13,208,585 | | |
| **30-Jun-26** | | | **$17,723,433** | | |

# Department Analysis

## Elementary and secondary regular instruction

| | Budgeted Amounts | | Actual Amounts | | |
|---|---|---|---|---|---|
| | Original | Final | FY2026 | Amount Difference | % Difference |
| Salaries | $ 35,224,062 | $ 34,701,302 | $ 34,876,235 | $ (174,933) | 101% |
| Benefits | $ 14,187,452 | $ 14,678,717 | $ 14,929,371 | $ (250,654) | 102% |
| Services | $ 3,197,765 | $ 4,158,505 | $ 3,937,074 | $ 221,431 | 95% |
| Supplies | $ 1,744,555 | $ 1,316,226 | $ 1,247,402 | $ 68,824 | 95% |
| Equipment | $ 1,700 | $ 46,276 | $ 93,073 | $ (46,797) | 201% |
| Other | $ 253,650 | $ 207,260 | $ 411,486 | $ (204,226) | 199% |
| **Totals** | **$ 54,609,184** | **$ 55,108,286** | **$ 55,494,641** | **$ (386,355)** | **101%** |

## Special education instruction

| | Budgeted Amounts | | Actual Amounts | | |
|---|---|---|---|---|---|
| | Original | Final | FY2026 | Amount Difference | % Difference |
| Salaries | $ 17,216,704 | $ 16,611,730 | $ 16,857,163 | $ (245,433) | 101% |
| Benefits | $ 7,221,928 | $ 7,418,496 | $ 7,815,512 | $ (397,016) | 105% |
| Services | $ 1,440,523 | $ 1,729,538 | $ 1,830,317 | $ (100,779) | 106% |
| Supplies | $ 198,707 | $ 347,982 | $ 136,944 | $ 211,038 | 39% |
| Equipment | $ 18,545 | $ 20,567 | $ 8,037 | $ 12,530 | 39% |
| Other | $ 255,000 | $ 250,370 | $ 78,021 | $ 172,349 | 31% |
| **Totals** | **$ 26,351,407** | **$ 26,378,683** | **$ 26,725,994** | **$ (347,311)** | **101%** |

| Purchase Orders open and closed that have not yet been reported to the Board of Education , open and closed | | | | 11/09/2026 | | |
|---|---|---|---|---|---|---|
| **Vendor** | **PO Number** | **Batch** | **Description** | **Invoice Date PO post date** | **Net Amount** | **Date Reported to Board** |
| INNOVATIVE OFFICE SOLUTIONS, LLC | 0042700152 | 26.27 | Carpet for Community Ed Office & Flex space | 10/23/2026 | 61,246.66 | 11.09.26 |
| KRUEGER EXCAVATING INC | 8102700183 | 26.27 | TOMS cement/pipe/excavating work | 10/21/2026 | 39,968.75 | 11.09.26 |
| STAPLES OIL CO. | 8102700235 | 26.27 | PLHS Diesel MN Inspection | 10/28/2026 | 29,962.08 | 11.09.26 |
| | | | | | | |
| | | | | | | |
| ** Contract approved by Board of Education 12/08/2025 | | | | | | |







JULY

# 2026

# FINANCIAL BOARD REPORT

*Unaudited

**PREPARED BY:**

The Business Services Department

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# Monthly Highlights – July 2026

## Fund Balances

The July 31, 2026 General Fund Balance is $15,850,938 (12.2%). Which consists of the unassigned estimated at $10,571,495 (8.14%); assigned at $752,684 (0.58%); non-spendable at $145,453 (0.11%); restricted at $4,381,305 (3.37%) District policy states that we will strive for an unassigned portion of the General Fund balance to be at least 8%. Due to the timing of recording revenue and expenditures, fund balance fluctuates throughout the year. Other fund balances as of July 31, 2026 are as follows:

- Food Service: $3,817,050
- Community Service: $6,832,877
- Debt Service: ($3,331,036)

## Revenues

General Fund revenue during the month of July was $1,561,863. Year to date general fund revenue as of July 31, 2026 was $1,561,863 compared to $713,184 the previous fiscal year. Revenue activity in other funds during the month of July are as follows:

- Food Service: $83,905
- Community Service: $1,056,295
- Debt Service: $66,399

## Cash and Investments

Governmental fund net cash receipts during the month of July totaled $2,785,465. The breakdown by fund is as follows:

- General: $1,876,419
- Food Service: $107,736
- Community Service: $734,911
- Debt Service: $66,399

The District's fair market investment balance as of July 31, 2026 was $51,905,249.

## Expenditures

General Fund expenditures during the month of July totaled $3,434,358. Expenditures were made in the following categories:

- Salaries & Benefits: $1,743,707
- Purchased Services: $289,710
- Supplies & Materials: $458,687
- Capital Expenditures: $913,400
- Other Expenditures: $28,854

Expenditures in other Governmental funds during the month of July are as follows:

- Food Service: $92,242
- Community Service: $557,796
- Debt Service: $1,217,475

Year-to-date General Fund expenditures as of July 31, 2026 were $3,434,358 compared to $4,558,296 the previous fiscal year.

**Independent School District 719**
**Year-To-Date (YTD) Cash Flow Report**
**General Fund**
**Month Ended July 31, 2026**

| | | | | | |
|---|---|---|---|---|---|
| **Beginning Monthly Fund Balance** | | | **$ 17,723,432** | | |
| | **FY 2026-2027 Budgeted Amounts** | | **YTD** | **Over / (Under)** | |
| | **Original** | **Final** | **Actual Amounts** | **Budget** | **% of Budget** |
| **Revenues** | | | | | |
| Local Sources | | | | | |
| Property taxes | $ 18,285,067 | $ 18,285,067 | $ - | $ (18,285,067) | 0% |
| Investment earnings (losses) | $ 900,000 | $ 900,000 | $ (403,838) | $ (1,303,838) | -45% |
| Other | $ 5,728,477 | $ 5,728,477 | $ 745,765 | $ (4,982,712) | 13% |
| State sources | $ 103,654,613 | $ 103,654,613 | $ 1,338,041 | $ (102,316,572) | 1% |
| Federal sources | $ 1,779,429 | $ 1,779,429 | $ (118,105) | $ (1,897,534) | -7% |
| **Total Revenues** | **$ 130,347,586** | **$ 130,347,586** | **$ 1,561,863** | **$ (128,785,723)** | **1%** |
| **Expenditures by Department** | | | | | |
| Administration | $ 3,293,984 | $ 3,293,984 | $ 322,852 | $ (2,971,132) | 10% |
| District support services | $ 5,981,177 | $ 5,996,557 | $ 800,751 | $ (5,195,806) | 13% |
| Elementary and secondary regular instruction | $ 55,964,597 | $ 56,522,602 | $ 115,539 | $ (56,407,063) | 0% |
| Vocational education instruction | $ 1,347,983 | $ 1,347,983 | $ - | $ (1,347,983) | 0% |
| Special education instruction | $ 29,080,071 | $ 29,080,071 | $ 146,858 | $ (28,933,213) | 1% |
| Community Education Services | $ 15,000 | $ 15,000 | $ - | $ (15,000) | 0% |
| Instructional support services | $ 9,445,977 | $ 9,287,522 | $ 963,789 | $ (8,323,733) | 10% |
| Pupil support services | $ 13,141,928 | $ 13,141,128 | $ 70,205 | $ (13,070,923) | 1% |
| Sites and buildings | $ 10,635,966 | $ 10,221,836 | $ 963,027 | $ (9,258,809) | 9% |
| Fiscal and other fixed program cost programs | $ 970,718 | $ 970,718 | $ 51,336 | $ (919,382) | 5% |
| **Total Expenditures** | **$ 129,877,401** | **$ 129,877,401** | **$ 3,434,358** | **$ (126,443,043)** | **3%** |
| Excess (deficiency) of revenues over expenditures | $ 470,185 | $ 470,185 | $ (1,872,495) | $ (2,342,680) | |
| **Net Change in Fund Balance** | **$ 470,185** | **$ 470,185** | **$ (1,872,495)** | **$ (2,342,680)** | |
| **Month Ending Calculated Fund Balance (Cash Basis)** | | | **$ 15,850,937** | | |

| | **FY 2026-2027 Budgeted Amounts** | | **YTD** | **Over / (Under)** | |
|---|---|---|---|---|---|
| | **Original** | **Final** | **Actual Amounts** | **Budget** | **% of Budget** |
| **Expenditures by Type** | | | | | |
| Salaries | $ 70,065,835 | $ 70,260,004 | $ 896,524 | $ (69,363,480) | 1% |
| Benefits | $ 31,763,289 | $ 31,852,375 | $ 847,183 | $ (31,005,192) | 3% |
| Purchased Services | $ 19,326,965 | $ 19,523,355 | $ 289,710 | $ (19,233,645) | 1% |
| Supplies & Materials | $ 3,384,762 | $ 3,345,037 | $ 458,687 | $ (2,886,350) | 14% |
| Capital Expenditures | $ 4,681,644 | $ 4,244,554 | $ 913,400 | $ (3,331,154) | 22% |
| Other Expenses | $ 654,906 | $ 652,076 | $ 28,854 | $ (623,222) | 4% |
| **Total Expenditures** | **$ 129,877,401** | **$ 129,877,401** | **$ 3,434,358** | **$ (126,443,043)** | **3%** |

**General Fund**
***2026-2027 Cash Flow Summary***

| | July Actual | August Actual | September Actual | October Projected | November Projected | December Projected | January Projected | February Projected | March Projected | April Projected | May Projected | June Projected | Year To Date Actual | Year End Budgeted |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Beginning Fund Balance** | **$17,723,433** | **$15,850,937** | **$29,381,567** | **$30,218,671** | **$27,020,123** | **$23,389,581** | **$24,143,896** | **$24,766,095** | **$24,926,698** | **$27,100,970** | **$27,552,975** | **$33,625,908** | **$17,723,433** | **$17,723,433** |
| **Revenue** | | | | | | | | | | | | | | |
| Local Sources | $0 | $0 | $0 | $3,674,851 | $4,020,793 | $999,820 | $109,855 | $0 | $0 | $0 | $4,822,021 | $4,657,726 | $0 | $18,285,067 |
| State Sources | 1,338,041 | 16,290,721 | 10,240,063 | 4,879,756 | 2,236,338 | 9,392,770 | 10,139,494 | 9,550,573 | 11,596,911 | 12,160,120 | 10,898,996 | 4,930,830 | 1,338,041 | 103,654,613 |
| Federal Sources | -118,105 | 109,796 | 8,309 | 94 | 508,098 | 105,984 | 1,802 | 214,665 | 44,140 | 0 | 535,118 | 369,528 | -118,105 | 1,779,429 |
| Other | 341,927 | 357,739 | 655,188 | 836,926 | 740,514 | 604,317 | 733,961 | 668,064 | 672,251 | 451,531 | 387,079 | 178,980 | 341,927 | 6,628,477 |
| **Total Revenue** | **$1,561,863** | **$16,758,256** | **$10,903,560** | **$9,391,627** | **$7,505,743** | **$11,102,892** | **$10,985,112** | **$10,433,302** | **$12,313,302** | **$12,611,650** | **$16,643,214** | **$10,137,064** | **$1,561,863** | **$130,347,586** |
| **Expenditures** | | | | | | | | | | | | | | |
| Salaries | $896,524 | $971,518 | $5,440,908 | $6,173,888 | $5,652,455 | $5,768,218 | $5,561,024 | $5,942,902 | $5,579,853 | $6,630,908 | $6,096,747 | $15,545,061 | $896,524 | $70,260,004 |
| Benefits | 847,183 | 20,708 | 2,438,032 | 3,865,637 | 2,425,464 | 2,465,519 | 2,609,823 | 2,476,111 | 2,425,552 | 3,034,251 | 2,550,046 | 6,694,050 | 847,183 | 31,852,375 |
| Purchased Services | 289,710 | 1,147,468 | 664,175 | 1,605,445 | 2,540,852 | 1,597,728 | 1,596,878 | 1,688,313 | 1,904,894 | 2,338,645 | 1,727,745 | 2,421,503 | 289,710 | 19,523,355 |
| Supplies & Materials | 458,687 | 556,871 | 610,601 | 559,333 | 184,260 | 198,278 | 143,897 | 87,328 | 107,169 | 85,860 | 137,107 | 215,647 | 458,687 | 3,345,037 |
| Capital Expenditures | 913,400 | 499,836 | 894,253 | 367,583 | 326,343 | 305,839 | 447,955 | 77,052 | 119,710 | 65,453 | 58,635 | 168,496 | 913,400 | 4,244,554 |
| Other Expenses | 28,854 | 31,225 | 18,486 | 18,289 | 6,913 | 12,996 | 3,337 | 994 | 1,852 | 4,530 | 0 | 524,601 | 28,854 | 652,076 |
| **Total Expenditures** | **$3,434,358** | **$3,227,626** | **$10,066,455** | **$12,590,175** | **$11,136,286** | **$10,348,576** | **$10,362,913** | **$10,272,699** | **$10,139,030** | **$12,159,646** | **$10,570,281** | **$25,569,357** | **$3,434,358** | **$129,877,402** |
| **Cash Flow Summary** | | | | | | | | | | | | | | |
| Revenues (Cash In) | $1,561,863 | $16,758,256 | $10,903,560 | $9,391,627 | $7,505,743 | $11,102,892 | $10,985,112 | $10,433,302 | $12,313,302 | $12,611,650 | $16,643,214 | $10,137,064 | $1,561,863 | $130,347,586 |
| Expenditures (Cash Out) | 3,434,358 | 3,227,626 | 10,066,455 | 12,590,175 | 11,136,286 | 10,348,576 | 10,362,913 | 10,272,699 | 10,139,030 | 12,159,646 | 10,570,281 | 25,569,357 | 3,434,358 | 129,877,402 |
| Adjustments | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Net Cash Flow** | **-$1,872,495** | **$13,530,630** | **$837,105** | **-$3,198,548** | **-$3,630,542** | **$754,316** | **$622,199** | **$160,603** | **$2,174,272** | **$452,005** | **$6,072,933** | **-$15,432,294** | **-$1,872,495** | **$470,184** |
| **Ending Fund Balance** | **$15,850,937** | **$29,381,567** | **$30,218,671** | **$27,020,123** | **$23,389,581** | **$24,143,896** | **$24,766,095** | **$24,926,698** | **$27,100,970** | **$27,552,975** | **$33,625,908** | **$18,193,615** | **$15,850,938** | **$18,193,617** |

**General Fund - Financial Forecast**
***For the Period Ending July 31, 2026***

| | Prior YTD (July 2025) | Current YTD | Add: Projections | Annual Forecast | Annual Budget | Variance Over/(Under) | % |
|---|---|---|---|---|---|---|---|
| **Revenue** | | | | | | | |
| Local Sources | $0 | $0 | $18,285,067 | $18,285,067 | $18,285,067 | $0 | **0.0%** |
| State Sources | $1,147,416 | 1,338,041 | 102,316,572 | 103,654,613 | 103,654,613 | 0 | **0.0%** |
| Federal Sources | -$172,625 | (118,105) | 1,897,534 | 1,779,429 | 1,779,429 | 0 | **0.0%** |
| Other | -$261,607 | 341,927 | 6,286,550 | 6,628,477 | 6,628,477 | 0 | **0.0%** |
| **Total Revenue** | **$713,184** | **$1,561,863** | **$128,785,723** | **$130,347,586** | **$130,347,586** | **$0** | **0.0%** |
| **Expenditures** | | | | | | | |
| Salaries | $ 973,910 | $896,524 | $69,363,480 | $70,260,004 | $70,260,004 | $0 | **0.0%** |
| Benefits | $ 862,947 | 847,183 | 31,005,192 | 31,852,375 | 31,852,375 | 0 | **0.0%** |
| Purchased Services | $ 1,063,586 | 289,710 | 19,233,645 | 19,523,355 | 19,523,355 | 0 | **0.0%** |
| Supplies & Materials | $ 468,383 | 458,687 | 2,886,350 | 3,345,037 | 3,345,037 | 0 | **0.0%** |
| Capital Expenditures | $ 1,148,446 | 913,400 | 3,331,154 | 4,244,554 | 4,244,554 | 0 | **0.0%** |
| Other Expenses | $ 41,024 | 28,854 | 623,222 | 652,076 | 652,076 | 0 | **0.0%** |
| **Total Expenditures** | **$4,558,296** | **$3,434,358** | **$126,443,044** | **$129,877,403** | **$129,877,401** | **$0** | **0.0%** |
| **Surplus/(Deficit)** | **-$3,845,112** | **-$1,872,495** | **$2,342,679** | **$470,184** | **$470,184** | | |
| **Fund Balance** | **$20,169,534** | **$15,850,938** | | **$18,193,617** | **$18,193,617** | **$0** | |

**Independent School District 719**
**Budget and Actual Expenditures - Board of Education**
**Month Ended July 31, 2026**

| Board | FY2027 Budget | YTD Actual Amounts FY2027 | YTD Actual Amounts FY2026 | Variance |
|---|---|---|---|---|
| Salaries | $ 45,000 | $ - | $ - | -% |
| Benefits & Deductions | $ 4,002 | $ - | $ - | -% |
| Contracted Services | $ 53,100 | $ 1 | $ - | -% |
| Supplies | $ 6,000 | $ - | $ - | -% |
| Other/Dues | $ 30,000 | $ 10,620 | $ 29,046 | -63% |
| **Total** | **$ 138,102** | **$ 10,621** | **$ 29,046** | **-63%** |
| | | | | |
| **Elections** | | | | |
| Salaries | $ - | $ - | $ - | -% |
| Extended/Overtime | $ - | $ - | $ - | -% |
| Benefits & Deductions | $ - | $ - | $ - | -% |
| Contracted Services | $ 31,500 | $ - | $ - | -% |
| Supplies | $ - | $ - | $ - | -% |
| Equipment | $ - | $ - | $ - | -% |
| Other/Dues | $ - | $ - | $ - | -% |
| **Total** | **$ 31,500** | **$ -** | **$ -** | **-%** |

**July 2026 Expenditures**

| | |
|---|---|
| Board of Education Salaries | $ - |
| Board of Education Administrative Support Salaries | $ - |
| Benefits & Deductions | $ - |
| Services | $ 1 |
| Supplies & Materials | $ - |
| Dues & Memberships | $ 10,620 |
| **Total** | **$ 10,621** |







PRIOR LAKE-SAVAGE AREA SCHOOLS

AUGUST

# 2026

# FINANCIAL BOARD REPORT

*Unaudited

**PREPARED BY:**

The Business Services Department

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# Monthly Highlights – August 2026

## Fund Balances

The August 31, 2026 General Fund Balance is $29,381,567 (22.62%). Which consists of the unassigned estimated at $25,088,380 (19.32%); assigned at $752,684 (0.58%); non-spendable at $145,453 (0.11%); restricted at $3,395,050 (2.61%) District policy states that we will strive for an unassigned portion of the General Fund balance to be at least 8%. Due to the timing of recording revenue and expenditures, fund balance fluctuates throughout the year. Other fund balances as of August 31, 2026 are as follows:

- Food Service: $3,050,807
- Community Service: $5,392,319
- Debt Service: ($3,441,690)

## Revenues

General Fund revenue during the month of August was $16,758,256. Year to date general fund revenue as of August 31, 2026 was $18,320,119 compared to $17,926,159 the previous fiscal year. Revenue activity in other funds during the month of August are as follows:

- Food Service: $121,644
- Community Service: $983,168
- Debt Service: $114,874

## Cash and Investments

Governmental fund net cash receipts during the month of August totaled $17,408,310. The breakdown by fund is as follows:

- General: $16,787,493
- Food Service: $9,764
- Community Service: $502,143
- Debt Service: $108,910

The District's fair market investment balance as of August 31, 2026 was $58,288,896.

## Expenditures

General Fund expenditures during the month of August totaled $3,227,626. Expenditures were made in the following categories:

- Salaries & Benefits: $992,226
- Purchased Services: $1,147,468
- Supplies & Materials: $556,871
- Capital Expenditures: $499,836
- Other Expenditures: $31,225

Expenditures in other Governmental funds during the month of August are as follows:

- Food Service: $464,427
- Community Service: $606,893
- Debt Service: $0

Year-to-date General Fund expenditures as of August 31, 2026 were $6,661,984 compared to $6,957,111 the previous fiscal year.

**Independent School District 719**
**Year-To-Date (YTD) Cash Flow Report**
**General Fund**
**Month Ended August 31, 2026**

| | | | | | |
|---|---|---|---|---|---|
| **Beginning Monthly Fund Balance** | | | **$ 15,850,937** | | |
| | **FY 2026-2027 Budgeted Amounts** | | **YTD** | **Over / (Under)** | |
| | **Original** | **Final** | **Actual Amounts** | **Budget** | **% of Budget** |
| **Revenues** | | | | | |
| Local Sources | | | | | |
| Property taxes | $ 18,285,067 | $ 18,285,067 | $ - | $ (18,285,067) | 0% |
| Investment earnings (losses) | $ 900,000 | $ 900,000 | $ (288,170) | $ (1,188,170) | -32% |
| Other | $ 5,728,477 | $ 5,728,477 | $ 987,836 | $ (4,740,641) | 17% |
| State sources | $ 103,654,613 | $103,654,613 | $ 17,628,762 | $ (86,025,851) | 17% |
| Federal sources | $ 1,779,429 | $ 1,779,429 | $ (8,309) | $ (1,787,738) | 0% |
| **Total Revenues** | **$ 130,347,586** | **$130,347,586** | **$ 18,320,119** | **$(112,027,467)** | **14%** |
| **Expenditures by Department** | | | | | |
| Administration | $ 3,293,984 | $ 3,298,443 | $ 577,937 | $ (2,720,506) | 18% |
| District support services | $ 5,981,177 | $ 6,005,399 | $ 1,336,438 | $ (4,668,961) | 22% |
| Elementary and secondary regular instruction | $ 55,964,597 | $ 56,497,115 | $ 466,025 | $ (56,031,090) | 1% |
| Vocational education instruction | $ 1,347,983 | $ 1,347,983 | $ (521) | $ (1,348,504) | 0% |
| Special education instruction | $ 29,080,071 | $ 29,080,600 | $ 532,508 | $ (28,548,092) | 2% |
| Community Education Services | $ 15,000 | $ 15,000 | $ - | $ (15,000) | 0% |
| Instructional support services | $ 9,445,977 | $ 9,296,794 | $ 1,115,019 | $ (8,181,775) | 12% |
| Pupil support services | $ 13,141,928 | $ 13,141,623 | $ 245,355 | $ (12,896,268) | 2% |
| Sites and buildings | $ 10,635,966 | $ 10,223,726 | $ 1,462,590 | $ (8,761,136) | 14% |
| Fiscal and other fixed program cost programs | $ 970,718 | $ 970,718 | $ 926,633 | $ (44,085) | 95% |
| **Total Expenditures** | **$ 129,877,401** | **$129,877,401** | **$ 6,661,984** | **$(123,215,417)** | **5%** |
| Excess (deficiency) of revenues over expenditures | $ 470,185 | $ 470,185 | $ 11,658,135 | $ 11,187,950 | |
| **Net Change in Fund Balance** | **$ 470,185** | **$ 470,185** | **$ 11,658,135** | **$ 11,187,950** | |
| **Month Ending Calculated Fund Balance (Cash Basis)** | | | **$ 29,381,567** | | |

| | **FY 2026-2027 Budgeted Amounts** | | **YTD** | **Over / (Under)** | |
|---|---|---|---|---|---|
| | **Original** | **Final** | **Actual Amounts** | **Budget** | **% of Budget** |
| **Expenditures by Type** | | | | | |
| Salaries | $ 70,065,835 | $ 70,239,030 | $ 1,868,042 | $ (68,370,988) | 3% |
| Benefits | $ 31,763,289 | $ 31,852,375 | $ 867,891 | $ (30,984,484) | 3% |
| Purchased Services | $ 19,326,965 | $ 19,571,887 | $ 1,437,178 | $ (18,134,709) | 7% |
| Supplies & Materials | $ 3,384,762 | $ 3,310,998 | $ 1,015,558 | $ (2,295,440) | 31% |
| Capital Expenditures | $ 4,681,644 | $ 4,241,469 | $ 1,413,236 | $ (2,828,233) | 33% |
| Other Expenses | $ 654,906 | $ 661,642 | $ 60,079 | $ (601,563) | 9% |
| **Total Expenditures** | **$ 129,877,401** | **$129,877,401** | **$ 6,661,984** | **$(123,215,417)** | **5%** |

**General Fund**
***2026-2027 Cash Flow Summary***

| | July Actual | August Actual | September Actual | October Projected | November Projected | December Projected | January Projected | February Projected | March Projected | April Projected | May Projected | June Projected | Year To Date Actual | Year End Budgeted |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Beginning Fund Balance** | **$17,723,433** | **$15,850,937** | **$29,381,567** | **$30,218,671** | **$27,020,123** | **$23,389,581** | **$24,143,896** | **$24,766,095** | **$24,926,698** | **$27,100,970** | **$27,552,975** | **$33,625,908** | **$17,723,433** | **$17,723,433** |
| **Revenue** | | | | | | | | | | | | | | |
| Local Sources | $0 | $0 | $0 | $3,674,851 | $4,020,793 | $999,820 | $109,855 | $0 | $0 | $0 | $4,822,021 | $4,657,726 | $0 | $18,285,067 |
| State Sources | 1,338,041 | 16,290,721 | 10,240,063 | 4,879,756 | 2,236,338 | 9,392,770 | 10,139,494 | 9,550,573 | 11,596,911 | 12,160,120 | 10,898,996 | 4,930,830 | 17,628,762 | 103,654,613 |
| Federal Sources | -118,105 | 109,796 | 8,309 | 94 | 508,098 | 105,984 | 1,802 | 214,665 | 44,140 | 0 | 535,118 | 369,528 | -8,309 | 1,779,429 |
| Other | 341,927 | 357,739 | 655,188 | 836,926 | 740,514 | 604,317 | 733,961 | 668,064 | 672,251 | 451,531 | 387,079 | 178,980 | 699,666 | 6,628,477 |
| **Total Revenue** | **$1,561,863** | **$16,758,256** | **$10,903,560** | **$9,391,627** | **$7,505,743** | **$11,102,892** | **$10,985,112** | **$10,433,302** | **$12,313,302** | **$12,611,650** | **$16,643,214** | **$10,137,064** | **$18,320,119** | **$130,347,586** |
| **Expenditures** | | | | | | | | | | | | | | |
| Salaries | $896,524 | $971,518 | $5,440,908 | $6,173,888 | $5,652,455 | $5,768,218 | $5,561,024 | $5,942,902 | $5,579,853 | $6,630,908 | $6,096,747 | $15,545,061 | $1,868,042 | $70,260,004 |
| Benefits | 847,183 | 20,708 | 2,438,032 | 3,865,637 | 2,425,464 | 2,465,519 | 2,609,823 | 2,476,111 | 2,425,552 | 3,034,251 | 2,550,046 | 6,694,050 | 867,891 | 31,852,375 |
| Purchased Services | 289,710 | 1,147,468 | 664,175 | 1,605,445 | 2,540,852 | 1,597,728 | 1,596,878 | 1,688,313 | 1,904,894 | 2,338,645 | 1,727,745 | 2,421,503 | 1,437,178 | 19,523,355 |
| Supplies & Materials | 458,687 | 556,871 | 610,601 | 559,333 | 184,260 | 198,278 | 143,897 | 87,328 | 107,169 | 85,860 | 137,107 | 215,647 | 1,015,558 | 3,345,037 |
| Capital Expenditures | 913,400 | 499,836 | 894,253 | 367,583 | 326,343 | 305,839 | 447,955 | 77,052 | 119,710 | 65,453 | 58,635 | 168,496 | 1,413,236 | 4,244,554 |
| Other Expenses | 28,854 | 31,225 | 18,486 | 18,289 | 6,913 | 12,996 | 3,337 | 994 | 1,852 | 4,530 | 0 | 524,601 | 60,079 | 652,076 |
| **Total Expenditures** | **$3,434,358** | **$3,227,626** | **$10,066,455** | **$12,590,175** | **$11,136,286** | **$10,348,576** | **$10,362,913** | **$10,272,699** | **$10,139,030** | **$12,159,646** | **$10,570,281** | **$25,569,357** | **$6,661,984** | **$129,877,402** |
| **Cash Flow Summary** | | | | | | | | | | | | | | |
| Revenues (Cash In) | $1,561,863 | $16,758,256 | $10,903,560 | $9,391,627 | $7,505,743 | $11,102,892 | $10,985,112 | $10,433,302 | $12,313,302 | $12,611,650 | $16,643,214 | $10,137,064 | $18,320,119 | $130,347,586 |
| Expenditures (Cash Out) | 3,434,358 | 3,227,626 | 10,066,455 | 12,590,175 | 11,136,286 | 10,348,576 | 10,362,913 | 10,272,699 | 10,139,030 | 12,159,646 | 10,570,281 | 25,569,357 | 6,661,984 | 129,877,402 |
| Adjustments | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Net Cash Flow** | **-$1,872,495** | **$13,530,630** | **$837,105** | **-$3,198,548** | **-$3,630,542** | **$754,316** | **$622,199** | **$160,603** | **$2,174,272** | **$452,005** | **$6,072,933** | **-$15,432,294** | **$11,658,135** | **$470,184** |
| **Ending Fund Balance** | **$15,850,937** | **$29,381,567** | **$30,218,671** | **$27,020,123** | **$23,389,581** | **$24,143,896** | **$24,766,095** | **$24,926,698** | **$27,100,970** | **$27,552,975** | **$33,625,908** | **$18,193,615** | **$29,381,568** | **$18,193,617** |

**General Fund - Financial Forecast**
***For the Period Ending August 31, 2026***

| | Prior YTD (August 2025) | Current YTD | Add: Projections | Annual Forecast | Annual Budget | Variance Over/(Under) | % |
|---|---|---|---|---|---|---|---|
| **Revenue** | | | | | | | |
| Local Sources | $0 | $0 | $18,285,067 | $18,285,067 | $18,285,067 | $0 | **0.0%** |
| State Sources | 17,214,855 | 17,628,762 | 86,025,851 | 103,654,613 | 103,654,613 | 0 | **0.0%** |
| Federal Sources | 44,072 | (8,309) | 1,787,738 | 1,779,429 | 1,779,429 | 0 | **0.0%** |
| Other | 667,233 | 699,666 | 5,928,811 | 6,628,477 | 6,628,477 | 0 | **0.0%** |
| **Total Revenue** | **$17,926,160** | **$18,320,119** | **$112,027,467** | **$130,347,586** | **$130,347,586** | **$0** | **0.0%** |
| **Expenditures** | | | | | | | |
| Salaries | $ 2,034,085 | $1,868,042 | $68,391,962 | $70,260,004 | $70,260,004 | $0 | **0.0%** |
| Benefits | 1,236,149 | 867,891 | 30,984,484 | 31,852,375 | 31,852,375 | 0 | **0.0%** |
| Purchased Services | 1,445,017 | 1,437,178 | 18,086,177 | 19,523,355 | 19,523,355 | 0 | **0.0%** |
| Supplies & Materials | 747,205 | 1,015,558 | 2,329,479 | 3,345,037 | 3,345,037 | 0 | **0.0%** |
| Capital Expenditures | 1,443,567 | 1,413,236 | 2,831,318 | 4,244,554 | 4,244,554 | 0 | **0.0%** |
| Other Expenses | 51,088 | 60,079 | 591,997 | 652,076 | 652,076 | 0 | **0.0%** |
| **Total Expenditures** | **$6,957,111** | **$6,661,984** | **$123,215,418** | **$129,877,403** | **$129,877,401** | **$0** | **0.0%** |
| **Surplus/(Deficit)** | **$10,969,049** | **$11,658,135** | **-$11,187,951** | **$470,184** | **$470,184** | | |
| **Fund Balance** | **$20,169,534** | **$29,381,568** | | **$18,193,617** | **$18,193,617** | **$0** | |

**Independent School District 719**
**Budget and Actual Expenditures - Board of Education**
**Month Ended August 31, 2026**

| Board | FY2027 Budget | YTD Actual Amounts FY2027 | YTD Actual Amounts FY2026 | Variance |
|---|---|---|---|---|
| Salaries | $ 45,000 | $ - | $ - | -% |
| Extended/Overtime | $ - | $ - | $ - | -% |
| Benefits & Deductions | $ 4,002 | $ - | $ - | -% |
| Contracted Services | $ 53,100 | $ 2 | $ - | -% |
| Supplies | $ 6,000 | $ - | $ 41 | -100% |
| Other/Dues | $ 30,000 | $ 10,720 | $ 29,046 | -63% |
| **Total** | **$ 138,102** | **$ 10,722** | **$ 29,087** | **-63%** |
| | | | | |
| **Elections** | | | | |
| Salaries | $ - | $ - | $ - | -% |
| Extended/Overtime | $ - | $ - | $ - | -% |
| Benefits & Deductions | $ - | $ - | $ - | -% |
| Contracted Services | $ 31,500 | $ 795 | $ 1,033 | -23% |
| Supplies | $ - | $ - | $ - | -% |
| Equipment | $ - | $ - | $ - | -% |
| Other/Dues | $ - | $ - | $ - | -% |
| **Total** | **$ 31,500** | **$ 795** | **$ 1,033** | **-23%** |

**August 2026 Expenditures**

| | |
|---|---|
| Board of Education Salaries | $ - |
| Board of Education Administrative Support Salaries | $ - |
| Benefits & Deductions | $ - |
| Services | $ 796 |
| Supplies & Materials | $ - |
| Dues & Memberships | $ 100 |
| **Total** | **$ 896** |







PRIOR LAKE-SAVAGE AREA SCHOOLS

**SEPTEMBER**

# 2026

# FINANCIAL BOARD REPORT

*Unaudited

**PREPARED BY:**

The Business Services Department

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# Monthly Highlights – September 2026

## Fund Balances

The September 30, 2026 General Fund Balance is $30,218,671 (23.27%). Which consists of the unassigned estimated at $27,788,831 (21.4%); assigned at $752,684 (0.58%); non-spendable at $145,453 (0.11%); restricted at $1,531,704 (1.18%) District policy states that we will strive for an unassigned portion of the General Fund balance to be at least 8%. Due to the timing of recording revenue and expenditures, fund balance fluctuates throughout the year. Other fund balances as of September 30, 2026 are as follows:

- Food Service: $3,388,195
- Community Service: $6,789,819
- Debt Service: ($3,554,819)

## Revenues

General Fund revenue during the month of September was $10,903,560. Year to date general fund revenue as of September 30, 2026 was $29,223,679 compared to $28,390,491 the previous fiscal year. Revenue activity in other funds during the month of September are as follows:

- Food Service: $121,644
- Community Service: $983,168
- Debt Service: $114,874

## Cash and Investments

Governmental fund net cash receipts during the month of September totaled $12,184,859. The breakdown by fund is as follows:

- General: $10,964,209
- Food Service: $122,608
- Community Service: $983,168
- Debt Service: $114,874

The District's fair market investment balance as of September 30, 2026 was $59,985,613.

## Expenditures

General Fund expenditures during the month of September totaled $10,066,456. Expenditures were made in the following categories:

- Salaries & Benefits: $7,878,940
- Purchased Services: $664,175
- Supplies & Materials: $610,601
- Capital Expenditures: $894,254
- Other Expenditures: $18,486

Expenditures in other Governmental funds during the month of September are as follows:

- Food Service: $464,427
- Community Service: $606,893
- Debt Service: $0

Year-to-date General Fund expenditures as of September 30, 2026 were $16,728,440 compared to $16,394,809 the previous fiscal year.

**Independent School District 719**
**Year-To-Date (YTD) Cash Flow Report**
**General Fund**
**Month Ended September 30, 2026**

| | | | | | |
|---|---|---|---|---|---|
| **Beginning Monthly Fund Balance** | | | **$ 29,381,567** | | |
| | **FY 2026-2027 Budgeted Amounts** | | **YTD** | **Over / (Under)** | |
| | **Original** | **Final** | **Actual Amounts** | **Budget** | **% of Budget** |
| **Revenues** | | | | | |
| Local Sources | | | | | |
| Property taxes | $ 18,285,067 | $ 18,285,067 | $ - | $ (18,285,067) | 0% |
| Investment earnings (losses) | $ 900,000 | $ 900,000 | $ 183,875 | $ (716,125) | 20% |
| Other | $ 5,728,477 | $ 5,728,477 | $ 1,170,979 | $ (4,557,498) | 20% |
| State sources | $ 103,654,613 | $103,654,613 | $ 27,868,825 | $ (75,785,788) | 27% |
| Federal sources | $ 1,779,429 | $ 1,779,429 | $ - | $ (1,779,429) | 0% |
| **Total Revenues** | **$ 130,347,586** | **$130,347,586** | **$ 29,223,679** | **$(101,123,907)** | **22%** |
| **Expenditures by Department** | | | | | |
| Administration | $ 3,293,984 | $ 3,298,443 | $ 846,684 | $ (2,451,759) | 26% |
| District support services | $ 5,981,177 | $ 6,005,399 | $ 1,693,555 | $ (4,311,844) | 28% |
| Elementary and secondary regular instruction | $ 55,964,597 | $ 56,473,462 | $ 4,567,452 | $ (51,906,010) | 8% |
| Vocational education instruction | $ 1,347,983 | $ 1,347,983 | $ 107,696 | $ (1,240,287) | 8% |
| Special education instruction | $ 29,080,071 | $ 29,104,253 | $ 2,742,481 | $ (26,361,772) | 9% |
| Community Education Services | $ 15,000 | $ 15,000 | $ - | $ (15,000) | 0% |
| Instructional support services | $ 9,445,977 | $ 9,296,794 | $ 2,098,348 | $ (7,198,446) | 23% |
| Pupil support services | $ 13,141,928 | $ 13,141,623 | $ 818,672 | $ (12,322,951) | 6% |
| Sites and buildings | $ 10,635,966 | $ 10,223,726 | $ 2,920,474 | $ (7,303,252) | 29% |
| Fiscal and other fixed program cost programs | $ 970,718 | $ 970,718 | $ 933,078 | $ (37,640) | 96% |
| **Total Expenditures** | **$ 129,877,401** | **$129,877,401** | **$ 16,728,440** | **$(113,148,962)** | **13%** |
| Excess (deficiency) of revenues over expenditures | $ 470,185 | $ 470,185 | $ 12,495,239 | $ 12,025,054 | |
| **Net Change in Fund Balance** | **$ 470,185** | **$ 470,185** | **$ 12,495,239** | **$ 12,025,054** | |
| **Month Ending Calculated Fund Balance (Cash Basis)** | | | **$ 30,218,671** | | |

| | **FY 2026-2027 Budgeted Amounts** | | **YTD** | **Over / (Under)** | |
|---|---|---|---|---|---|
| | **Original** | **Final** | **Actual Amounts** | **Budget** | **% of Budget** |
| **Expenditures by Type** | | | | | |
| Salaries | $ 70,065,835 | $ 70,161,738 | $ 7,308,950 | $ (62,852,788) | 10% |
| Benefits | $ 31,763,289 | $ 31,752,854 | $ 3,305,923 | $ (28,446,931) | 10% |
| Purchased Services | $ 19,326,965 | $ 19,772,942 | $ 2,101,353 | $ (17,671,589) | 11% |
| Supplies & Materials | $ 3,384,762 | $ 3,322,860 | $ 1,626,159 | $ (1,696,701) | 49% |
| Capital Expenditures | $ 4,681,644 | $ 4,204,746 | $ 2,307,489 | $ (1,897,257) | 55% |
| Other Expenses | $ 654,906 | $ 662,261 | $ 78,565 | $ (583,696) | 12% |
| **Total Expenditures** | **$ 129,877,401** | **$129,877,401** | **$ 16,728,440** | **$(113,148,962)** | **13%** |

**General Fund**
***2026-2027 Cash Flow Summary***

| | July Actual | August Actual | September Actual | October Projected | November Projected | December Projected | January Projected | February Projected | March Projected | April Projected | May Projected | June Projected | Year To Date Actual | Year End Budgeted |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Beginning Fund Balance** | **$17,723,433** | **$15,850,937** | **$29,381,567** | **$30,218,671** | **$27,020,123** | **$23,389,581** | **$24,143,896** | **$24,766,095** | **$24,926,698** | **$27,100,970** | **$27,552,975** | **$33,625,908** | **$17,723,433** | **$17,723,433** |
| **Revenue** | | | | | | | | | | | | | | |
| Local Sources | $0 | $0 | $0 | $3,674,851 | $4,020,793 | $999,820 | $109,855 | $0 | $0 | $0 | $4,822,021 | $4,657,726 | $0 | $18,285,067 |
| State Sources | 1,338,041 | 16,290,721 | 10,240,063 | 4,879,756 | 2,236,338 | 9,392,770 | 10,139,494 | 9,550,573 | 11,596,911 | 12,160,120 | 10,898,996 | 4,930,830 | 27,868,825 | 103,654,613 |
| Federal Sources | -118,105 | 109,796 | 8,309 | 94 | 508,098 | 105,984 | 1,802 | 214,665 | 44,140 | 0 | 535,118 | 369,528 | 0 | 1,779,429 |
| Other | 341,927 | 357,739 | 655,188 | 836,926 | 740,514 | 604,317 | 733,961 | 668,064 | 672,251 | 451,531 | 387,079 | 178,980 | 1,354,854 | 6,628,477 |
| **Total Revenue** | **$1,561,863** | **$16,758,256** | **$10,903,560** | **$9,391,627** | **$7,505,743** | **$11,102,892** | **$10,985,112** | **$10,433,302** | **$12,313,302** | **$12,611,650** | **$16,643,214** | **$10,137,064** | **$29,223,679** | **$130,347,586** |
| **Expenditures** | | | | | | | | | | | | | | |
| Salaries | $896,524 | $971,518 | $5,440,908 | $6,173,888 | $5,652,455 | $5,768,218 | $5,561,024 | $5,942,902 | $5,579,853 | $6,630,908 | $6,096,747 | $15,545,061 | $7,308,950 | $70,260,004 |
| Benefits | 847,183 | 20,708 | 2,438,032 | 3,865,637 | 2,425,464 | 2,465,519 | 2,609,823 | 2,476,111 | 2,425,552 | 3,034,251 | 2,550,046 | 6,694,050 | 3,305,923 | 31,852,375 |
| Purchased Services | 289,710 | 1,147,468 | 664,175 | 1,605,445 | 2,540,852 | 1,597,728 | 1,596,878 | 1,688,313 | 1,904,894 | 2,338,645 | 1,727,745 | 2,421,503 | 2,101,353 | 19,523,355 |
| Supplies & Materials | 458,687 | 556,871 | 610,601 | 559,333 | 184,260 | 198,278 | 143,897 | 87,328 | 107,169 | 85,860 | 137,107 | 215,647 | 1,626,159 | 3,345,037 |
| Capital Expenditures | 913,400 | 499,836 | 894,253 | 367,583 | 326,343 | 305,839 | 447,955 | 77,052 | 119,710 | 65,453 | 58,635 | 168,496 | 2,307,489 | 4,244,554 |
| Other Expenses | 28,854 | 31,225 | 18,486 | 18,289 | 6,913 | 12,996 | 3,337 | 994 | 1,852 | 4,530 | 0 | 524,601 | 78,565 | 652,076 |
| **Total Expenditures** | **$3,434,358** | **$3,227,626** | **$10,066,455** | **$12,590,175** | **$11,136,286** | **$10,348,576** | **$10,362,913** | **$10,272,699** | **$10,139,030** | **$12,159,646** | **$10,570,281** | **$25,569,357** | **$16,728,439** | **$129,877,402** |
| **Cash Flow Summary** | | | | | | | | | | | | | | |
| Revenues (Cash In) | $1,561,863 | $16,758,256 | $10,903,560 | $9,391,627 | $7,505,743 | $11,102,892 | $10,985,112 | $10,433,302 | $12,313,302 | $12,611,650 | $16,643,214 | $10,137,064 | $29,223,679 | $130,347,586 |
| Expenditures (Cash Out) | 3,434,358 | 3,227,626 | 10,066,455 | 12,590,175 | 11,136,286 | 10,348,576 | 10,362,913 | 10,272,699 | 10,139,030 | 12,159,646 | 10,570,281 | 25,569,357 | 16,728,439 | 129,877,402 |
| Adjustments | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Net Cash Flow** | **-$1,872,495** | **$13,530,630** | **$837,105** | **-$3,198,548** | **-$3,630,542** | **$754,316** | **$622,199** | **$160,603** | **$2,174,272** | **$452,005** | **$6,072,933** | **-$15,432,294** | **$12,495,240** | **$470,184** |
| **Ending Fund Balance** | **$15,850,937** | **$29,381,567** | **$30,218,671** | **$27,020,123** | **$23,389,581** | **$24,143,896** | **$24,766,095** | **$24,926,698** | **$27,100,970** | **$27,552,975** | **$33,625,908** | **$18,193,615** | **$30,218,673** | **$18,193,617** |

**General Fund - Financial Forecast**
***For the Period Ending September 30, 2026***

| | Prior YTD (September 2025) | Current YTD | Add: Projections | Annual Forecast | Annual Budget | Variance Over/(Under) | % |
|---|---|---|---|---|---|---|---|
| **Revenue** | | | | | | | |
| Local Sources | $0 | $0 | $18,285,067 | $18,285,067 | $18,285,067 | $0 | **0.0%** |
| State Sources | 26,896,017 | 27,868,825 | 75,785,788 | 103,654,613 | 103,654,613 | 0 | **0.0%** |
| Federal Sources | 57,870 | 0 | 1,779,429 | 1,779,429 | 1,779,429 | 0 | **0.0%** |
| Other | 1,436,604 | 1,354,854 | 5,273,623 | 6,628,477 | 6,628,477 | 0 | **0.0%** |
| **Total Revenue** | **$28,390,491** | **$29,223,679** | **$101,123,907** | **$130,347,586** | **$130,347,586** | **$0** | **0.0%** |
| **Expenditures** | | | | | | | |
| Salaries | $ 7,529,063 | $7,308,950 | $62,951,054 | $70,260,004 | $70,260,004 | $0 | **0.0%** |
| Benefits | 3,516,634 | 3,305,923 | 28,546,452 | 31,852,375 | 31,852,375 | 0 | **0.0%** |
| Purchased Services | 2,184,133 | 2,101,353 | 17,422,002 | 19,523,355 | 19,523,355 | 0 | **0.0%** |
| Supplies & Materials | 1,017,010 | 1,626,159 | 1,718,878 | 3,345,037 | 3,345,037 | 0 | **0.0%** |
| Capital Expenditures | 2,074,252 | 2,307,489 | 1,937,065 | 4,244,554 | 4,244,554 | 0 | **0.0%** |
| Other Expenses | 73,715 | 78,565 | 573,511 | 652,076 | 652,076 | 0 | **0.0%** |
| **Total Expenditures** | **$16,394,809** | **$16,728,439** | **$113,148,963** | **$129,877,403** | **$129,877,401** | **$0** | **0.0%** |
| **Surplus/(Deficit)** | **$11,995,682** | **$12,495,240** | **-$12,025,056** | **$470,184** | **$470,184** | | |
| **Fund Balance** | **$20,169,534** | **$30,218,673** | | **$18,193,617** | **$18,193,617** | **$0** | |

**Independent School District 719**
**Budget and Actual Expenditures - Board of Education**
**Month Ended September 30, 2026**

| Board | FY2027 Budget | YTD Actual Amounts FY2027 | YTD Actual Amounts FY2026 | Variance |
|---|---|---|---|---|
| Salaries | $ 45,000 | $ - | $ - | -% |
| Extended/Overtime | $ - | $ - | $ - | -% |
| Benefits & Deductions | $ 4,002 | $ - | $ - | -% |
| Contracted Services | $ 53,100 | $ 4,002 | $ - | -% |
| Supplies | $ 6,000 | $ 125 | $ 41 | 210% |
| Other/Dues | $ 30,000 | $ 25,834 | $ 29,046 | -11% |
| **Total** | **$ 138,102** | **$ 29,961** | **$ 29,087** | **3%** |
| | | | | |
| **Elections** | | | | |
| Salaries | $ - | $ - | $ - | -% |
| Extended/Overtime | $ - | $ - | $ - | -% |
| Benefits & Deductions | $ - | $ - | $ - | -% |
| Contracted Services | $ 31,500 | $ 10,189 | $ 3,332 | 206% |
| Supplies | $ - | $ - | $ - | -% |
| Equipment | $ - | $ - | $ - | -% |
| Other/Dues | $ - | $ - | $ - | -% |
| **Total** | **$ 31,500** | **$ 10,189** | **$ 3,332** | **206%** |

**September 2026 Expenditures**

| | |
|---|---|
| Board of Education Salaries | $ - |
| Board of Education Administrative Support Salaries | $ - |
| Benefits & Deductions | $ - |
| Services | $ 13,394 |
| Supplies & Materials | $ 125 |
| Dues & Memberships | $ 15,114 |
| **Total** | **$ 28,634** |

# PLSAS STUDENT ENROLLMENT DATA

| | A | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z | AA |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Seat counts as of date listed | | | | | | **School Year 2026/2027** | | | | | | | | | | | | | | | | | | | |
| 2 | | **K** | **01** | **02** | **03** | **04** | **05** | **06** | **07** | **08** | **09** | **10** | **11** | **12** | **K** | **1-5** | **6-8** | **9-12** | **K-12** | **Difference from Final Fall** | **Difference from Prior End of Year** | | | | | |
| 3 | 1-Oct-25 | 480 | 536 | 530 | 572 | 603 | 616 | 633 | 669 | 700 | 768 | 735 | 704 | 776 | 480 | 2857 | 2002 | 2983 | 8322 | | -136 | | | | | |
| 4 | 2-Nov-26 | 479 | 532 | 531 | 573 | 600 | 614 | 633 | 664 | 692 | 771 | 736 | 703 | 776 | 479 | 2850 | 1989 | 2986 | 8304 | | -154 | | | | | |
| 5 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | Seat counts as of date listed | | | | | | **School Year 2025/2026** | | | | | | | | | | | | | | | | | | | |
| 14 | | **K** | **01** | **02** | **03** | **04** | **05** | **06** | **07** | **08** | **09** | **10** | **11** | **12** | **K** | **1-5** | **6-8** | **9-12** | **K-12** | **Difference from Final Fall** | **Difference from Prior End of Year** | | pull fall from MARSS 01 District repo | | | |
| 15 | 1-Oct-25 | 523 | 548 | 569 | 616 | 618 | 611 | 664 | 689 | 706 | 750 | 731 | 758 | 756 | 523 | 2962 | 2059 | 2995 | 8539 | | -28 | | | | | |
| 16 | 3-Nov-25 | 529 | 553 | 572 | 613 | 618 | 610 | 663 | 691 | 706 | 749 | 725 | 756 | 750 | 529 | 2966 | 2060 | 2980 | 8535 | -1 | -32 | | | | | |
| 17 | 1-Dec-25 | 533 | 554 | 572 | 613 | 619 | 610 | 663 | 690 | 707 | 740 | 723 | 753 | 739 | 533 | 2968 | 2060 | 2955 | 8516 | -20 | -51 | | | | | |
| 18 | 6-Jan-26 | 533 | 553 | 572 | 613 | 619 | 610 | 663 | 687 | 707 | 745 | 721 | 753 | 739 | 533 | 2967 | 2057 | 2958 | 8515 | -21 | -52 | | | | | |
| 19 | 2-Feb-26 | 529 | 551 | 571 | 611 | 618 | 608 | 663 | 687 | 707 | 738 | 717 | 749 | 736 | 529 | 2959 | 2057 | 2940 | 8485 | -51 | -82 | | | | | |
| 20 | 1-Mar-26 | 528 | 550 | 571 | 609 | 617 | 607 | 660 | 688 | 707 | 737 | 717 | 747 | 731 | 528 | 2954 | 2055 | 2932 | 8469 | -67 | -98 | | | | | |
| 21 | 6-Apr-26 | 529 | 547 | 574 | 610 | 617 | 608 | 661 | 687 | 705 | 737 | 713 | 745 | 729 | 529 | 2956 | 2053 | 2924 | 8462 | -74 | -105 | | | | | |
| 22 | 1-May-26 | 527 | 545 | 572 | 611 | 616 | 608 | 662 | 688 | 703 | 735 | 707 | 742 | 720 | 527 | 2952 | 2053 | 2904 | 8436 | -100 | -131 | | | | | |
| 23 | 1-Jun-26 | 526 | 544 | 572 | 610 | 615 | 606 | 661 | 688 | 701 | 737 | 708 | 744 | 719 | 526 | 2947 | 2050 | 2908 | 8431 | -105 | -136 | | | | | |
| 24 | Final Fall | 523 | 548 | 569 | 616 | 618 | 611 | 664 | 689 | 707 | 748 | 730 | 757 | 756 | 523 | 2962 | 2060 | 2991 | 8536 | | | | | | | |
| 25 | Final EOY 10.12.26 | 528 | 549 | 573 | 613 | 619 | 609 | 659 | 687 | 706 | 744 | 718 | 739 | 714 | 528 | 2963 | 2052 | 2915 | 8458 | **Difference Actual vs Revised** | | | | | | |
| 26 | Revised Budget | 520 | 548 | 569 | 616 | 619 | 612 | 665 | 691 | 706 | 745 | 723 | 749 | 738 | 520 | 2964 | 2062 | 2955 | 8501 | | -43 | | | | | |
| 27 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 28 | Seat counts as of date listed | | | | | | **School Year 2024/2025** | | | | | | | | | | | | | | | | | | | |
| 29 | | **K** | **01** | **02** | **03** | **04** | **05** | **06** | **07** | **08** | **09** | **10** | **11** | **12** | **K** | **1-5** | **6-8** | **9-12** | **K-12** | **Difference from Final Fall** | **Difference from Prior End of Year** | | | | | |
| 30 | 1-Oct-24 | 552 | 581 | 613 | 619 | 586 | 624 | 676 | 678 | 672 | 719 | 761 | 741 | 794 | 552 | 3023 | 2026 | 3015 | 8616 | | 22 | | | | | |
| 31 | 4-Nov-24 | 549 | 579 | 617 | 619 | 585 | 624 | 676 | 681 | 669 | 718 | 757 | 736 | 789 | 549 | 3024 | 2026 | 3000 | 8599 | 41 | 5 | | | | | |
| 32 | 2-Dec-24 | 549 | 576 | 616 | 617 | 584 | 627 | 675 | 680 | 668 | 719 | 759 | 736 | 787 | 549 | 3020 | 2023 | 3001 | 8593 | 35 | -1 | | | | | |
| 33 | 2-Jan-25 | 550 | 575 | 618 | 617 | 586 | 627 | 674 | 681 | 669 | 714 | 757 | 739 | 786 | 550 | 3023 | 2024 | 2996 | 8593 | 35 | -1 | | | | | |
| 34 | 3-Feb-25 | 552 | 578 | 616 | 619 | 587 | 630 | 677 | 682 | 674 | 715 | 754 | 740 | 781 | 552 | 3030 | 2033 | 2990 | 8605 | 47 | 11 | | | | | |
| 35 | 3-Mar-25 | 550 | 577 | 614 | 620 | 585 | 630 | 680 | 687 | 675 | 710 | 758 | 736 | 776 | 550 | 3026 | 2042 | 2980 | 8598 | 40 | 4 | | | | | |
| 36 | 1-Apr-25 | 551 | 576 | 611 | 621 | 583 | 630 | 680 | 687 | 675 | 710 | 757 | 727 | 775 | 551 | 3021 | 2042 | 2969 | 8583 | 25 | -11 | | | | | |
| 37 | 1-May-25 | 554 | 580 | 612 | 623 | 585 | 631 | 675 | 693 | 672 | 718 | 759 | 736 | 763 | 554 | 3031 | 2040 | 2976 | 8601 | 43 | 7 | | | | | |
| 38 | 2-Jun-25 | 551 | 580 | 613 | 624 | 584 | 630 | 674 | 690 | 673 | 718 | 759 | 735 | 764 | 551 | 3031 | 2037 | 2976 | 8595 | 37 | 1 | | | | | |
| 39 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 40 | Final Fall | 551 | 579 | 614 | 620 | 585 | 627 | 675 | 685 | 672 | 716 | 757 | 725 | 752 | 551 | 3025 | 2032 | 2950 | 8558 | | | | | | | |
| 41 | Final EOY 9.15.25 | 551.3 | 579.6 | 614.3 | 620.2 | 585.3 | 627.4 | 674.6 | 685.4 | 672.7 | 715.5 | 756.7 | 725.6 | 758.2 | 551 | 3027 | 2033 | 2956 | 8567 | | | | | | | |
| 42 | | | | | | | | | | | | | | | | | | | | | | | | | | |

# PLSAS STUDENT ENROLLMENT DATA

## School Year 2023/2024

| | K | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 | 12 | K | 1-5 | 6-8 | 9-12 | K-12 | K-12 Difference from Final Fall | Difference from Prior End of Year |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3-Oct-23 | 572 | 604 | 615 | 574 | 621 | 648 | 674 | 657 | 667 | 748 | 749 | 776 | 724 | 572 | 3062 | 1998 | 2997 | 8629 | | -4 |
| 1-Nov-23 | 571 | 602 | 613 | 579 | 617 | 651 | 674 | 660 | 668 | 751 | 749 | 776 | 728 | 571 | 3062 | 2002 | 3004 | 8639 | 11 | 6 |
| 1-Dec-23 | 573 | 599 | 612 | 581 | 618 | 651 | 674 | 660 | 668 | 749 | 755 | 776 | 727 | 573 | 3061 | 2002 | 3007 | 8643 | 15 | 10 |
| 2-Jan-24 | 573 | 600 | 610 | 581 | 618 | 648 | 675 | 659 | 661 | 747 | 753 | 772 | 726 | 573 | 3057 | 1995 | 2998 | 8623 | -5 | -10 |
| 1-Feb-24 | 576 | 600 | 608 | 581 | 618 | 649 | 675 | 657 | 659 | 748 | 750 | 771 | 717 | 576 | 3056 | 1991 | 2986 | 8609 | -19 | -24 |
| 1-Mar-24 | 575 | 601 | 611 | 581 | 621 | 648 | 675 | 660 | 658 | 745 | 749 | 771 | 714 | 575 | 3062 | 1993 | 2979 | 8609 | -19 | -24 |
| 1-Apr-24 | 572 | 602 | 610 | 580 | 620 | 644 | 675 | 660 | 656 | 738 | 744 | 766 | 708 | 572 | 3056 | 1991 | 2956 | 8575 | -53 | -58 |
| 1-May-24 | 577 | 603 | 610 | 577 | 621 | 647 | 674 | 664 | 658 | 742 | 744 | 772 | 704 | 577 | 3058 | 1996 | 2962 | 8593 | -35 | -40 |
| 3-Jun-24 | 575 | 603 | 607 | 578 | 623 | 646 | 673 | 661 | 658 | 741 | 739 | 770 | 702 | 575 | 3057 | 1992 | 2952 | 8576 | -52 | -57 |
| | | | | | | | | | | | | | | | | | | | | |
| Final Fall | 572 | 604 | 615 | 575 | 620 | 648 | 672 | 657 | 667 | 748 | 749 | 776 | **725** | 572 | 3062 | 1996 | 2998 | 8628 | | |
| Final EOY 12.18.24 | 571.5 | 603.3 | 610.4 | 579.8 | 620.2 | 649 | 676.9 | 660.6 | 660.4 | 744.5 | 749.2 | 767.1 | 701 | 571 | 3063 | 1998 | 2962 | 8594 | | |

## School Year 2022/2023

| | K | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 | 12 | K | 1-5 | 6-8 | 9-12 | K-12 | K-12 Difference from Final Fall | Difference from Prior End of Year |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3-Oct-22 | 596 | 606 | 576 | 620 | 640 | 633 | 648 | 648 | 705 | 748 | 793 | 717 | 730 | 596 | 3075 | 2001 | 2988 | 8660 | | -98 |
| 1-Nov-22 | 596 | 608 | 578 | 619 | 641 | 636 | 649 | 649 | 703 | 745 | 792 | 716 | 731 | 596 | 3082 | 2001 | 2984 | 8663 | 4 | -95 |
| 1-Dec-22 | 596 | 607 | 575 | 625 | 641 | 636 | 649 | 649 | 702 | 745 | 789 | 716 | 729 | 596 | 3084 | 2000 | 2979 | 8659 | 0 | -99 |
| 3-Jan-23 | 593 | 607 | 573 | 620 | 638 | 631 | 646 | 648 | 701 | 747 | 783 | 714 | 729 | 593 | 3069 | 1995 | 2973 | 8630 | -29 | -128 |
| 2-Feb-23 | 597 | 610 | 573 | 624 | 642 | 635 | 646 | 653 | 703 | 749 | 774 | 709 | 723 | 597 | 3084 | 2002 | 2955 | 8638 | -21 | -120 |
| 1-Mar-23 | 596 | 611 | 572 | 623 | 642 | 632 | 646 | 652 | 705 | 747 | 774 | 701 | 719 | 596 | 3080 | 2003 | 2941 | 8620 | -39 | -138 |
| 3-Apr-23 | 594 | 613 | 570 | 620 | 642 | 631 | 644 | 650 | 705 | 739 | 777 | 701 | 718 | 594 | 3076 | 1999 | 2935 | 8604 | -55 | -154 |
| 1-May-23 | 598 | 611 | 571 | 619 | 641 | 632 | 645 | 651 | 707 | 741 | 777 | 700 | 717 | 598 | 3074 | 2003 | 2935 | 8610 | -49 | -148 |
| 1-Jun-23 | 598 | 611 | 572 | 619 | 641 | 634 | 645 | 650 | 706 | 739 | 774 | 699 | 718 | 598 | 3077 | 2001 | 2930 | 8606 | -53 | -152 |
| | | | | | | | | | | | | | | | | | | | | |
| Final Fall | 596 | 606 | 576 | 619 | 638 | 633 | 648 | 648 | 704 | 747 | 792 | 716 | 736 | 596 | 3072 | 2000 | 2991 | 8659 | | |
| Final EOY 12.20.23 | 596.4 | 610.2 | 574.4 | 621.1 | 642.5 | 635.7 | 648.7 | 649.8 | 705.2 | 749.3 | 781.4 | 709.5 | 709.1 | 596 | 3084 | 2004 | 2949 | 8633 | | |

## PLSAS STUDENT ENROLLMENT DATA

| | A | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 73 | | | | | | | | | | | | | | | | | | | | | |
| 74 | | | | | | | **School Year 2021/2022** | | | | | | | | | | | | | | |
| 75 | | **K** | **01** | **02** | **03** | **04** | **05** | **06** | **07** | **08** | **09** | **10** | **11** | **12** | **K** | **1-5** | **6-8** | **9-12** | **K-12** | **K-12 Difference from Final Fall** | **Difference from Prior End of Year** |
| 76 | 1-Oct-21 | 599 | 587 | 603 | 638 | 647 | 628 | 655 | 707 | 715 | 819 | 736 | 732 | 743 | 599 | 3103 | 2077 | 3030 | 8809 | | |
| 77 | 1-Nov-21 | 599 | 584 | 605 | 636 | 645 | 629 | 662 | 706 | 713 | 815 | 730 | 726 | 742 | 599 | 3099 | 2081 | 3013 | 8792 | 8 | |
| 78 | 1-Dec-21 | 596 | 579 | 607 | 635 | 647 | 628 | 658 | 704 | 716 | 818 | 726 | 722 | 738 | 596 | 3096 | 2078 | 3004 | 8774 | -10 | |
| 79 | 5-Jan-22 | 596 | 580 | 606 | 638 | 651 | 632 | 657 | 703 | 718 | 814 | 728 | 721 | 733 | 596 | 3107 | 2078 | 2996 | 8777 | -7 | |
| 80 | 1-Feb-22 | 595 | 580 | 607 | 637 | 653 | 633 | 659 | 707 | 718 | 809 | 729 | 718 | 732 | 595 | 3110 | 2084 | 2988 | 8777 | -7 | |
| 81 | 1-Mar-22 | 597 | 583 | 607 | 639 | 657 | 632 | 661 | 704 | 714 | 805 | 725 | 720 | 716 | 597 | 3118 | 2079 | 2966 | 8760 | -24 | |
| 82 | 1-Apr-22 | 594 | 583 | 607 | 637 | 653 | 631 | 660 | 705 | 714 | 799 | 724 | 718 | 711 | 594 | 3111 | 2079 | 2952 | 8736 | -48 | |
| 83 | 2-May-22 | 595 | 583 | 608 | 637 | 650 | 628 | 660 | 706 | 716 | 813 | 727 | 726 | 718 | 595 | 3106 | 2082 | 2984 | 8767 | -17 | |
| 84 | 1-Jun-22 | 594 | 581 | 607 | 636 | 647 | 626 | 658 | 704 | 709 | 798 | 721 | 716 | 714 | 594 | 3097 | 2071 | 2949 | 8711 | -73 | |
| 85 | | | | | | | | | | | | | | | | | | | | | |
| 86 | Final Fall | 599 | 586 | 602 | 638 | 647 | 627 | 655 | 705 | 712 | 816 | 734 | 728 | 735 | 599 | 3100 | 2072 | 3013 | 8784 | | |
| 87 | Final EOY 12.20.22 | 593.6 | 584.2 | 606.1 | 638.5 | 651.9 | 629.5 | 657.1 | 708.9 | 717.9 | 809.6 | 726.9 | 717.3 | 716.1 | 594 | 3110 | 2084 | 2970 | 8758 | | |

**PLSAS STUDENT ENROLLMENT DATA**

| | AB |
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PRIOR LAKE-SAVAGE AREA SCHOOLS

**Date:** November 9, 2026

**To:** PLSAS School Board and Dr. Jim Wagner, Superintendent

**From:** Rob Cothern, Executive Director of Administrative Services

**Re:** MDE Assurance of Compliance and Mandated Reporting for 2026-2027

Overview: Prior Lake - Savage Area Schools has completed the Assurance of Compliance with state and federal law and will verify Mandated Reporting training by November 15, 2026.

By completing all sections of the Assurance of Compliance and Mandated Reporting, PLSAS is providing written assurance that we do not discriminate in our use of funds provided through the Minnesota Department of Education and that we have informed all mandated reporters of their reporting duties.

This assurance is given by each district in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal and state financial assistance extended to the district by the U.S. Department of Education and the Minnesota Department of Education (MDE), including installment payments after such date of application for federal financial assistance and state aid allotments which were approved before such date.

By submitting the Assurance of Compliance, PLSAS recognizes and agrees that such federal and state financial assistance will be extended in reliance on the representations, supporting information required by Minnesota Statutes, section 127A.42, subdivision 3, and agreements made in this assurance. This assurance is binding on the district and the persons who are authorized to submit information on behalf of the district. Though the paper copy is no longer required, the approval of the board is per Minnesota Rule 3535.9910.

| **Federal Laws** |
|---|
| 1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d, et. seq.; 34 C.F.R. Part 100) |
| 2. Title VII of the Civil Rights Act of 1964 (42 USC § 2000e, et. seq.; P.L. 88-352) |
| 3. Title VII of the Civil Rights Act of 1964 Pregnancy Discrimination Act (within Title VII) (42 USC § 2000e(k)) |
| 4. Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1688; 34 C.F.R. Part 106) |
| 5. The Age Discrimination in Employment Act of 1967 (29 USC § 621; 42 USC § 6101; 29 C.F.R. Part 621) |
| 6. Section 504 of the Rehabilitation Act of 1973 (34 C.F.R. Part 104) |
| 7. The American with Disabilities Act (42 USC § 12101, et. Seq.) |
| 8. Denial of Equal Educational Opportunity Prohibited (20 USC § 1703) |
| 9. The Fair Housing Act (42 USC § 3601, et. Seq. ;24 C.R.F part 100) |
| 10. The Age Discrimination Act of 1975 (42 USC § 6101 and 6102; 34 C.F.R. part 110) |
| 11. Prohibition against Discrimination Based on Blindness (20 USC § 1684) |
| **State Laws** |
| 1. The Minnesota Human Rights Act (Minn. Stat. § 363A) |
| 2. Minnesota Statues, section 121A.031 - requires school districts to have a written policy prohibiting student bullying |
| 3. Minnesota Statutes, section 121A.03 – requires school districts to have a policy prohibiting sexual/racial/religion harassment and violence which applies to students, teachers, administrators and other school personnel. |
| 4. Minnesota Statutes, section 121A.04 – prohibits sex discrimination in athletic programs |
| 5. Minnesota Rules, part 3500.0550 – relating to Inclusive Educational Program Plan |
| 6. Minnesota Rules, Chapter 3535.0100-.0180; 3535.2300-.2800; 3535.3000-.3700 – relating to equality of education opportunity, school desegregation, and prohibition of discriminatory practices |

Mandated Reporter Training: Minnesota Statutes, section 626.556, subd. 12. Districts must inform all mandated reporters of the duties.

☑ I verify that all mandated reporters employed by or otherwise associated with any school in this district have been informed of mandated reporting requirements and of the prohibition of retaliation against anyone reporting maltreatment.



The Harassment and Violence policy 413, board approved March 10, 2025 has been uploaded and submitted to the MDE.

**Prior Lake-Savage Area Schools**
4540 Tower St. SE, Prior Lake, MN 55372
**phone** 952.226.0000
**web** www.plsas.org

# INDEPENDENT SCHOOL DISTRICT # 719

## Check/Wire Transfer Disbursement Summary by Fund

**MONTH: OCTOBER 2026**

| | | | |
|---|---|---|---|
| Payroll Check number range: | N/A | TO | N/A |
| Payroll Deduction A/P Check number range: | 9900057142 | TO | 9900059465 |
| A/P Check number range: | 296497 | TO | 296906 |
| A/P ACH Check number range: | 9000001339 | TO | 9000001371 |

| | PAYROLL | ACCOUNTS PAYABLE | ACH PAYMENTS | TOTAL |
|---|---|---|---|---|
| **GENERAL FUND (01)** | $9,686,239 | $2,149,768 | $2,046 | $11,838,054 |
| **FOOD SERVICE (02)** | 277,273.28 | 444,902.84 | 277.45 | 722,453.57 |
| **COMMUNITY SERVICE (04)** | 525,842.49 | 147,218.39 | 180.57 | 673,241.45 |
| **BOOSTER FUNDED (05)** | 26,895.06 | 16,379.80 | 0.00 | 43,274.86 |
| **DEBT SERVICE (07)** | 0.00 | 0.00 | 0.00 | 0.00 |
| **CUSTODIAL FUND (18)** | 0.00 | 0.00 | 0.00 | 0.00 |
| **INTERNAL SERVICE FUND (20)** | 0.00 | 2,622.00 | 0.00 | 2,622.00 |
| **STUDENT ACTIVITY (50)** | 0.00 | 19,223.87 | 0.00 | 19,223.87 |
| **TOTAL:** | **$10,516,250** | **$2,780,115** | **$2,504** | **$13,298,869** |

**PRIOR LAKE-SAVAGE AREA SCHOOLS**
**WIRE TRANSFER, EFT AND ACH BANKING ACTIVITY**
**OCTOBER 2026**

| FROM | TO | DATE | AMOUNT |
|---|---|---|---|
| REV TRAK | Old National Bank | | |
| | - Electronic Deposits | 10/2/2026 | $ 25 |
| MN Trust - Op | Old National Bank | | |
| | - A/P | 10/2/2026 | $ 500,000 |
| Old National Bank | BMO Bank of Montreal | | |
| | - Procurement Card Program | 10/6/2026 | $ 16,970 |
| Old National Bank | MN PL Fund | | |
| | - MN Paid Leave | 10/6/2026 | $ 152,327 |
| Old National Bank | US BANK | | |
| | - Procurement Card Program | 10/7/2026 | $ 41,492 |
| Old National Bank | Bankcard Service (USAePay) | | |
| | - Electronic Payments | 10/8/2026 | $ 142 |
| MN Trust - Op | Old National Bank | | |
| | - A/P | 10/9/2026 | $ 500,000 |
| Old National Bank | Affinety | | |
| | - Electronic Payments | 10/13/2026 | $ 2,941 |
| MN Trust - Op | Old National Bank | | |
| | - Payroll & Deductions/Benefits | 10/14/2026 | $ 4,500,000 |
| Old National Bank | Payroll | | |
| | - Regular | 10/15/2026 | $ 1,992,102 |
| Old National Bank | MN Department of Revenue | | |
| | - State Sales Taxes (MN) | 10/15/2026 | $ 16,769 |
| Old National Bank | Old National Bank | | |
| | - Service Charge Fee | 10/16/2026 | $ 756 |
| Old National Bank | MN UI Fund | | |
| | - Payroll | 10/20/2026 | $ 329,577 |
| MN Trust - Op | Old National Bank | | |
| | - A/P | 10/21/2026 | $ 500,000 |
| Old National Bank | VOYA | | |
| | - Reliastar | 10/21/2026 | $ 35,443 |
| Old National Bank | MN Commerce | | |
| | -Unclaimed checks | 10/22/2026 | $ 1,954 |
| AIT Services | Old National Bank | | |
| | - COBRA Deposit | 10/26/2026 | $ 42,537 |
| MN Trust - Op | Old National Bank | | |
| | - Payroll & Deductions/Benefits | 10/29/2026 | $ 4,200,000 |
| Old National Bank | Payroll | | |
| | - Regular | 10/30/2026 | $ 2,299,270 |
| Affinety | Old National Bank | | |
| | - Electronic Deposits | Multiple | $ 106,150 |
| Infinite Campus | Old National Bank | | |
| | - Electronic Deposits | Multiple | $ 166,647 |
| Old National Bank | Infinite Campus | | |
| | - Electronic Payment | Multiple | $ 6,587 |
| Arux | Old National Bank | | |
| | - Electronic Deposits | Multiple | $ 407,533 |
| School Café | Old National Bank | | |
| | - Meal Deposits | Multiple | $ 96,770 |
| Old National Bank | District Employees | | |
| | - Expense Reimbursement | Multiple | $ 7,819 |
| Old National Bank- Health | BlueCross BlueShield | | |
| | - Health Claims | Multiple | $ 1,847,248 |
| Old National Bank- Dental | Delta Dental | | |
| | - Dental Claims | Multiple | $ 59,921 |
| Old National Bank | IRS | | |
| | - Federal P/R Taxes | Multiple | $ 1,538,104 |
| Old National Bank | Payroll Vendors (TRA, EBC, PERA, MNPL,CdSup etc.) | | |
| | - Electronic Payments | Multiple | $ 1,399,714 |
| Old National Bank | MN Department of Revenue | | |
| | - State P/R Taxes (MN) | Multiple | $ 225,897 |
| Old National Bank | Further/Your Way | | |
| | - Flex Benefits & VEBA & Fees | Multiple | $ 41,609 |
| | | | **$ 21,036,303** |

Prior Lake-Savage Area Schools
Cash Reconciliation Report to the Board
For the month ending June 2026

| FUND | 6/1/2026 BEGINNING BALANCE | RECEIPTS | ACCOUNTS PAYABLE | PAYROLL | JOURNAL ENTRIES | 6/30/2026 ENDING BALANCE |
|---|---|---|---|---|---|---|
| GENERAL (01) | $ 30,410,398.59 | $ 11,315,579.63 | $ 9,293,956.00 | $ 4,493,429.34 | $ (2,223,425.50) | $ 25,715,167.38 |
| FOOD SERVICE (02) | $ 3,432,808.70 | $ 672,325.97 | $ 214,994.92 | $ 117,120.98 | $ 108,932.48 | $ 3,881,951.25 |
| COMMUNITY SRVC (04) | $ 7,185,143.44 | $ 737,306.38 | $ 382,382.19 | $ 282,519.33 | $ 153,017.51 | $ 7,410,565.81 |
| BOOSTER FUNDED (05) | $ (64,211.94) | $ 94,222.93 | $ 7,906.64 | $ (5,160.16) | $ (16,543.98) | $ 10,720.53 |
| DEBT (07) | $ 7,267,638.08 | $ 4,312,953.10 | $ - | | $ 1,559,157.13 | $ 13,139,748.31 |
| TRUST FUND (08) | $ 5,506,934.08 | $ - | $ - | | $ 948,780.02 | $ 6,455,714.10 |
| CUSTODIAL FUND (18) | $ (7,000.00) | $ - | $ 2,000.00 | | $ 9,000.00 | $ - |
| INTERNAL SERVICE (20) | $ 11,042,795.30 | $ 49,118.86 | $ 1,561,351.16 | | $ 4,333,980.30 | $ 13,864,543.30 |
| OPEB TRUST (25) | $ 7,491,489.92 | $ 76,072.73 | $ - | | $ 325,698.53 | $ 7,893,261.18 |
| STUDENT ACTIVITY (50) | $ 224,480.22 | $ 2,283.61 | $ 37,741.79 | | $ (9,004.02) | $ 180,018.02 |
| **TOTAL ALL FUNDS** | **$ 72,490,476.39** | **$ 17,259,863.21** | **$ 11,500,332.70** | **$ 4,887,909.49** | **$ 5,189,592.47** | **$ 78,551,689.88** |

**BANK RECONCILIATION**

| | | |
|---|---|---|
| Petty Cash | $ | - |
| Old National Bank | | 1,990,047.84 |
| **OPERATING:** | | |
| IS - MN TRUST | $ | 27,940,573.89 |
| Certificates of Deposit (CD) | | 5,477,200.00 |
| Savings Deposit Account (SDA) | | 3,635,733.34 |
| Term Series | | 4,500,000.00 |
| TSII Account (TSII) | | 5,000,000.00 |
| Commercial Paper (LTD) | | 7,106,395.23 |
| **DENTAL INSURANCE ACCOUNT:** | | |
| IS - MN TRUST | | 35,425.23 |
| Self Insurance Acct at Old National Bank | | 127,538.21 |
| **HEALTH INSURANCE ACCOUNT:** | | |
| IS - MN TRUST | | 4,810,999.47 |
| Self Insurance Acct at Old National Bank | | 1,779,955.41 |
| LTD | | 2,476,695.34 |
| **Mid-America Bank (HRA Account)** | | 6,455,714.10 |
| **Mid-America OPEB Trust** | | 7,639,539.22 |
| | **$** | **78,975,817.28** |
| **OUTSTANDING ITEMS:** | | |
| Accounts Payable Checks | $ | 472,849.32 |
| Accounts Payable Checks - Corrections | $ | (340,711.51) |
| Accounts Payable Wires | | 4,192,878.42 |
| Accounts Payable Wires - Corrections | $ | (3,899,802.69) |
| | **$** | **425,213.54** |
| Adjustments: | | |
| Returned Checks | $ | (2,140.00) |
| Mid-America difference | $ | 1,053.86 |
| | **$** | **78,551,689.88** $ - |

Prior Lake-Savage Area Schools
Cash Reconciliation Report to the Board
For the month ending July 2026

| FUND | 7/1/2026 BEGINNING BALANCE | RECEIPTS | ACCOUNTS PAYABLE | PAYROLL | JOURNAL ENTRIES | 7/30/2026 ENDING BALANCE |
|---|---|---|---|---|---|---|
| GENERAL (01) | $ 25,715,167.38 | $ 1,872,345.93 | $ 3,717,465.28 | $ 3,171,113.60 | $ (4,246,939.88) | $ 16,451,994.55 |
| FOOD SERVICE (02) | $ 3,881,951.25 | $ 107,735.77 | $ 86,414.61 | $ 73,662.21 | $ (64,451.95) | $ 3,765,158.25 |
| COMMUNITY SRVC (04) | $ 7,410,565.81 | $ 734,910.87 | $ 398,206.30 | $ 423,315.40 | $ (174,074.17) | $ 7,149,880.81 |
| BOOSTER FUNDED (05) | $ 10,720.53 | $ 3,548.45 | $ 62,135.92 | $ - | $ - | $ (47,866.94) |
| CONSTRUCTION (06) | $ - | | | | | $ - |
| DEBT (07) | $ 13,139,748.31 | $ 66,398.82 | $ 1,217,475.00 | | $ - | $ 11,988,672.13 |
| TRUST FUND (08) | $ 6,455,714.10 | $ - | $ - | | $ - | $ 6,455,714.10 |
| CUSTODIAL FUND (18) | $ - | $ - | $ - | | $ - | $ - |
| INTERNAL SERVICE (20) | $ 13,864,543.30 | $ 61,159.76 | $ 1,965,010.70 | | $ 289,151.49 | $ 12,249,843.85 |
| OPEB TRUST (25) | $ 7,893,261.18 | $ - | $ - | | $ (44,199.69) | $ 7,849,061.49 |
| STUDENT ACTIVITY (50) | $ 180,018.02 | $ 525.00 | $ 16,586.45 | | $ - | $ 163,956.57 |
| **TOTAL ALL FUNDS** | **$ 78,551,689.88** | **$ 2,846,624.60** | **$ 7,463,294.26** | **$ 3,668,091.21** | **$ (4,240,514.20)** | **$ 66,026,414.81** |

**BANK RECONCILIATION**

| | | |
|---|---|---|
| Petty Cash | $ | 0.01 |
| Old National Bank | | 1,310,286.35 |
| **OPERATING:** | | |
| IS - MN TRUST | $ | 23,309,966.04 |
| Certificates of Deposit (CD) | | 5,477,200.00 |
| Savings Deposit Account (SDA) | | 3,646,849.63 |
| Term Series | | 3,000,000.00 |
| TSII Account (TSII) | | 2,000,000.00 |
| Commercial Paper (LTD) | | 7,126,484.39 |
| **DENTAL INSURANCE ACCOUNT:** | | |
| IS - MN TRUST | | 35,532.17 |
| Self Insurance Acct at Old National Bank | | 107,653.11 |
| **HEALTH INSURANCE ACCOUNT:** | | |
| IS - MN TRUST | | 4,825,519.69 |
| Self Insurance Acct at Old National Bank | | 1,493,994.96 |
| LTD | | 2,483,696.74 |
| **Mid-America Bank (HRA Account)** | | 6,455,714.10 |
| **Mid-America OPEB Trust** | | 7,639,539.22 |
| | **$** | **68,912,436.41** |
| **OUTSTANDING ITEMS:** | | |
| AP Checks | | 958,902.64 |
| Accounts Payable Wires | | 1,934,347.03 |
| | **$** | **2,893,249.67** |

| | | | |
|---|---|---|---|
| Adjustments: | | | |
| Returned Checks | $ | (2,140.00) | |
| Cleared Check Difference | $ | (6,141.93) | |
| Mid-America difference | $ | 1,053.86 | |
| | **$** | **66,026,414.81** | $ - |

Prior Lake-Savage Area Schools
Cash Reconciliation Report to the Board
For the month ending Aug 2026

| FUND | 8/1/2026 BEGINNING BALANCE | RECEIPTS | ACCOUNTS PAYABLE | PAYROLL | JOURNAL ENTRIES | 8/31/2026 ENDING BALANCE |
|---|---|---|---|---|---|---|
| GENERAL (01) | $ 16,451,994.55 | $ 16,755,691.20 | $ 2,800,447.99 | $ 3,112,364.45 | $ (196,846.83) | $ 27,098,026.48 |
| FOOD SERVICE (02) | $ 3,765,158.25 | $ 9,763.88 | $ 62,285.59 | $ 60,091.45 | $ (9,407.00) | $ 3,643,138.09 |
| COMMUNITY SRVC (04) | $ 7,149,880.81 | $ 502,142.63 | $ 489,999.82 | $ 425,912.96 | $ (43,181.85) | $ 6,692,928.81 |
| BOOSTER FUNDED (05) | $ (47,866.94) | $ 22,550.00 | $ 4,518.42 | $ - | $ - | $ (29,835.36) |
| CONSTRUCTION (06) | $ - | | | | | $ - |
| DEBT (07) | $ 11,988,672.13 | $ 108,909.64 | $ - | | $ - | $ 12,097,581.77 |
| TRUST FUND (08) | $ 6,455,714.10 | $ - | $ - | | $ - | $ 6,455,714.10 |
| CUSTODIAL FUND (18) | $ - | $ 6,000.00 | $ - | | $ - | $ 6,000.00 |
| INTERNAL SERVICE (20) | $ 12,249,843.85 | $ 60,093.96 | $ 1,934,310.94 | | $ 291,151.97 | $ 10,666,778.84 |
| OPEB TRUST (25) | $ 7,849,061.49 | $ - | $ - | | $ (41,916.29) | $ 7,807,145.20 |
| STUDENT ACTIVITY (50) | $ 163,956.57 | $ 9,251.45 | $ 4,791.08 | | $ 200.00 | $ 168,616.94 |
| **TOTAL ALL FUNDS** | **$ 66,026,414.81** | **$ 17,474,402.76** | **$ 5,296,353.84** | **$ 3,598,368.86** | **$ (0.00)** | **$ 74,606,094.87** |

**BANK RECONCILIATION**

| | | |
|---|---|---|
| Petty Cash | $ | 9,472.00 |
| Old National Bank | | 1,906,754.08 |
| **OPERATING:** | | |
| IS - MN TRUST | $ | 29,676,777.96 |
| Certificates of Deposit (CD) | | 5,477,200.00 |
| Savings Deposit Account (SDA) | | 3,658,033.02 |
| Term Series | | 3,000,000.00 |
| TSII Account (TSII) | | 2,000,000.00 |
| Commercial Paper (LTD) | | 7,145,999.57 |
| **DENTAL INSURANCE ACCOUNT:** | | |
| IS - MN TRUST | | 84.10 |
| Self Insurance Acct at Old National Bank | | 137,632.65 |
| **HEALTH INSURANCE ACCOUNT:** | | |
| IS - MN TRUST | | 4,840,303.29 |
| Self Insurance Acct at Old National Bank | | 1,270,347.38 |
| LTD | | 2,490,498.10 |
| **Mid-America Bank (HRA Account)** | | 6,455,714.10 |
| **Mid-America OPEB Trust** | | 7,639,539.22 |
| | **$** | **75,708,355.47** |
| **OUTSTANDING ITEMS:** | | |
| AP Checks | | 1,104,104.97 |
| Wire Correction | | 5,383.70 |
| | **$** | **1,109,488.67** |
| Adjustments: | | |
| Returned Checks | $ | (2,140.00) |
| Cleared Check Difference | $ | (6,141.93) |
| Mid-America difference | $ | 1,053.86 |
| | **$** | **74,606,094.87** $ - |

Prior Lake-Savage Area Schools
Cash Reconciliation Report to the Board
For the month ending Sept 2026

| FUND | 9/1/2026 BEGINNING BALANCE | RECEIPTS | ACCOUNTS PAYABLE | PAYROLL | JOURNAL ENTRIES | 9/30/2026 ENDING BALANCE |
|---|---|---|---|---|---|---|
| GENERAL (01) | $ 27,098,026.48 | $ 10,945,368.03 | $ 4,910,697.88 | $ 3,444,352.96 | $ (1,602,809.07) | $ 28,085,534.60 |
| FOOD SERVICE (02) | $ 3,643,138.09 | $ 122,607.91 | $ 341,912.69 | $ 85,844.79 | $ (34,237.82) | $ 3,303,750.70 |
| COMMUNITY SRVC (04) | $ 6,692,928.81 | $ 983,167.73 | $ 246,444.81 | $ 278,305.04 | $ (73,269.94) | $ 7,078,076.75 |
| BOOSTER FUNDED (05) | $ (29,835.36) | $ 4,550.00 | $ 42,308.77 | $ - | $ - | $ (67,594.13) |
| CONSTRUCTION (06) | $ - | | | | | $ - |
| DEBT (07) | $ 12,097,581.77 | $ 114,873.57 | $ - | | $ - | $ 12,212,455.34 |
| TRUST FUND (08) | $ 6,455,714.10 | $ - | $ - | | $ - | $ 6,455,714.10 |
| CUSTODIAL FUND (18) | $ 6,000.00 | $ - | $ - | | $ - | $ 6,000.00 |
| INTERNAL SERVICE (20) | $ 10,666,778.84 | $ 56,363.70 | $ 1,433,775.73 | | $ 1,710,316.83 | $ 10,999,683.64 |
| OPEB TRUST (25) | $ 7,807,145.20 | $ - | $ - | | $ - | $ 7,807,145.20 |
| STUDENT ACTIVITY (50) | $ 168,616.94 | $ 14,291.00 | $ 17,225.08 | | $ - | $ 165,682.86 |
| **TOTAL ALL FUNDS** | **$ 74,606,094.87** | **$ 12,241,221.94** | **$ 6,992,364.96** | **$ 3,808,502.79** | **$ -** | **$ 76,046,449.06** |

**BANK RECONCILIATION**

| | | |
|---|---|---|
| Petty Cash | $ | 9,472.00 |
| Old National Bank | | 1,345,110.71 |
| **OPERATING:** | | |
| IS - MN TRUST | $ | 31,347,100.35 |
| Certificates of Deposit (CD) | | 5,477,200.00 |
| Term Series-Flex Account (TSF) | | 3,668,917.02 |
| Term Series | | 3,000,000.00 |
| TSII Account (TSII) | | 2,000,000.00 |
| Commercial Paper (LTD) | | 7,146,573.54 |
| **DENTAL INSURANCE ACCOUNT:** | | |
| IS - MN TRUST | | 84.40 |
| Self Insurance Acct at Old National Bank | | 148,887.45 |
| **HEALTH INSURANCE ACCOUNT:** | | |
| IS - MN TRUST | | 4,855,040.04 |
| Self Insurance Acct at Old National Bank | | 1,533,368.45 |
| LTD | | 2,490,698.14 |
| **Mid-America Bank (HRA Account)** | | 6,455,714.10 |
| **Mid-America OPEB Trust** | | 7,639,539.22 |
| | **$** | **77,117,705.42** |
| **OUTSTANDING ITEMS:** | | |
| AP Checks | | 829,019.07 |
| Accounts Payable Wires | | 250,977.94 |
| | **$** | **1,079,997.01** |
| Adjustments: | | |
| Returned Checks | $ | (3,561.91) |
| ACH - To Clear in Oct | $ | (90.67) |
| Cleared Check Difference | $ | (6,141.93) |
| Mid-America difference | $ | 1,053.86 |
| | **$** | **76,046,449.06** $ - |

| Purchase Orders open and closed that have not yet been reported to the Board of Education , open and closed | | | | 11/09/2026 | | |
|---|---|---|---|---|---|---|
| **Vendor** | **PO Number** | **Batch** | **Description** | **Invoice Date PO post date** | **Net Amount** | **Date Reported to Board** |
| INNOVATIVE OFFICE SOLUTIONS, LLC | 0042700152 | 26.27 | Carpet for Community Ed Office & Flex space | 10/23/2026 | 61,246.66 | 11.09.26 |
| KRUEGER EXCAVATING INC | 8102700183 | 26.27 | TOMS cement/pipe/excavating work | 10/21/2026 | 39,968.75 | 11.09.26 |
| STAPLES OIL CO. | 8102700235 | 26.27 | PLHS Diesel MN Inspection | 10/28/2026 | 29,962.08 | 11.09.26 |
| | | | | | | |
| | | | | | | |
| ** Contract approved by Board of Education 12/08/2025 | | | | | | |

PRIOR LAKE-SAVAGE AREA SCHOOLS

## Regular School Board Meeting Minutes of the Board of Education

Board Chair Bullyan called the regular meeting of the Independent School District 719 Board of Education to order in the boardroom at the District Services Center on **October 12, 2026, at 6:00 p.m.**

**Pledge of Allegiance** led by Chair Bullyan

**Roll Call**

- Present: Charles Johnson, Jessica Mason, Jessica Olstad, Amy Bullyan, Mary Frantz, Dustin Smith
- Absent: Lisa Atkinson
- Administrators present: Superintendent Wagner, Executive Director of Business Services Rider, Executive Director of Administrative Services Cothern, Interim Executive Director of Academic Services Warner.

**Mission Statement** read by Chair Bullyan.

**Strategic Plan:** Chair Bullyan read the 1st Priority of the District Strategic Plan

**Laker Pride** - Director of Child Nutrition Services Malone highlighted the collaboration of the Child Nutrition staff, PLHS Eco Team, and the Hamilton Ridge Summer Kids' Company program's Garden Club & Farm to School with a presentation. This partnership demonstrates the power of collaboration across our district and reflects what Laker Pride is all about: students, staff, and programs coming together to create meaningful learning experiences that help every student grow.

**Open Forum** - one community member addressed the board.

**Administrative Reports**

- Board Reports -
    - Student Representative Report - Sarah Youssef spoke about the many spectacular activities our PLHS students participated in.
    - Teaching and Learning Advisory representative Director Olstad highlighted topics discussed at their first meeting.
    - Policy Advisory representative Director Johnson stated that the committee's first meeting is scheduled for October 20th.

    - MNCAPS representative Director Atkinson was not in attendance. No report given.
    - CES Advisory representative Chair Bullyan discussed topics covered at their meeting, including legislative priorities, budget, and building renovation updates.
    - ELAC representative Director Smith stated the first meeting was held in The Landing, the newly renovated family-friendly space at Edgewood.
    - SEAC representative Director Mason shared topics covered at their first meeting, including enrollment and growth, and the Laker Launch site.
    - SW Metro representative Director Olstad discussed a variety of topics covered at the September 15th meeting.
    - MSHSL representative Director Johnson mentioned that Jeff Marshall is on the MSHSL Board. They discussed topics including Girls Flag Football and Tennis classifications.
    - SCALE representative Director Frantz highlighted topics from the September meeting, including the County dispatch system updates and meeting with legislators.
    - AMSD representative Chair Bullyan shared that our two Gubernatorial candidates spoke at their meeting.
    - Finance and Operations representative Director Johnson mentioned their upcoming meeting on October 20th.
- Administrative Reports -
    - Executive Director of Business Services Rider reported on our purchases over $25K. Action is requested during the Consent Agenda.
    - Enrollment update presented by the Executive Director of Business Services, Rider. Action is requested during the Consent Agenda.
    - Audit Update by Executive Director of Business Services Rider. LB Carlson will present our Audit results at the November 9, 2026 meeting.

**Superintendent Report**

- Interim Director of Assessment & Improvement Maloney presented the MCA Data Report.
- Superintendent Wagner shared community events updates. Homecoming festivities were impressive with a special shout-out to our marching band. He joined the Five Hawks kindergarten class for lunch and “learned the right way” to eat. Congratulations to our upcoming Board Scholar recipients who will be recognized on October 21 during the lunch hours in the high school commons.

**Approval of Agenda** -A motion to approve the agenda was made by Director Mason and seconded by Director Frantz.
Motion carried: 6-0

**Consent Agenda**

Director Mason requested to move item 12.B. - Purchases over $25K - from Consent Agenda to Unfinished Business. Director Smith made a motion to approve the consent agenda with the above changes, and Director Johnson seconded.
Motion carried: 6-0

**Resolution of Gifts** - Motion to approve the resolution of gifts with gratitude was made by Director Frantz and seconded by Director Johnson. Roll Call vote taken.
Voted in favor: Directors Johnson, Mason, Olstad, Frantz, Smith, Bullyan.
Voted against: None.
Motion carried: 6-0

**Unfinished Business**

- Purchases over $25K. Director Mason posed a question. After discussion, the board took a roll-call vote. A motion was made to approve the Purchases over $25K by Director Johnson and seconded by Director Mason.
  Motion carried: 4-2
- 2026-27 Board Goals. After discussion, Director Olstad moved to table approval of the new board goals, and Director Frantz seconded.
  Motion to table carried 6-0

**New Business**

- Minnesota State High School League Cooperative Sponsorship Application for Boys Swimming & Diving and Boys Tennis. Director Johnson made a motion to approve the MSHSL application for Cooperative Sponsorship to continue the existing partnership with Jordan Public Schools and add Minnesota Connections Academy as a partner; Director Frantz seconded.
  Motion carried: 6-0
- Flexible Learning Year 2027-2030. A motion to authorize the district to pursue approval for a Pre-Labor Day start was made by Director Johnson and seconded by Director Mason.
  Motion carried: 5-1

**Future Events**

- October 26, 2026 - Study Session - DSC
- November 3, 2026 - Election Day
- November 9, 2026 - Election Canvas Meeting followed by Regular Meeting - DSC

**Adjourn for closed meeting at 7:44 pm**
Motion to adjourn was made by Director Johnson, seconded by Director Smith.
Motion carried: 6-0

Jessica Olstad, Board Vice-Chair/Clerk
Independent School District 719
4540 Tower Street SE
Prior Lake, MN 55372

JO/dk

PRIOR LAKE-SAVAGE AREA SCHOOLS

## Study Session School Board Meeting Minutes of the Board of Education

**Board Chair Bullyan called the regular meeting of the Independent School District 719 Board of Education to order in the board room at the District Services Center on October 26, 2026, at 6:00 p.m.**

**Pledge of Allegiance** led by Chair Bullyan

**Roll Call**

- Present: Lisa Atkinson, Charles Johnson, Jessica Mason, Jessica Olstad, Amy Bullyan, Mary Frantz, Dustin Smith
- Virtual: none
- Absent: none
- Administrators present: Superintendent Wagner, Executive Director of Business Services Rider, Executive Director of Administrative Services Cothern, Interim Executive Director of Academic Services Warner.

**Transition to Closed Session -** The Board met with legal counsel regarding ongoing litigation.

**Opened Closed Meeting and Transitioned to Regular Meeting** - The Regular Meeting resumed at 6:50 p.m.

**Open Forum** - 1 community member spoke.

**Board Goals** - The Board took action on each presented board goal.
Goal #1 - A motion to accept goal #1 as written was made by Director Atkinson and seconded by Director Smith.
Motion carried: 7-0
Goal #2 - Motion to amend goal #2 as written was made by Director Olstad and seconded by Director Frantz.
Motion failed 2-5
Goal #2 - Motion to accept goal #2 as written was made by Director Johnson and seconded by Director Smith.
Motion carried 7-0
Goal #3 - A motion to amend goal #3 was made by Director Johnson and seconded by Director Atkinson. After discussion, Director Mason moved to amend goal #3 further, and Director Atkinson seconded.
Motion failed: 3-4

Goal #3 - A motion to amend goal #3 with a different revision was made by Director Johnson and seconded by Director Atkinson.
Motion carried: 4-3

**Transition to Study Session -** Director Johnson moved to adjourn the business meeting and transition to the Study Session, and Director Mason seconded.
Motion carried: 7-0

**2027-2028 Calendar Option -** Executive Director of Administrative Services Cothern shared the options for the upcoming year's start dates.

**Policy Review** - Executive Director of Administrative Services Cothern presented 18 policies for a first reading.

**Adjourn** - A motion was made to adjourn the meeting by the Director and seconded by the Director.
Motion carried: 7-0

**Adjourned at 9:29 p.m.**

Jessica Olstad, Board Vice-Chair/Clerk
Independent School District 719
4540 Tower Street SE
Prior Lake, MN 55372

JO/dk

| Name | Position | Location | Designation | Job Classification | Verified by HR |
|---|---|---|---|---|---|
| Davenport, Katherine | MTS - SPED Teacher | FH | Leave of Absence | Certified | ☑ |
| Koloski, Sophie | Teacher - After School Independent Study | BRIDGES | Seasonal | Certified | ☑ |
| Lankford, Noelle | Daily Building Substitute | HRE | Resignation | Certified | ☑ |
| Lawson, David | Teacher - After School Independent Study | BRIDGES | Seasonal | Certified | ☑ |
| Mishica, Allison | MTS - 4th Grade | RR | Leave of Absence | Certified | ☑ |
| Nelson, Christine | Teacher - After School Independent Study | BRIDGES | Seasonal | Certified | ☑ |
| Priest, Perry | MTS - Technology Education Teacher | PLHS | Leave of Absence | Certified | ☑ |
| Roberts, Allison | Teacher - After School Independent Study | BRIDGES | Seasonal | Certified | ☑ |
| Serefeas, Alexius | Teacher - After School Independent Study | BRIDGES | Seasonal | Certified | ☑ |
| Steinberg, Sam | TOSA - Curriculum Specialist | DSC | Resignation | Certified | ☑ |
| Wagner, Matthew | Teacher - After School Independent Study | BRIDGES | Seasonal | Certified | ☑ |
| Williams , Collette (Kelly) | MTS - ESL Teacher | HRE | Leave of Absence | Certified | ☑ |
| Anderson, Brent | Head Softball Coach, Varsity | PLHS | Resignation | Non-Certified | ☑ |
| De La Fuente-Moreno, Brenda | ECSE Para | EW | New Position | Non-Certified | ☑ |
| Foster, Lori | Child Nutrition Helper | TOMS | Resignation | Non-Certified | ☑ |
| Guenther, Julia | MTS - SPED Para CB | TOMS | Leave of Absence | Non-Certified | ☑ |
| Guille, Ella | Assistant Dance Team Coach - Winter | PLHS | Resignation | Non-Certified | ☑ |
| Hartke, Jake | 9th Grade Boys Basketball Coach | PLHS | Resignation | Non-Certified | ☑ |
| Kasten, Kaitlyn | Child Nutrition Helper | PLHS | Resignation | Non-Certified | ☑ |
| Larsen, Joseph | Assistant Girls Hockey Coach (Goalie) | PLHS | Resignation | Non-Certified | ☑ |
| Larson, Zane | 9th Grade Football Coach | PLHS | Resignation | Non-Certified | ☑ |
| Lee, Carmen | Child Nutrition Part Time | GD | Resignation | Non-Certified | ☑ |
| McGuire, Rebecca | Administrative Assistant - Student Support Services | PLHS | Resignation | Non-Certified | ☑ |
| Minelli, Matthew | Custodian | PLHS | Resignation | Non-Certified | ☑ |
| Orishchin, Marianne | Kids Company Assistant | FH | Resignation | Non-Certified | ☑ |
| Orner, Shanna | Outside Maintenance Technician | DW | Resignation | Non-Certified | ☑ |
| Richards, Gillian | Administrative Assistant - Student Support Services | EW | Resignation | Non-Certified | ☑ |
| Schultz, Whitney | Assistant Dance Team Coach - Winter (.7 FTE, Booster Paid) | PLHS | Resignation | Non-Certified | ☑ |
| Schulze, Shari | Community Education - Para | DW | New Position | Non-Certified | ☑ |
| Solberg, Brandon | Assistant Girls Hockey Coach, JV | PLHS | Resignation | Non-Certified | ☑ |
| van Dam, Jocelyn | ECFE TA | EW | New Position | Non-Certified | ☑ |
| Velazquez de Mesa, Lorena | Custodian | PLHS | Resignation | Non-Certified | ☑ |
| Wendorff-Bathke, Ellie | Assistant Dance Team Coach - Winter (.2 FTE, Booster Paid) | PLHS | Resignation | Non-Certified | ☑ |

| Name | Position | Location | Designation | Job Classification | Effective Date | Years of Service (Retirement) | Verified by HR |
|---|---|---|---|---|---|---|---|
| Andersen, Alaa | Head Strength Coach (Fall) | PLHS | Resignation/Term/Non-Renewal | Seasonal | 6/30/2026 | | ☑ |
| Astemborski, Elizabeth | Child Nutrition Assistant Site Manager | FH | Resignation/Term/Non-Renewal | Non-Certified | 11/24/2026 | | ☑ |
| Bollinger, Michael | Technology Field Technician | DW | Resignation/Term/Non-Renewal | Non-Certified | 10/21/2026 | | ☑ |
| Denman, Matthew | Assistant Boys Hockey Coach, Varsity | PLHS | Resignation/Term/Non-Renewal | Seasonal | 10/23/2026 | | ☑ |
| Dunn, Julie | SPED Para - Center Based | FH | Resignation/Term/Non-Renewal | Non-Certified | 10/23/2026 | | ☑ |
| Elasky, Taylor | Assistant Softball Coach | PLHS | Resignation/Term/Non-Renewal | Seasonal | 10/20/2026 | | ☑ |
| Faul, Megan | MTS Teacher | JP | Resignation/Term/Non-Renewal | Certified | 10/11/2026 | | ☑ |
| Guille, Ella | Assistant Winter Dance Coach | PLHS | Resignation/Term/Non-Renewal | Seasonal | 9/24/2026 | | ☑ |
| Hartgers, Amber | Daily Building Substitute | HRE | Resignation/Term/Non-Renewal | Certified | 10/6/2026 | | ☑ |
| Hartman, Peter | Assistant Strength Coach (Winter) | PLHS | Resignation/Term/Non-Renewal | Seasonal | 6/30/2026 | | ☑ |
| Killmer, Jemma | D.E.C.A Advisor | PLHS | Resignation/Term/Non-Renewal | Seasonal | 10/23/2026 | | ☑ |
| Kroyer, K'Lee | Assistant Winter Dance Coach | PLHS | Resignation/Term/Non-Renewal | Seasonal | 9/29/2026 | | ☑ |
| Manning, Lisa | SPED Para - CB | PLHS | Resignation/Term/Non-Renewal | Non-Certified | 11/10/2026 | | ☑ |
| Richards, Gillian | SPED Para - Resource | PLHS | Resignation/Term/Non-Renewal | Non-Certified | 10/13/2026 | | ☑ |
| Schultz, Whitney | Assistant Winter Dance Coach | PLHS | Resignation/Term/Non-Renewal | Seasonal | 9/25/2026 | | ☑ |
| Shiek, Megan | Daily Building Substitute | TOMS | Resignation/Term/Non-Renewal | Certified | 11/12/2026 | | ☑ |
| Smith, Norman | Assistant Strength Coach (Fall) | PLHS | Resignation/Term/Non-Renewal | Seasonal | 6/30/2026 | | ☑ |
| Wendorff-Bathke, Ellie | Assistant Winter Dance Coach | PLHS | Resignation/Term/Non-Renewal | Seasonal | 9/23/2026 | | ☑ |
| White, Jayelin | SPED Para - CB | PLHS | Resignation/Term/Non-Renewal | Non-Certified | 10/27/2026 | | ☑ |
| Zaudtke, David | Custodian | TOMS | Resignation/Term/Non-Renewal | Non-Certified | 10/16/2026 | | ☑ |
| Coleman, Patricia | Noon Supervisor | PLHS | Retirement | Non-Certified | 10/23/2026 | 17 | ☑ |
| Freemark, Linda | Administrative Assistant to Student Support Services | DSC | Retirement | Non-Certified | 12/18/2026 | 15 | ☑ |
| Whaley, Susan | Noon Supervisor | PLHS | Retirement | Non-Certified | 10/23/2026 | 15 | ☑ |

INDEPENDENT SCHOOL DISTRICT NO. 719
Prior Lake-Savage Area Schools

**DATE OF BOARD MEETING: November 9, 2026**

The following resolution was moved by _____ and seconded by _____:

## RESOLUTION ACCEPTING DONATIONS

WHEREAS, Minnesota Statutes 123B.02, Subd. 6 provides: "The board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit of pupils thereof, including trusts created to provide pupils of the district with advanced education after completion of high school, in the advancement of education."; and

WHEREAS, Minnesota Statutes 465.03 provides: "Any city, county, school district of town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full."; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full;

THEREFORE, BE IT RESOLVED that the School Board of Prior Lake-Savage Area Schools, ISD 719, gratefully accepts the following donations as identified below:

| Donor | Item | Designation |
|---|---|---|
| Prior Lake-Savage Optimist Club | $1,000 | Community Education - Halloween Party |
| | | |
| | | |
| | | |
| | | |

The vote on the adoption of the Resolution was as follows:
Aye:
Nay:
Absent:
Whereupon, said Resolution was declared duly adopted.

By:_____ By:_____
Board Chair Board Clerk

PRIOR LAKE-SAVAGE
AREA SCHOOLS

To: School Board
From: Rob Cothern, Executive Director of Administrative Services
Date: November 9th, 2026
Re: **2026-28 MSEA Contract**

It is my recommendation that the proposed terms and conditions between the School Board and the employees represented below be approved.

Minnesota School Employees Association Non-Certified Student Support Personnel (MSEA):

- Salary schedule enhancement:
  - SY26-27: 2.0% + steps
  - SY27-28: 2.0% + steps
- Longevity schedule enhancement
  - SY26-27: No change
  - SY 27-28: $0.30 increase
- Enhancements to Health Insurance Allowance
  - SY26-27: Cover Single Premium
  - SY27-28: Cover Single Premium
- Dental Insurance Allowance
  - SY26-27: No change to current district contribution
  - SY27-28: No change to current district contribution
- Removed Campus Supervisor MOU and added role into contract
- Removed Professional Development MOU
- Removed Sick Leave Pool MOU
- Created MOU for Assignments Outside the MSEA Bargaining Unit
- Several formatting and language updates

The total compounded percentage increase over the base year equates to MSBA 6.5%.

PRIOR LAKE-SAVAGE AREA SCHOOLS

# MEMORANDUM OF UNDERSTANDING

## Assignments Outside the MSEA Bargaining Unit

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 719, Prior Lake-Savage Area Schools ("District"), and the Minnesota School Employees' Association ("MSEA").

## WHEREAS

The District created joint positions combining Kids' Company Assistant ("A") hours with classroom support ("B") hours and/or noon supervisor ("C") hours prior to and/or around the formation of MSEA;

## WHEREAS

Kids' Company Assistant hours are not included in the MSEA bargaining unit; and

## WHEREAS

The District and MSEA agree that the classroom support and noon supervisor hours are included within the MSEA bargaining unit; and

## WHEREAS

The parties wish to continue the existing arrangement for certain current employees while establishing a compensation structure for future employees performing combined assignments;

## NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. Master Agreement.**
The portion of the assignment consisting of classroom support (B) and/or noon supervisor (C) hours shall be considered part of the MSEA bargaining unit. Kids' Company Assistant (A) hours shall remain outside the MSEA bargaining unit.

**2. Compensation for Assignments.**
Except as provided in Section 3 of this MOU, employees performing combined assignments shall be compensated based upon the work being performed. Hours worked performing Kids' Company Assistant duties shall be compensated at the applicable Kids' Company rate. Hours worked performing classroom support, noon supervisor, or other MSEA bargaining unit duties shall be compensated in accordance with the applicable MSEA wage provisions.

**3. Grandfathering of Existing Employees**

Employees who were actively employed in a combined Kids' Company Assistant and classroom support and/or noon supervisor assignment as of date of contract ratification by the Prior Lake - Savage School Board, shall continue to receive the applicable Kids' Company rate for their entire scheduled shift while working in the combined assignment.

This grandfathered compensation arrangement shall apply only to employees who met the eligibility criteria as of the contract ratification by the Prior Lake - Savage School Board and shall not extend to employees subsequently hired, transferred, or newly assigned to a combined position.

The grandfathered compensation arrangement shall remain in effect for eligible employees for as long as they continuously remain in a combined assignment covered by this MOU. Employees who leave the combined assignment shall no longer be eligible for the grandfathered compensation arrangement upon any subsequent return to such an assignment.

**4. Compensation for Future Employees**

Employees who do not qualify for the grandfathered compensation arrangement described in Section 3 shall be compensated based upon the duties performed during their scheduled shift.

Hours worked performing Kids' Company Assistant duties shall be compensated at the applicable Kids' Company rate. Hours worked performing classroom support, noon supervisor, or other MSEA bargaining unit duties shall be compensated at the applicable rate established under the MSEA Master Agreement.

**5. Limitation of Grandfathered Status**

The parties agree that the grandfathered compensation arrangement established under Section 3 is intended solely to preserve the existing compensation structure for employees meeting the specified eligibility criteria.

This arrangement shall not establish an ongoing entitlement for newly hired or newly assigned employees, nor shall it create a precedent or past practice requiring the District to compensate future employees at the Kids' Company rate for work performed outside the Kids' Company program.

**6. No Precedent or Past Practice.**
Nothing in this MOU may be deemed to establish an interpretation of the Master Agreement, a precedent, or a practice or to alter any established interpretation, precedent, or practice arising out of or relating to the Master Agreement between the District and MSEA. Neither party may submit this MOU in any proceeding as evidence of a contract interpretation, a precedent, or a practice, other than in the normal process of negotiations.

**7. Equal Drafting.**
In the event any person asserts or concludes that a provision of this MOU is ambiguous, this MOU must be construed to have been drafted equally by the parties.

**8. Entire Agreement.**
This MOU constitutes the entire agreement between the parties relating to this matter. No party has relied on any statements or promises on this issue that are not set forth in this document. The MOU controls to the extent that it conflicts with the CBAs. No changes in this MOU are valid unless they are in writing and signed by all parties.

**9. Duration.**
This MOU shall remain in effect through June 30th, 2028

**For the District:**_____

Date: _____

**For the Association:**_____

Date: _____

**Prior Lake-Savage Area Schools**
4540 Tower St. SE, Prior Lake, MN 55372

**Rob Cothern**
Executive Director of Administrative Services

**phone** 952.226.0041
**web** plsas.org

PRIOR LAKE-SAVAGE AREA SCHOOLS

To: School Board

From: Rob Cothern, Executive Director of Administrative Services

Date: November 9th, 2026

Re: **2026-28 Agreements and Terms and Conditions**

It is my recommendation that the proposed terms and conditions between the School Board and the employees represented below be approved.

**American Indian Education Coordinator:**

- Salary schedule enhancements including:
  - SY26-27: 2.5%
  - SY27-28: 2.5%
- Enhancements to Health Insurance Allowance
  - SY26-27: 4%
  - SY27-28: 4%
- Enhancements to Dental Insurance Allowance
  - SY26-27: 4%
  - SY27-28: 4%

**Cultural Liaisons:**

- Salary schedule enhancements including:
  - SY26-27: 2.5%
  - SY27-28: 2.5%
- Enhancements to Health Insurance Allowance
  - SY26-27: 4%
  - SY27-28: 4%
- Enhancements to Dental Insurance Allowance
  - SY26-27: 4%
  - SY27-28: 4%

The total compounded percentage increase over the base year equates to MSBA 5.15%.

PRIOR LAKE-SAVAGE AREA SCHOOLS

To: School Board
From: Rob Cothern, Executive Director of Administrative Services
Date: November 9th, 2026
Re: **2026-28 Agreements and Terms and Conditions**

It is my recommendation that the proposed terms and conditions between the School Board and the employees represented below be approved.

**Chemical Health Specialist**

- Salary schedule enhancements including:
  - SY26-27: 2.25%
  - SY27-28: 2.50%
- Enhancements to Health Insurance Allowance
  - SY26-27: 4%
  - SY27-28: 4%
- Enhancements to Dental Insurance Allowance
  - SY26-27: 4%
  - SY27-28: 4%

**Health Aides**:

- Salary schedule enhancements including:
  - SY26-27: 2.25% + steps
  - SY27-28: 2.5% + steps
- Enhancements to Health Insurance Allowance
  - SY26-27: 4%
  - SY27-28: 4%
- Enhancements to Dental Insurance Allowance
  - SY26-27: Cover Single Premium
  - SY27-28: Cover Single Premium
- Several formatting and language updates

The total compounded percentage increase over the base year equates to MSBA 5.15%.

PRIOR LAKE-SAVAGE AREA SCHOOLS

To: School Board
From: Rob Cothern, Executive Director of Administrative Services
Date: November 9th, 2026
Re: **2026-28 Agreements and Terms and Conditions**

It is my recommendation that the proposed terms and conditions between the School Board and the employees represented below be approved.

**Kids Co Site Leads:**

- Salary schedule enhancements including:
  - SY26-27: 1.4% + steps
  - SY27-28: 1.75% + steps
- Health Insurance Allowance Increase:
  - SY26-27: 4%
  - SY27-28: 4%
- Dental Insurance Allowance Increase
  - SY 26-27: Cover Single Premium
  - SY 27-28: Cover Single Premium

**Kids Co Assistants**:

- Salary schedule enhancements including:
  - SY26-27: 2.0% + steps
  - SY27-28: 2.2% + steps

The total compounded percentage increase over the base year equates to MSBA 5.15%.

PRIOR LAKE-SAVAGE AREA SCHOOLS

To: School Board
From: Rob Cothern, Executive Director of Administrative Services
Date: November 9th, 2026
Re: **2026-28 Agreements and Terms and Conditions**

It is my recommendation that the proposed terms and conditions between the School Board and the employees represented below be approved.

**Teacher Daily Substitutes:**

- Salary schedule enhancements including:
  - SY26-27: 2.5%
  - SY27-28: 2.5%

**Building Monitors:**

- Salary schedule enhancements including:
  - SY26-27: 2.5%
  - SY27-28: 2.5%

**Kids Company Student Employees:**

- Salary schedule enhancements including:
  - SY26-27: 2.5%
  - SY27-28: 2.5%

**Pool Employees:**

- Salary schedule enhancements including:
  - SY26-27: 2.5%
  - SY27-28: 2.5%

**Summer Swim Assistant Coordinator:**

- Salary schedule enhancements including:
  - SY26-27: 2.5%
  - SY27-28: 2.5%

**Early Childhood Screening Nurse**

- Salary schedule enhancements including:
  - SY26-27: 2.5%
  - SY27-28: 2.5%

The total compounded percentage increase over the base year equates to MSBA 5.15%.

INDEPENDENT SCHOOL DISTRICT 719
Prior Lake – Savage Area
**2027-28 School Year**

Version 8/30 start - board meeting 11/9

Calendar Summary:

| | |
|---|---|
| July 5 | 4th of July Holiday - All Buildings Closed |
| Aug. 16-18 | Elementary/Secondary New Teacher Inservice |
| Aug. 23-27 | District/Building Inservice/Staff Workday (E-12) |
| Aug. 25 | Open House (Gr. 6-8: 4 hrs/evening) |
| Aug. 26 | Elementary Day and Evening Assessments (2 hrs) |
| Aug. 30 | Elementary Day Assessments |
| **Aug. 30** | **First Day of School (Gr. 6 and Gr. 9 only)** |
| **Aug. 31** | **First Day of School (Gr.K-5, Gr. 7-8 & Gr. 10-12)** |
| Sept. 6 | Labor Day No School (Gr. E-12) |
| Sept. 7 | Open House (Gr. 9-12: 4 hrs/evening) |
| Sept. 30 | Parent Conferences (Gr. 6-8: 4 hrs/evening) |
| | Parent Conferences (Gr. 9-12: 4 hrs/evening) |
| Oct. 4 | Parent Conferences (Gr. 6-8: 4 hrs/evening) |
| Oct. 6 | **No School (Gr. E-12)** |
| | Staff PD Day |
| Oct. 21-22 | **Educ. MN Convention - No School (Gr. E-12)** |
| Nov. 4 | End of 1st Quarter (45 Days Sec./44 Elem.) |
| Nov. 5 | **No School (Gr. E-12)** |
| | Staff Workday (am/pm) |
| Nov. 9 | First Day of 2nd Quarter |
| Nov. 11 | Parent Conferences (Gr. PreK-5 : 4 hrs/evening) |
| Nov. 12 | **No School (Gr. E-12)** |
| | 6-12 Building PD Day |
| | Elementary Conferences Full Day (8 hrs |
| Nov. 23 | Parent Conferences (Gr. 9-12: 4 hrs/evening) |
| Nov 24-26 | **Thanksgiving Break - No School (Gr. E-12)** |
| Dec 23-Jan 2 | **Winter Break - No School (Gr. E-12)** |
| Jan. 3 | Classes Resume |
| Jan 17 | **No School (Gr. E-12)** Martin Luther King Day |
| | Staff PD Day |
| Jan. 20 | End of 2nd Quarter/1st Semester (42 Dys/87 Dys Sec, 86 Elem) |
| Jan. 21 | **No School (Gr. E-12)** |
| | Staff Workday (am/pm) |
| Jan. 24 | First Day of 3rd Quarter/2nd Semester |
| Feb. 17 | Parent Conferences (Gr. 6-12: 4 hrs/evening) |
| Feb. 22 | Parent Conferences (Gr. 6-8: 4 hrs/evening) |
| Mar. 9 | Parent Conferences (Gr. PreK-5 : 4 hrs/evening) |
| Mar. 10 | 6-12 Building PD Day (4 hrs) |
| | Elementary Conferences Full Day (8 hrs) |
| Mar. 16 | End of 3rd Quarter (38 Days) |
| Mar. 17 | **No School (Gr. E-12)** |
| | Staff Workday (am/pm) |
| Mar. 20-24 | **Spring Break - No School (Gr. E-12)** |
| Mar. 27 | First Day of 4th Quarter |
| Apr. 20 | Parent Conferences (Gr. 9-12: 4 hrs/evening) |
| May 25 | **Last Day of School (Gr. K-12)** |
| | End of 4th Quarter/2nd Semester (44 Dys/82 Dys) |
| | Commencement |
| May 26 | **No School (Gr. K-12)** |
| | Staff Workday (am/pm) |
| May 29 | Memorial Day Holiday - All Buildings Closed |
| June 19 | Juneteenth Holiday – All Buildings Closed |

**JULY 2027**

| M | T | W | T | F |
|---|---|---|---|---|
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

**AUGUST 2027**

| M | T | W | T | F |
|---|---|---|---|---|
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |
| 30 | 31 | | | |

**SEPTEMBER 2027**

| M | T | W | T | F |
|---|---|---|---|---|
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30c | |

**OCTOBER 2027**

| M | T | W | T | F |
|---|---|---|---|---|
| | | | | 1 |
| 4c | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 |

**NOVEMBER 2027**

| M | T | W | T | F |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11c | 12c |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23c | 24 | 25 | 26 |
| 29 | 30 | | | |

**DECEMBER 2027**

| M | T | W | T | F |
|---|---|---|---|---|
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

**JANUARY 2028**

| M | T | W | T | F |
|---|---|---|---|---|
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |
| 31 | | | | |

**FEBRUARY 2028**

| M | T | W | T | F |
|---|---|---|---|---|
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17c | 18 |
| 21 | 22c | 23 | 24 | 25 |
| 28 | 29 | | | |

**MARCH 2028**

| M | T | W | T | F |
|---|---|---|---|---|
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | 9c | 10c |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

**APRIL 2028**

| M | T | W | T | F |
|---|---|---|---|---|
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20c | 21 |
| 24 | 25 | 26 | 27 | 28 |

**MAY 2028**

| M | T | W | T | F |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | 31 | | |

**JUNE 2028**

| M | T | W | T | F |
|---|---|---|---|---|
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

**Key**

| | |
|---|---|
| | |
| | Teacher Duty Day and Student Contact Day |
| | Teacher only Duty Day |
| | No Teacher Duty Day and No Student Contact Day |
| | New Teacher Welcome |
| | |

Totals:
Teachers - 185
Students (6th and 9th) - 169
Students (K-5, 7-8th, 10-12th) - 168

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 428 EMPLOYEE USE OF SOCIAL MEDIA

## I. PURPOSE

Prior Lake-Savage Area Schools recognizes the value of technology tools in enhancing student learning experiences and the growing role of social media in our learning environments. The District also recognizes its obligation to teach and ensure responsible and safe use of these technologies.

The purpose of this policy is to address the use of social media in the classroom, to provide guidance to employees on the maintenance of professional ethics and boundaries when utilizing social media in their personal and professional lives, and to provide Student Code of Ethics guidelines.

## II. DEFINITIONS

Public online social media are defined to include: websites, blogs, wikis, social networks, online forums, virtual worlds, and any other interactive social media generally available to the public on the Internet. ~~(e.g., Facebook, XTwitter, Pinterest, Instagram, Snapchat, YouTube, blogs, etc.).~~

The Learning Management System (LMS) is defined as a software application for the administration, documentation, tracking, reporting, and delivery of e-learning education courses or training programs.

Per Policy 404, employee means all persons whose employment is approved by the board.

## III. GENERAL STATEMENT OF POLICY

A. This policy addresses employees' use of publicly available social media networks. The District takes no position on employees' decision to participate in the use of social media networks for personal use on personal time. However, use of these media for personal use during District time or on District equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate state or federal laws, or District policies.

   The District provides password-protected District-approved technologies for e-learning and encourages use of District tools for collaboration by employees. However, public social media networks, outside of those sponsored by the District, may not be used for classroom instruction or school-sponsored activities without the prior authorization of the Superintendent or designee.

   The District may use social media tools and other communication technologies in fulfilling its responsibility for effectively communicating with the general public.

B. The line between professional and personal relationships is blurred within a social media context. When employees choose to join or engage with District students, families or fellow employees in a social media context that exists outside those approved by the District, they are advised to maintain their professionalism as District employees and have responsibility for addressing inappropriate behavior or activity on these networks, including requirements for mandated reporting.

All employees are expected to serve as positive ambassadors for our schools and to remember they are role models to students in this community. Because readers of social media networks may view the employee as a representative of the schools and the District, the District requires employees to observe the following rules when referring to the District, its schools, students, programs, activities, employees, volunteers, and communities on any social media networks:

1. An employee's use of any social media network and an employee's postings, displays, or communications on any social media network must comply with all state and federal laws and any applicable District policies.

2. ~~Employees must be respectful and professional in all communications (by word, image or other means).~~ ¶

¶

3. ~~Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or defamatory or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying.~~

4. Employees should not use their District email address for communications on public social media networks that have not been approved by the District.

5. Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of the District.

6. Employees may not act as a spokesperson for the District or post comments as a representative of the District, except as authorized by the Superintendent or the Superintendent's designee. When authorized as a spokesperson for the District, employees must disclose their employment relationship with the District.

7. Employees may not disclose information on any social media network that is confidential or proprietary to the District, its students, or employees or that is protected by data privacy laws.

8. Employees may not use or post the District logo (defined as the leaf seedling) on any social media network without permission from the Superintendent or designee.

9. Employees may not post images on any social media network of co-workers without the co-workers' consent.

10. The use of student photos for educational purposes on school-approved social media venues is allowable. A parent/legal guardian or student may, however, notify the school in writing that photos of individual students may not be shared on social media sites. Parents/legal guardians (or students age 18+) who wish to opt out of Directory Information and/or Use of Student Photos in Social Media must fill out and submit an

opt-out form to the school district by October 1st of each year. Employees may not post or publish any student photos if an opt-out form for an individual student has been submitted to the building principal. Opt-out forms are to be submitted no later than October 1st of each year, per policy 515.

11. Employees may not post any non-public images of the District premises and property, including floor plans.

12. Exercise caution when choosing to be “friends” with students of Prior Lake-Savage Area Schools or their parents/legal guardians on your personal online social media site. Educational employees have a responsibility to maintain appropriate employee-student relationships, whether on or off duty. In general, if your connection is due to your role as an employee of the district (rather than as a relative or family friend) it is recommended that you maintain a professional relationship and decline the online “friendship” on your personal site.

    If you are uncertain of the language to use when declining the “friend” request of a student or parent/legal guardian, consider the following suggestion for a response:

    *Thank you for your friend request. I have a routine practice of only sharing information with students or parents/legal guardians through my professional email and web resources. If you feel your request is directly related to my professional responsibilities, feel free to use my school email or through the LMS to contact me.*

C. The District recognizes that student groups that are sanctioned by the District or members of the public may create social media representing students or groups within the District. When employees, including coaches/advisors, choose to join or engage with these social networking groups, they do so as an employee of the District.

   Employees have responsibility for maintaining appropriate employee-student relationships at all times and have responsibility for addressing inappropriate behavior or activity on these networks. This includes taking action to protect minors' safety online. ~~Employees shall annually disclose to their principal or administrative supervisor the existence of their professional participation in such networks.¶~~

D. Employees who participate in social media networks may decide to include information about their work with the District as part of their personal profile, as it would relate to a typical social conversation. This may include:

   1. Work information included in a personal profile, to include District name, job title, and job duties.

   2. Status updates regarding an employee’s own job promotion.

   3. Personal participation in District -sponsored events, including volunteer activities.

E. An employee who is responsible for a professional social media network posting that fails to comply with the rules and guidelines set forth in this policy may be subject to discipline, up to and including termination. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or private information, information that violates the privacy rights or other rights of a third party, or the content of anything posted on any social media network.

F. Anything posted on an employee's website, blog, or other Internet content or social media site for which the employee is responsible will be subject to all District policies, rules, regulations, and guidelines. Where applicable, employees may be asked to disclose to the District the existence of and to provide the District with access to an employee's website, blog, or other personal social media network as part of an employment selection, promotion, or disciplinary process.

G. Use of District-approved, online social media in the classroom is subject to the following:

1. Students will adhere to a Student Code of Ethics Using Social Media, which can be found in Policy 524: Electronic Technologies Acceptable Use Policy.

2. Teachers shall instruct students on the appropriate use of such sites. Policy 524 Electronic Technologies Acceptable Use Policy, contains Acceptable and Unacceptable Internet Use by Students and a Student Code of Ethics Using Social Media.

3. Teachers must ensure that private student data and work is not made public on public online social media sites unless permission for publication of student work or data on the Internet is obtained.

4. When using online social media in the classroom, teachers shall ensure compliance with any applicable terms of use.

**Cross References:** Policy 404 (Employment Of All Staff)
Policy 515 (Protection and Privacy of Student Records)
Policy 524 (Electronic Technologies Acceptable Use Policy)

School Board Adoption: February 12, 2024

*Orig:* *May 2011*
*Revised:* *August 2012*
*June 2014*
*October 2017*
*February 2022*
*February 2024*

An Equal Opportunity School District

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 429 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS

## I. PURPOSE

The purpose of this policy is to establish general parameters for determining the workload limits of special education staff who provide services to children with disabilities receiving direct special education services 60 percent or less of the instructional day.

## II. DEFINITIONS

A. Special Education Staff; Special Education Teacher

"Special education staff" and "special education teacher" both mean a teacher employed by the school district who is licensed under the rules of the Minnesota Board of Teaching to instruct children with specific disabling conditions.

B. Direct Services

"Direct services" means special education services provided by a special education teacher when the services are related to instruction, including cooperative teaching.

C. Indirect Services

"Indirect services" means special education services provided by a special education teacher which include ongoing progress reviews; cooperative planning; consultation; demonstration teaching; modification and adaptation of the environment, curriculum, materials, or equipment; and direct contact with children with disabilities to monitor and observe. Indirect services may be provided by a teacher or related services professional to another regular education, special education teacher, related services professional, paraprofessional, support staff, parents, and public and nonpublic agencies to the extent that the services are written in the pupil's IEP and IFSP.

D. Workload

"Workload" means a special education teacher's total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

## III. GENERAL STATEMENT OF POLICY

A. Workload limits for special education teachers shall be determined by the appropriate special education administrator, in consultation with the building principal and the superintendent.

B. In determining workload limits for special education staff, the school district shall take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of IEPs, travel time, and other services required in the IEPs of eligible students.

Collective bargaining agreement unaffected

This policy shall not be construed as a reopening of negotiations between the school district and the special education teachers' exclusive representative, nor shall it be construed to alter or limit in any way the managerial rights or other authority of the school district set forth in the Public Employers Labor Relations Act or in the collective bargaining agreement between the school district and the special education teachers' exclusive representative.

**Legal References:** MN Stat. § 179A.07, Subd. 1 (Inherent Managerial Policy)
MN Rule 3525.0210, Subps. 14, 27, 44, and 49 (Definitions)
MN Rule 3525.2340, Subp. 4.B. (Case Loads for School-Age Educational Service Alternatives)

**Cross References:** ~~Policy 608 (Instructional Services – Special Education)~~

School Board Adoption: June 10, 2024

*Orig:* *June 2015*
*Revised:* *July 2020*
*October 2021*
*June 2024*

An Equal Opportunity School District

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 521 STUDENT DISABILITY NONDISCRIMINATION

## I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

## II. GENERAL STATEMENT OF POLICY

A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.

B. The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

C. For this policy, a learner who is protected under Section 504 is one who:

1. has a physical or mental impairment that substantially limits one or more major life activities; or
2. has a record of such impairment; or
3. is regarded as having such impairment.

D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

E. Failure to engage in the process to determine if a reasonable accommodation exists that would allow people with disabilities as defined in Minnesota Statutes, section 363A.03, subdivision 12, to participate fully in education may be an unfair discriminatory practice under the Minnesota Human Rights Act.

~~E~~F.. Direct Threat. In accordance with the Americans with Disabilities Act (“ADA”), the school does not need to permit an individual to participate in or benefit from its services, programs, or activities when that individual poses a direct threat to the health or safety of others. In determining whether the individual poses a direct threat for purposes of the ADA, the school district will conduct an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: (1) the nature, duration, and severity of the risk; (2) the probability that the potential injury will actually occur; and (3) whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk. The school will ask a student’s parents/legal guardian to provide any information they believe may be relevant to conducting the direct threat analysis.

**COORDINATOR**

Persons who have questions, comments, or complaints should contact the Director of Student Support Services, ~~4540 Tower Street SE~~ 5061 Minnesota St. SE, Prior Lake, MN 55372 or at 952.226.0033. This person is the school district's ADA/504 Coordinator. The school shall conspicuously post the name of the ADA/Section 504 Coordinator, including office mailing address and telephone number.

**GRIEVANCE PROCEDURES**

A. File Complaint with School ADA/Section 504 Coordinator

1. If a student's parent or legal guardian, or a student who has reached 18 years of age (i.e., eligible student), has a complaint of discrimination on the basis of the student's disability, the parent, legal guardian, or eligible student may file a local grievance (also referred to as a complaint) with the ADA/Section 504 Coordinator. Any school principal, other administrator, or other employee who receives a report of discrimination prohibited by this policy shall inform the ADA/Section 504 Coordinator immediately. If the complaint relates to the ADA/Section 504 Coordinator, then the complaint may be submitted to the Superintendent of Schools.

2. The school encourages the parent, legal guardian, or eligible student to file a complaint within thirty (30) calendar days of the alleged violation whenever possible. Upon filing a complaint with the school, the parent, legal guardian, or eligible student will be asked to provide a brief description of the alleged discriminatory action, the date of the alleged action, and the name of the person(s) responsible for the alleged action.

3. The school encourages the parent, legal guardian, or eligible student to use the accompanying Student Disability Discrimination Grievance Report Form, but oral reports will be considered complaints as well. Use of the Report Form is not mandatory.

4. Submission of a good faith complaint of disability discrimination will not affect the complainant's future employment, grades, work assignments, or work or educational environment.

5. False accusations or complaints of discrimination against another person are prohibited.

B. Investigation of Complaint

1. By authority of the school, the ADA/Section 504 Coordinator, upon receipt of a complaint, shall promptly undertake or authorize an investigation unless the matter can be resolved informally. The investigation may be conducted by school officials or by a third party designated by the school.

2. The investigation may consist of personal interviews with the parent, legal guardian, or eligible student, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

3. In determining whether alleged conduct constitutes a violation of this policy, the school should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

4. The investigation will be completed within thirty (30) calendar days of receipt of the complaint, unless good cause exists for a longer period of time. Upon completion of the investigation, the investigator shall make a written report of the result of the school's investigation to the ADA/Section 504 Coordinator. The report shall include a determination of whether the allegations have been substantiated and whether they appear to be violations of this policy. The result of the school's investigation will be reported in writing to the parent, legal guardian, or eligible student by the school in accordance with state and federal law regarding data or records privacy. The parent, legal guardian, or eligible student will also be informed of the right to appeal per paragraph C below.

C. Appeal of Complaint

In the event the parent, legal guardian, or eligible student does not believe that the complaint has been resolved to the individual's satisfaction, the individual may appeal to the Superintendent. Any appeal must be made in writing within fourteen (14) calendar days of receipt of the written result of the school's investigation. If the Superintendent conducted the initial investigation, you may submit a signed statement of appeal to the School Board Chair.

D. Review of Appeal

The Superintendent shall conduct a review of a timely appeal and within forty (40) calendar days of receipt of the appeal, shall investigate further if necessary, and shall respond in writing to the parent, legal guardian, or eligible student to the extent allowed by law. The decision of the Superintendent is final but does not prohibit the parent, legal guardian, or eligible student from pursuing alternative complaint procedures as discussed below in Section VII.

**SCHOOL ACTION**

Upon completion of an investigation (or appeal) that determines a violation of this policy has occurred, the school will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, or termination, of employment. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School action taken for violation of this policy will be consistent with requirements of applicable Minnesota and federal law and school policies and procedures.

**RETALIATION**

The school will discipline or take appropriate action against any student, teacher, administrator, or other school personnel, or agent of the school, including, but not limited to, volunteers, who retaliates against any person who asserts, alleges, or makes a good faith report of alleged discrimination prohibited by this policy, or who testifies, assists, or participates

in an investigation, proceeding, or hearing relating to such discrimination or retaliation. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the retaliation or reprisal.

**RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

These procedures do not deny the right of the parent, legal guardian, or eligible student to pursue other avenues of recourse at any time which may include filing charges with the Minnesota Department of Human Rights, initiating civil action, or seeking redress under state criminal statutes and/or federal law, or contacting the Office for Civil Rights for the United States Department of Education.

U.S. Department of Education
Office for Civil Rights, Chicago Office
500 W. Madison Street – Suite 1475
Chicago, IL 60661
Tel: 312-730-1560
Fax: 312-730-1576
Email: OCR.Chicago@ed.gov

MN Department of Human Rights
Freeman Building
625 Robert Street North
St. Paul, MN 55155
Tel: 651-539-1100
Toll-free: 1-800-657-3704
Fax: 651-296-9042
Email: Info.MDHR@state.mn.us

**PROCEDURAL SAFEGUARDS**

This Section VIII applies to students who have been identified as eligible for Section 504 services or students believed to be eligible for Section 504 services. If a student's parent or legal guardian or an eligible student disagrees with the school's decisions or actions regarding the student's identification, evaluation, educational program, or placement under Section 504, please refer to the Notice of Procedural Safeguards and Parent and Student Rights – Section 504 of the Rehabilitation Act of 1973 found on the District Website.

**PRIVACY**

The school will respect the privacy of the student, parent, legal guardian, or eligible student, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

**DISSEMINATION OF POLICY AND EVALUATION**

A. This policy shall be made available to all students, parents and legal guardians, staff members, and employee organizations.

B. The school shall review this policy and the school's operation for compliance with state and federal laws prohibiting discrimination on a periodic basis.

**Legal References:** 42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)
29 U.S.C. § 794 et seq. (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)
Minn. Stat. § 363A.02, Subd. 1 (Public Policy)

**Cross References:** Policy 402 (Disability Nondiscrimination)

School Board Adoption: June 10, 2024

*Orig:* *September 2008*
*Revised:* *September 2013*
*April 2016*
*March 2018*
*August 2018*
*July 2020*
*December 2020*
*April 2022*
*June 2024*

An Equal Opportunity School District

## 721 PROCUREMENT POLICY

**[NOTE: School districts are required by the federal Uniform Grant Guidance (UGG) regulations, 2 Code of Federal Regulations, part 200, to have the policies that establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, the United States Office of Management and Budget increased the threshold dollar amounts for both simplified acquisition costs ($250,000) and micro-purchases ($10,000). In addition, school districts must comply with Minnesota laws on procurement.]**

## I. PURPOSE

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

## II. DEFINITIONS

A. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations, section 200.431 (Compensation - Fringe Benefits).

B. "Competitive procurement process" means a process for procurement by sealed bids or by proposals under Minnesota Statutes, section 471.345.

C. "Contract" means a legal instrument by which the school district purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations, Part 200, does not include a legal instrument, even if the school district considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

D. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

E. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the school district for financial statement purposes, or $10,000.

F. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. below:

1.

a. The federal financial assistance that the school district receives directly from a federal awarding agency or indirectly from a pass-through

entity, as described in 2 Code of Federal Regulations, section 200.101; or

b. The cost-reimbursement contract under the federal Acquisition Regulations that the school district receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101.

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definition of *Federal financial assistance* in 2 Code of Federal Regulations 200.1, or the cost-reimbursement contract awarded under the federal Acquisition Regulations.

3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

G. "Grants" includes

1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).

2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

**[NOTE: All requirements outlined in this policy apply to both direct grants and state-administered grants.]**

H. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

I. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations, section 200.431(g) for retirees and their spouses, dependents, and survivors.

J. "Severance pay" is a payment in addition to regular salaries and wages by the school district to workers whose employment is being terminated.

K. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

## III. GENERAL STATEMENT OF POLICY - PROCUREMENT METHOD OPTIONS

A. Procurement by micro-purchase

The acquisition of supplies or services when the aggregate dollar amount of the procurement transaction does not exceed the micro-purchase threshold (generally $10,000, except as otherwise discussed in 48 Code of Federal Regulations, subpart 2.1 or as periodically adjusted for inflation).

**[NOTE: Minnesota school districts may choose to increase their federal micro-purchase threshold to $25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold. The annual certification must include a justification,**

**clear identification of the threshold, and supporting documentation of any of the following: (1) a qualification as a low-risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations, section 200.520 for the most recent audit; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]**

B. Procurement by small purchase procedures

This procurement method may be used when the value of the procurement transaction does not exceed the federal simplified acquisition threshold and is within the state threshold of $175,000. If a small purchase procedure is used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the school district may exercise judgment in determining what number is adequate.

**[NOTE: Despite the federal government's increase in the dollar cap for small purchases to $250,000, Minnesota Statutes, section 471.345 limits the cap for small purchase procedures to $175,000.]**

C. Procurement by sealed bids (formal advertising)

This procurement method involves a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

D. Procurement by competitive proposals

This procurement method is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

E. Procurement by noncompetitive proposals

This procurement method involves solicitation of a proposal from only one source.

**[NOTE: Article IV. Conflict of Interest has been moved to Article XI. to create a seamless set of Articles regarding procurement.]**

## IV. GENERAL PROCUREMENT STANDARDS

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

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

C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. Breaking up a procurement into smaller components to avoid the thresholds established in this policy is prohibited.

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

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

E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered.

H. Thresholds for Employee Purchases

1. The superintendent and/or **[Executive Director of Business Services~~insert title(s) as appropriate~~]**, in conjunction with the school board, is responsible for overseeing the procurement process, including establishment of procedures, internal controls, quality assurance, methods of greatest economy, and compliance with all applicable laws. To be valid, all contracts must be approved by the board, except as otherwise provided in this policy. Nothing in this paragraph shall be construed to waive or supersede statutory requirements relating to public contracts, competitive bidding thresholds, or school board oversight, except as expressly permitted by law.

2. Individual school district employees may incur department lead approved expenditures in the following amounts without prior board approval so long as such expenditures are consistent with the school board-approved budget, provided that in all cases the school board retains authority to disapprove any expenditure for any reason at its sole discretion:

   a. Any school district employee may make a purchase for use in connection with school district operations when the expenditure is ~~less than $1,000 and is~~ consistent with this policy's requirements.

   b. In addition to the foregoing, the following school district employees may execute a purchase or procurement that requires the expenditure of up to the following amounts:

      (1). Superintendent: Up to **[$175,000~~insert dollar amount~~]**

      (2). **[Executive Director of Business Services~~insert title~~]**: Up to **[$175,000~~insert dollar amount~~]**

      (3). Assistant Director of Business Services: Up to $175,000.

      **[NOTE: The school board has the authority to determine whether to adopt Subparagraph H.2. In addition, the board may determine the employees to be included and the expenditure amounts to be authorized.]**

3. Emergency expenditures and procurement authorization

   Notwithstanding other provisions of this policy, including the threshold authorization above, the superintendent is authorized to approve emergency expenditures when the superintendent determines that a public exigency or emergency exists that threatens the health, safety, or welfare of students,

staff, or school district property and that the expenditure cannot be delayed until the next regular or special meeting of the school board without material harm to the school district.

In an emergency, the Superintendent may authorize an expenditure in excess of the Superintendent's delegated purchasing authority, subject to the following conditions:

1. The procurement shall comply with applicable state and federal law, including the use of noncompetitive procurement when permitted by law;

2. The superintendent shall document the nature of the emergency, the basis for determining that immediate action was required, and the reason competitive procurement procedures were not used;

3. The expenditure shall be reported to the school board for ratification at the next regular or specially called school board meeting; and

4. Emergency authority under this paragraph is limited to the specific emergency circumstances and does not constitute a permanent increase in the superintendent's purchasing authority.

[**NOTE: Optional Dollar Limitation: Emergency expenditures authorized by the superintendent under this paragraph shall not exceed $ 175,000 per occurrence, unless prior school board approval is obtained or such approval is impracticable due to the timing and nature of the emergency, in which case Board ratification shall be sought as soon as practicable.**]

## V. PROCUREMENT METHODS WHEN USING STATE FUNDS

The school district must use one of the following methods of procurement when using state funds:

A. Procurements for $25,000 or less

If the amount of the contract is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the school district's discretion. If the contract is made upon quotation it shall be based, so far as practicable, on at least two (2) quotations which shall be kept on file for a period of at least one (1) year after their receipt.

Alternatively, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Procurements for $25,000 or less also may be conducted by micro-purchase.

B. Procurements Exceeding $25,000 but not $175,000

1. Sealed Bids or Direct Negotiation

If the amount of the contract is estimated to exceed $25,000 but not to exceed $175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two (2) or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one (1) year after receipt thereof.

2. Best Value Alternative

As an alternative to the procurement method described in Subparagraph B.1 above, the school district may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statutes, section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

C. Procurements Exceeding $175,000

If the amount of the contract is estimated to exceed $175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing school district contracts.

Procurement by Sealed Bids

Procurement by sealed bids means a process in which bids are publicly solicited and a firm fixed price contract by lump sum or unit price is awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is the lowest in price. If sealed bids are used, the following requirements apply:

1. bids must be solicited from an adequate number of qualified sources, providing bidders sufficient response time prior to the date set for opening bids;

2. the invitation for bids, which includes any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

3. all bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;

4. a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that the discounts are usually taken advantage of;

5. any or all bids may be rejected if there is a sound documented reason; and

6. in order for a sealed bid to be feasible, the following conditions must be present:

   a. a complete, adequate, and realistic specification or purchase description is available;

   b. two (2) or more responsible bidders are willing and able to compete effectively for the business; and

   c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the price.

D. Procurement by Proposals

"Procurement by proposals" means a process in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

1. requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

2. the school district must have a written method for conducting technical evaluations of the proposals received and for making selections; and

3. contracts must be awarded to the responsible offeror whose proposal is most advantageous to the school district, with price and other factors considered.

## VI. PROCUREMENT METHODS WHEN USING FEDERAL FUNDS

A. Procurement by Competitive Proposals

This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. If this method is used, the following requirements apply:

1. Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered;

2. Proposals must be solicited from an adequate number of qualified sources;

3. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

5. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

B. Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals may be used only when one (1) or more of the following circumstances apply:

1. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;

2. The item is available only from a single source;

3. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

4. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or

5. After solicitation of a number of sources, competition is determined inadequate.

C. Competition

1. All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of 2 Code of Federal Regulations, sections 200.319 and .320.

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

   a. are made in accordance with 2 Code of Federal Regulations, section 200.319(b);

   b. incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

   c. identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

D. The school district must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the school district must consider objective factors that evaluate price and cost to maximize competition. The school must not preclude potential bidders from qualifying during the solicitation period.

E. The school district is prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed $25,000.

F. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations, section 180.215.

**[NOTE: Thresholds are now set in Article IV.H above.]**

G. Managing Property and Equipment and Safeguarding Assets

1. Property Standards

   The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to other property owned by the school district. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations, sections 200.311, 200.314, and 200.315.

2. Managing Equipment

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

a. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

c. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

d. Adequate maintenance procedures must be developed to keep property in good condition.

e. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

H. Cybersecurity

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

1. Personally identifiable information;

2. Information that the federal agency or pass-through entity designates as sensitive; and

3. other information that the school district considers sensitive and is consistent with applicable federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

**[NOTE: See 2 Code of Federal Regulations, section 200.303, which establishes internal controls that the school district must implement.]**

## VII. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management

The school district's financial management systems, including records documenting compliance with federal statues, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and tracking expenditures to

establish that funds have been used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment

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

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

C. Internal Controls

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

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

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

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

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

## VIII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

A. Allowable Use of Funds

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

B. Definitions

1. "Advance payment" means a payment that a federal agency or pass-through entity makes by any appropriate payment mechanism and payment method before the school district disburses the funds for program purposes.

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

3. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements).

4. "Omni Circular"(also known as 2 Code of Federal Regulations, part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or the Uniform Grant Guidance means federal cost principles that provide standards for determining whether costs may be charged to federal grants.

C. Allowable Costs

The following items are costs that may be allowable under the 2 Code of Federal Regulations, part 200, subpart E under specific conditions (review the specific part of 2 Code of Federal Regulations 200, subpart E for allowability requirements for the specific cost):

1. Advertising and public relations;

2. Advisory councils;

3. Audit costs and related services;

4. Bonding costs;

5. Compensation - personal services;

6. Compensation – fringe benefits;

7. Conferences;

8. Contingency provisions;

9. Depreciation;

10. Employee health and welfare costs;

11. Equipment and other capital expenditures;

12. Gains and losses on disposition of depreciable assets;

13. Insurance and indemnification;

14. Intellectual property;

15. Maintenance and repair costs;

16. Materials and supplies costs, including costs of computing devices;

17. Memberships, subscriptions, and professional activity costs;

18. Organization costs;

19. Participant costs;

20. Plant and security costs;

21. Pre-award costs;

22. Professional service costs;

23. Proposal costs;

24. Publication and printing costs;

25. Rearrangement and reconversion costs;

26. Recruiting costs;

27. Relocation costs of employees;

28. Rental costs of buildings and equipment;

29. Scholarships, student aid costs, and tuition remission;

30. Specialized service facilities;

31. Taxes;

32. Telecommunication and video surveillance costs;

33. Termination and standard closeout costs;

34. Training and education costs;

35. Transportation costs; and

36. Travel costs.

D. Costs Forbidden by Federal Law

2 Code of Federal Regulations, part 200 and EDGAR identify certain costs that may never be paid with federal funds. The list below provides examples of such costs. If a cost is on this list, it may not be supported with federal funds unless an exception exists (review the specific part of 2 Code of Federal Regulations 200, subpart E for possible exceptions to unallowable costs). The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations, part 200, subpart E; thus, the following list is not exhaustive:

1. Alcoholic beverages;

2. Bad debts;

3. Contingency provisions (with limited exceptions);

4. Contributions and donations

5. Entertainment (with limited exception);

6. Fines, penalties, damages, and other settlements;

7. Fundraising and investment management costs (with limited exceptions);

8. General costs of government (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));

9. Goods or services for personal use;

10. Interest (except interest specifically stated in 2 Code of Federal Regulations, section 200.449 as allowable);

11. Lobbying;

12. Losses on other Federal awards or contracts;

13. Selling and marketing;

14. Student activity costs;

15. Religious use;

16. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);

17. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and

18. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.

2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.

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

F. Federal Cost Principles

The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes core principles that serve as an important guide for effective grant management. These core principles require all costs to be:

1. Necessary for the proper and efficient performance or administration of the program.

2. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.

3. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a

teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.

4. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.

5. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules

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

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.

2. Many state-administered programs require school districts to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the "supplement, not supplant" provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three (3) situations:

   a. The school district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.

   b. The school district uses federal funds to provide services that the school district provided with state or local funds in the prior year.

   c. The school district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.

4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.

2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.

2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

J. Employee Sanctions

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

K. Reduction in Aid

If the school district makes a purchase without a procurement policy adopted by the school board or makes a purchase not in conformity with the school district's procurement policy, the Commissioner may reduce that school district's state aid in an amount equal to the purchase.

L. Property, Financial Investments, and Contracting

The school district is subject to and must comply with Minnesota Statutes, sections 15.054 and 118A.01 to 118A.06 governing government property and financial investments and sections 471.38, 471.391, 471.392, and 471.425 governing municipal contracting.

M. Mandatory Disclosures

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

The disclosure must be made in writing to the DOE, MDE, and the MDE Office of Inspector General (if applicable). School districts are also required to report matters related to school district integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations, part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

## IX. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

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

1. Is reasonable for the services rendered and conforms to the established written school district policy consistently applied to both federal and non-federal activities; and

2. Follows an appointment made in accordance with the school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, the school district must follow its written non-federal, entity wide policies and practices

concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave

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

a. They are provided under established written leave policies;

b. The costs are equitably allocated to all related activities, including federal awards; and

c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations, section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the school district's written policies.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established school district written policies.

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

C. Insurance and Indemnification

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

D. Recruiting Costs

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

1. Critical and necessary for the conduct of the project;

2. Allowable under the cost principles set forth in the Uniform Grant Guidance;

3. Consistent with the school district's cost accounting practices and school district policy; and

4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Travel Costs

Under 2 Code of Federal Regulations, section 200.475, travel costs include the transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

Travel costs may be charged on an actual cost basis, on a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The method used must be consistent with those normally allowed in like circumstances in the school district's other activities and in accordance with the school district's established written policies.

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

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

1. Participation of the individual is necessary to the federal award; and

2. The costs are reasonable and consistent with the school district's established written policy.

Temporary dependent care costs above and beyond regular dependent care are allowable provided that these costs are:

1. A direct result of the individual's travel for the federal award;

2. Consistent with the school district's established written policy for all school district travel; and

3. Only temporary during the travel period.

**[NOTE: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 Code of Federal Regulations, section 200.208 (Specific Conditions).**

**If the DOE or MDE determines that noncompliance cannot be remedied by imposing specific conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: (1) Temporarily withhold payments until the school district takes corrective action;; (2) Disallow (that is, deny both use of funds and any applicable matching credit for) costs for all or part of the activity associated with the noncompliance; (3) Wholly or partly suspend or terminate the federal award; (4) Initiate suspension or debarment proceedings as authorized under 2 Code of Federal Regulations, part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); (5) Withhold further**

**federal awards (new awards or continuation funding) for the project or program; and/or (6) Take other remedies that may be legally available.]**

## X. SUBRECIPIENT MONITORING

**[NOTE: MDE auditors have stated that subrecipient monitoring must be covered in policy.]**

A. The school district will:

1. Verify that the subrecipient is not excluded or disqualified in accordance with 2 Code of Federal Regulations, section 180.300. Verification methods are provided in section 180.300, which include confirming in *SAM.gov* that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving federal funds.

2. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained.

a. Required information includes:

(1) Federal award identification

i. Subrecipient's name (must match the name associated with its unique entity identifier);

ii. Subrecipient's unique entity identifier;

iii. Federal Award Identification Number (FAIN);

iv. Federal Award Date;

v. Subaward Period of Performance Start and End Date;

vi. Subaward Budget Period Start and End Date;

vii. Amount of Federal Funds Obligated in the subaward;

viii. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;

ix. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

x. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);

xi. Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity;

xii. Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement;

xiii. Identification of whether the federal award is for research and development; and

xiv. Indirect cost rate for the federal award (including if the de minimis rate is used in accordance with 2 Code of Federal Regulations, section 200.414).

(2) All requirements of the subaward, including requirements imposed by Federal statutes, regulations, and the terms and conditions of the Federal award;

(3) Any additional requirements that the pass-through entity imposes on the subrecipient for the pass-through entity to meet its responsibilities under the Federal award. This includes information and certifications (see 2 Code of Federal Regulations, section 200.415) required for submitting financial and performance reports that the pass-through entity must provide to the federal agency;

(4) Indirect cost rate:

(5) A requirement that the subrecipient permit the pass-through entity and auditors to access the subrecipient's records and financial statements for the pass-through entity to fulfill its monitoring requirements; and

(6) Appropriate terms and conditions concerning the closeout of the subaward.

3. Evaluate each subrecipient's fraud risk and risk of noncompliance with a subaward to determine the appropriate subrecipient monitoring described in 2 Code of Federal Regulations, section 200.332, paragraph (f). When evaluating a subrecipient's risk, a pass-through entity should consider the following:

a. The subrecipient's prior experience with the same or similar subawards;

b. The results of previous audits. This includes considering whether or not the subrecipient receives a Single Audit in accordance with 2 Code of Federal Regulations, part 200, subpart F and the extent to which the same or similar subawards have been audited as a major program;

c. Whether the subrecipient has new personnel or new or substantially changed systems; and

d. The extent and results of any federal agency monitoring (for example, if the subrecipient also receives federal awards directly from the federal agency).

4. If appropriate, consider implementing specific conditions in a subaward as described in 2 Code of Federal Regulations, section 200.208 and notify the Federal agency of the specific conditions.

5. Monitor the activities of a subrecipient as necessary to ensure that the subrecipient complies with Federal statutes, regulations, and the terms and conditions of the subaward. The pass-through entity is responsible for monitoring the overall performance of a subrecipient to ensure that the goals and objectives of the subaward are achieved. In monitoring a subrecipient, a pass-through entity must: 109

a. Review financial and performance reports.

b. Ensure that the subrecipient takes corrective action on all significant developments that negatively affect the subaward. Significant developments include Single Audit findings related to the subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact their ability to meet the milestones or the objectives of a subaward. When significant developments negatively impact the subaward, a subrecipient must provide the pass-through entity with information on their plan for corrective action and any assistance needed to resolve the situation.

c. Issue a management decision for audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 2 Code of Federal Regulations, section 200.521.

d. Resolve audit findings specifically related to the subaward. However, the pass-through entity is not responsible for resolving cross-cutting audit findings that apply to the subaward and other Federal awards or subawards. If a subrecipient has a current Single Audit report and has not been excluded from receiving Federal funding (meaning, has not been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant agency for audit or oversight agency for audit to perform audit follow-up and make management decisions related to cross-cutting audit findings in accordance with 2 Code of Federal Regulations, section 200.513(a)(4)(viii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

6. Depending upon the pass-through entity's assessment of the risk posed by the subrecipient (as described in 2 Code of Federal Regulations, section 200.332, paragraph (c)), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

   a. Providing subrecipients with training and technical assistance on program-related matters;

   b. Performing site visits to review the subrecipient's program operations; and

   c. Arranging for agreed-upon-procedures engagements as described in 2 Code of Federal Regulations, section 200.425.

7. Verify that a subrecipient is audited as required by 2 Code of Federal Regulations, part 200, subpart F.

8. Consider whether the results of a subrecipient's audit, site visits, or other monitoring necessitate adjustments to the pass-through entity's records.

9. Consider taking enforcement action against noncompliant subrecipients as described in 2 Code of Federal Regulations, section 200.339 and in program regulations.

## XI. CONFLICT OF INTEREST

A. Standards of Conduct

The school district will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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

The school district's Conflict of Interest policies and procedures provide additional measures regarding conflicts of interest.

**[NOTE: The Minnesota Department of Education confirmed that the "written standards of conduct" required under 2 Code of Federal Regulations, section 200.318(c)(1) may appear in this policy, another policy and/or in an employee handbook. School boards may decide whether to adopt this section or address written standards of conduct elsewhere.]**

C. Organizational Conflicts of Interest

If the school district has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the school district must maintain written standards concerning organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

D. Disclosing Conflicts of Interest

The school district will disclose in writing any potential conflict of interest to MDE in accordance with established federal agency policies.

**Legal References:**
Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 16C.28 (Contracts; Awards)
Minn. Stat. § 118A.01-.06 (Deposit and Investment of Local Public Funds)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.38 (Claims)
Minn. Stat. § 471.391 (Declaration Form)
Minn. Stat. § 471.392 (Penalty)
Minn. Stat. § 471.425 (Prompt Payment of Local Government Bills)
18 U.S.C. (Crimes and Criminal Procedures)
31 U.S.C. §§ 3729–3733 (False Claims)
2 C.F.R. § 180.215 (Which Nonprocurement Transactions are Not Covered Transactions)
2 C.F.R. § 180.300 (What Must I Do before I Enter Into a Covered Transaction with Another Person at the Next Lower Tier?)
2 C.F.R. 200 Subpart E (Cost Principles)

2 C.F.R. 200 Subpart F (Audit Requirements)
2 C.F.R. § 200.1 (Definitions)
2 C.F.R. § 200.101 (Applicability)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Merit of Proposals)
2 C.F.R. § 200.208 (Specific Conditions)
2 C.F.R. § 200.214 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)
2 C.F.R. § 200.305(b)(1) (Federal Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (Real Property)
2 C.F.R. § 200.312 (Federally-owned and Exempt Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319 (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Financial Reporting)
2 C.F.R. § 200.332 (Requirements for Pass-Through Entities)
2 C.F.R. § 200.339 (Remedies for Noncompliance)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.413 (Direct Costs)
2 C.F.R. § 200.414 (Indirect Costs)
2 C.F.R. § 200.415 (Required Certifications)
2 C.F.R. § 200.425 (Audit Services)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.474 (Transportation Costs)
2 C.F.R. § 200.475 (Travel Costs)
2 C.F.R. § 200.513 (Responsibilities)
2 C.F.R. § 200.521 (Management Decisions)
45 C.F.R. § 75.2 (Definitions)
45 C.F.R. § 75.317 (Insurance Coverage)
45 C.F.R. § 75.320 (Equipment)
48 C.F.R. Subpart 2.1 (Definitions)

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

**Resources:**
Minnesota Department of Education (MDE): *Procurement Handbook* [January 8, 2025] (accessed 01/07/26)
MDE: *Competitive Proposal Method* [April 2020] (accessed 01/07/26)
Office of Management and Budget: *OMB Guidance for Federal Financial Assistance (Uniform Guidance)* (accessed 02/20/26)

U.S. DOE: *Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations* (accessed 01/09/26)
U.S. DOE: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (accessed 01/09/26)

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 722 PUBLIC DATA AND DATA SUBJECT REQUESTS

## I. PURPOSE

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

## II. DEFINITION

A. Confidential Data on Individuals

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

B. Data on Individuals

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

C. Data Practices Compliance Officer

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

D. Government Data

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

E. Individual

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

F. Inspection

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

inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

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

H. Nonpublic Data

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

I. Private Data on Individuals

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

J. Protected Nonpublic Data

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

K. Public Data

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

L. Public Data Not on Individuals

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

M Public Data on Individuals

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

N. Responsible Authority

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

O. Summary Data

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

## III. GENERAL STATEMENT OF POLICY

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

## IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:

   a. Date the request is made;

   b. A clear description of the data requested;

   c . Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

   d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

   a. The requested data does not exist; or

   b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

      (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

      (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

   c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

C. If the school district notifies the requesting person that responsive data or copies are available for inspection or collection, and the requesting person does not inspect the data or collect the copies within five business days of the notification, the school district may suspend any further response to the request until the requesting person inspects the data that has been made available, or collects and pays for the copies that have been produced.

## V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

## VI. DATA ~~BY~~ ABOUT AN INDIVIDUAL DATA SUBJECT

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

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in MN Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within thirty (30) days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of MN Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under MN Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

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

A. All requests for individual subject data must be made in writing directed to the responsible party.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or legal guardian;
2. Date the request is made;
3. A clear description of the data requested;
4. Proof that the individual is the data subject or the data subject's parent or legal guardian;
5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents/legal guardians for educational records and data.

## VIII. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:

   a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.

   b. More than 100 pages or copies of other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

      (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

      (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for in cash in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

   a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system,

including computers and microfilm systems;

b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

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

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

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

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

## IX. Safe at Home Participants and Data Privacy

Prohibition of Discrimination

The school district must not, on the basis of an individual's status as an Address Confidentiality Program participant where a reasonable person, considering all the circumstances, would conclude that the refusal, different terms or requirements, or other action was motivated by the individual's status as a program participant rather than by a legitimate, nondiscriminatory business purpose, safety or operational concern, or a requirement of federal or state law:

A. refuse to provide education services to an individual;

B. provide services to an individual on different terms or with different requirements than an individual who is not a program participant; or

C. otherwise discriminate against an individual.

## ~~IX~~X. ANNUAL REVIEW AND POSTING

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority
Dr. Jim Wagner
District Office
952-226-0010 – jimwagner@plsas.org

Data Practices Compliance Official:
Rob Cothern
District Services Center
952.226.0000 – rcothern@plsas.org

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

**Cross References:** Policy 406 (Public and Private Personnel Data)
Policy 515 (Protection and Privacy of Pupil Records)

School Board Adoption: November 10, 2025

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*September 2024*
*November 2025*

An Equal Opportunity School District

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 806 CRISIS MANAGEMENT POLICY

## I. PURPOSE

It is the desire of the school board to provide a safe educational environment by ensuring a consistent and thorough Crisis Management Plan. The intent of this policy is to provide a guide for general crisis information for school district and building administrators, school employees, students, school board members, and community members, as appropriate. Further, the policy ensures that the district's Crisis Management Plan contains hazard-specific response procedures. Crisis Management Plans are in each owned or leased building in the district. Sections or procedures may be added or deleted in those Crisis Management Plans by the District Crisis Response Team based on building needs.

## II. DEFINITION

A. District Crisis Response Team (DCRT) – Comprised of district and school administration who develop and annually review and update the district Crisis Management Plan, provide guidance and resources to assist school administrators and Building Crisis Response Teams with development of their school-specific plans, training and drills, and perform Incident Command functions.

B. Community Crisis Response Team (CCRT) – Comprised of community partners including police departments, fire departments, sheriff's office, ambulance, and county-level emergency management and public health services. They partner with the DCRT to establish a coordinated response to a crisis that requires their services.

C. District Recovery Team (DRT) – Comprised of administrators, social workers, counselors and support staff. Their main function is to develop and implement the district recovery plan, re-establish the learning environment as soon as possible following a major emergency and provide resources and support to the Building Recovery Teams.

D. Building Crisis Response Team (BCRT) – Comprised of building administration and support staff who review the school crisis management plan, train staff on emergency response, perform Incident Command functions for building-level emergency response, provide assistance in medical emergencies until emergency responders arrive, and make recommendations to the DCRT to tailor the district Crisis Management Plan to school-specific needs.

E. Building Recovery Team (BRT) – Comprised of administrators, teachers, social workers, counselors and support staff who develop and implement the school recovery plan, aligned with the DRT's recovery plan.

## III. GENERAL STATEMENT OF POLICY

A. The school district's Crisis Management Plan has been developed and aligned with best practice in crisis preparedness and response. Hazard-specific response procedures are

defined and will continue to be studied to ensure the district and/or building is able to work through crisis situations in an efficient, expedient manner.

B. The plan includes general crisis procedures and crisis-specific procedures. The District's Crisis Response Team (DCRT), Community Crisis Response Team (CCRT), Building Crisis Response Team (BCRT), District Recovery Team (DRT), and Building Recovery Team (BRT) members use the plan to guide crisis resolution.

Elements Of The District Crisis Management Policy

A. Standard Response Protocol
The District Crisis Management Plan includes the Standard Response Protocol which provides uniform response guidelines to: Hold students and staff in their classrooms and work areas providing separation from an incident occurring in the building; Secure the building to isolate against hazards or threats that are outside the building, Lockdown the building to isolate against hazards or threats that are inside and/or outside the building, Evacuate the building to move students and staff a safe distance away from a hazard, Shelter providing refuge from weather or environmental hazards. It designates the individual(s) who will determine when these actions will be taken. These districtwide procedures may be modified, if needed, for individual building plans.

B. Hazard-Specific Response Procedures
Procedures are included in the District Crisis Management Plan. They include potential hazard and crisis situations that may occur during the school day or at school-sponsored events and functions.

C. Additional Information
The Crisis Management Plan also includes threat assessment protocols, floor plans, emergency response communications guidelines, recovery procedures, before and after school emergency procedures, pool emergency procedures, summer programming emergency procedures, field trip emergency procedures, recovery procedures, emergency go-kit inventories, exercise and drill logs, and a listing of plan distribution.

1. Early School Closure Procedures
In the event of a crisis, as defined in the Crisis Management Plan, the superintendent will make decisions about closing school or any school district building. The early school closure procedures describe potential reasons for early school closure (weather-related or a crisis situation), how the decision will be communicated to staff, students, families, and the school community (including communications via email, website, phone, including texts and voicemails, and social media), and discuss factors to be considered in closing and reopening a school or school district building. The early school closure procedures also include a process of reminding parents and legal guardians to listen to local media outlets for school closing announcements, where possible.

2. Media Procedures
The superintendent or designee has the authority and discretion to notify parents, legal guardians, and the school community in the event of a crisis or early school closure.

3. Recovery Procedures
The recommended recovery procedures are included in the Crisis Management Plan and provide available resources. The District Recovery Team and Building Recovery Team will be used whenever determined by the superintendent or the building administrator to be necessary. The recovery procedures are annually reviewed and updated by the DRT and BRT's and are included in the Crisis Management Plan

4. Facility Diagrams and Site Plans
   Each district-owned or leased building will maintain updated facility diagrams and site plans, indicating primary and secondary evacuation routes, designated shelter areas, and key safety equipment such as fire extinguishers and utility shut-offs. These diagrams will be accessible as required by law.

5. Emergency Telephone Numbers
   A complete listing of emergency telephone numbers will be available in all copies of the District Crisis Management Plan. The list will contain the names of local and county personnel who are likely to be involved in responding to a crisis situation. The list will include numbers for agencies such as the police, fire, ambulance, hospital, the Poison Control Center, local, county, and state emergency management agencies, local public works department, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency, so that they may be contacted as appropriate. A copy of the list for each building will be kept on file in the school district office and will be updated annually.

D. Crisis Response Teams
   Teams are in place across the district and will have an annual reorganization to ensure adequate staffing and training of each team.

E. District Employees
   Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must also be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff should be aware of the District Crisis Management Plan and their own building's procedures. Employees shall periodically receive training on procedures and plan implementation.

F. Students and Parents/Legal Guardians
   The District Crisis Management Plan information is available on the district website. Students shall receive specific instruction on plan implementation and shall participate in a required number of drill and practice sessions throughout the year.

I. Warning Systems
   The district shall maintain warning systems designed to inform students, employees and visitors in the facilities of a crisis or emergency. These systems shall be maintained and tested on a regular basis. It shall be the responsibility of the building administrator to inform students and employees of the systems and the means by which the systems are used to identify the specific crisis or emergency involved.

## IV. ACTIVE SHOOTER DRILL

In the event of an active shooter drill, the District will follow the guidelines of MN Stat.§ 121A.038.

**Legal References:**

MN Stat. Ch. 12 (Emergency Management)
MN Stat. Ch. 12A (Natural Disaster; State Assistance)
MN Stat. § 121A.035 (Crisis Management Policy)
MN Stat. § 121A.038 (Students Safe at School)
MN Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
MN Stat. § 121A.241(Cardiac Emergency Response Plan)
MN Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
MN Stat. § 326B.02, Subd. 6 (Powers)
MN Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
MN Stat. § 609.605, Subd. 4 (Trespasses)
MN Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, et seq. (Title IX)
20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 et seq. (Disaster Relief and Emergency Assistance)

**Cross References:**

Policy 407.1 (Employee Right to Know – Exposure to Hazardous Substances)
Policy 413 (Harassment and Violence)
Policy 501 (Weapons)
Policy 506 (Student Discipline)
Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)

Resources: MDE: Model Cardiac Emergency Response Plan

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An Equal Opportunity School District

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# ELECTRONIC TECHNOLOGIES ACCEPTABLE USE POLICY

## I. PURPOSE

The purpose of this policy is to set forth guidelines for access to acceptable and safe use of the district's electronic technologies. Electronic technologies include but are not limited to computers and peripherals, printers, telephones, and the applications they support and/or access. The policy complements the district's Website and Intranet Policy.

## II. DEFINITIONS

The term "users" refers to any person using the district's electronic technologies.

The term "Internet" refers to an electronic communications network that connects computer networks and organizational computer facilities around the world.

The term "Intranet" refers to the district's network, which restricts access to authorized users, which may include students, staff, parents/legal guardians, contractors, vendors and volunteers.

The term "electronic technologies" refers to, but is not limited to, computers and peripherals, printers, telephones, and the applications they support and/or access.

The term "Learning Management System (LMS)" refers to a software application for the administration, documentation, tracking, reporting and delivery of e-learning education courses or training programs.

## III. GENERAL STATEMENT OF POLICY

The school district provides technology resources to its students, staff, parents/legal guardians, School Board members, and community for educational, administrative, and informational purposes. The goal in providing these resources is to promote educational excellence in Prior Lake-Savage Area Schools by facilitating resource sharing, innovation and communication with the support and supervision of parents/legal guardians, teachers and support staff.

EDUCATIONAL PURPOSE

Access to the technology in the school district has been established for educational purposes. The use of the district's electronic technologies is a valued resource to our community. All electronic technologies must be used in support of the educational program of the district. This access may be revoked at any time for abusive or inappropriate conduct related to the use of electronic technologies.

School computers, telecom, memory devices, networks, and related hardware and software

are the property of the school district. At no time does the district relinquish its exclusive control of electronic technologies. Inappropriate use of district electronic technologies, including interfering with network functions and the standardization of technologies, may result in the limitation or revocation of access.

Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of electronic technologies may result in one or more of the following consequences: Suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate district policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

Use of electronic technologies during the employee duty day should be restricted exclusively to educational purposes.

UNACCEPTABLE USES

Users are responsible for anything set on the network with their name or other individual identified, e.g., IP address, on it. Users shall not engage in any activity that disrupts or hinders the performance of the district's electronic technologies. Specifically, the following uses of the district's electronic technologies are considered unacceptable:

A. Users will not use the district's electronic technologies to access, review, upload, download, store, print, post, receive, transmit or distribute:

   1. Pornographic, obscene or sexually explicit material or other visual depictions that is harmful to minors;

   2. Obscene, abusive, profane, lewd, vulgar, rude, inflammatory, libelous, threatening, disrespectful, or sexually explicit language;

   3. Materials that use language or images that are inappropriate in the educational setting or disruptive to the educational process;

   4. Information or materials that could cause damage or danger of disruption to the educational process;

   5. Materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination, or any other material that would violate any law.

   6. Orders made by shopping online during time designated as off-limits by the district.

   7. Personal photos, files or music not related to educational purposes for any extended length of time.

B. Users will not use the district's electronic technologies to knowingly or recklessly post, transmit or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

C. Users will not use the district's electronic technologies to engage in any illegal act or violate any local, state or federal statute or law.

D. Users will not use the district's electronic technologies for political campaigning.

E. Users will not physically or electronically vandalize district technologies nor use the district's electronic technologies to vandalize, damage or disable the property of another person or organization.

1. Users will not make deliberate attempts to degrade or disrupt equipment, software or system performance by spreading computer viruses or by any other means.

2. Users will not tamper with, modify or change the district's electronic technologies software, hardware or wiring or take any action to violate the district's security system.

3. Users will not use the district's electronic technologies in such a way as to disrupt the use of the system by other users.

4. Users may not add or remove any software nor modify the equipment, software configuration, or environment. All electronic technology requests must go through the district's technology department processes.

F. Users will not use the district's electronic technologies to gain unauthorized access to information resources or to access another person's materials, information or files without the implied or direct permission of that person.

G. Users will not use the district's electronic technologies to post information in public access areas regarding private information about another person. Private information includes personal contact information about themselves or other persons, or other personally identifiable information including, but not limited to, addresses, telephone numbers, identification numbers, account numbers, access codes or passwords, labeled photographs or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

H. Users will not attempt to gain unauthorized access to the district's electronic technologies or any other system through the district's electronic technologies. Users will not attempt to logon through another person's account, or use computer accounts, access codes or network identification other than those assigned to the user. Access through any means other than an individual's user logon and password is not permitted.

I. Messages, files and records on the district's electronic technologies may not be encrypted without the permission of appropriate administrative school authorities. Users must keep all account information and passwords private.

J. Users will not use the district's electronic technologies in any way that may violate trademark copyright laws or usage licensing agreements:

1. Users will not use another person's property without the person's prior approval or proper citation,

2. Users will not load, download or exchange pirated software or copy software to or from any school computer including freeware and shareware;

3. Users will not plagiarize works they find on the Internet or other information resources.

K. Users will not use the district's electronic technologies for unauthorized commercial purposes or for financial gain unrelated to the mission of the district. Users will not use the district's electronic technologies to offer or provide goods or services or for product advertisement, except as authorized by the District administration.

L. The district does not support personal equipment. Users will not install any personal equipment or software on any district-owned systems.

FILTER

A. With respect to any district-issued devices with Internet access, the school district will monitor the online activities of minors and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will use best efforts and industry standard approaches to block or filter Internet access to any visual depictions that are obscene, violent, child pornography, or harmful to minors:

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, violence, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Access to chat rooms, discussion boards, school-issued email and other forms of direct electronic communications are limited to applications approved by the district and/or hosted within the district domain for the safety and security of minors.

D. The Director of Technology or designee may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The district is obligated to monitor and/or review filtering activities.

F. The School District will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber bullying awareness and response.

PRIVACY

By authorizing use of Electronic Technology, the district does not relinquish control over materials on the system or contained in files on the system. Users have no reasonable expectation of privacy in the content of any data, including personal files that are accessed, reviewed, uploaded, downloaded, stored, maintained, printed, posted, transmitted, or distributed using Electronic Technology.

A. Routine maintenance and monitoring of the district's electronic technologies may lead to a

discovery that a user has violated this policy, another school district policy, or the law.

B. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

C. Parents/legal guardians have the right at any time to investigate or review the contents of their child's files and email files. Parents/legal guardians have the right to request the termination of their child's individual account at any time.

D. District staff are advised that the school district retains the right at any time to investigate or review the contents of their files and email files based upon legal complaints or specific allegations regarded as misuse of technologies. In addition, district staff are advised that data and other materials in files maintained on or transmitted through the District's electronic technologies may be subject to review, disclosure or discovery under the Minnesota Government Data Practices Act.

E. The district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the district's electronic technologies.

ELECTRONIC TECHNOLOGIES ACCEPTABLE USE AGREEMENT

A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents/legal guardians and staff of the district.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.

C. Students will review and accept the district's Electronic Technology Acceptable Use Agreement when they complete the device enrollment process. Annually, staff will review and accept the district's Electronic Technologies Acceptable Use Agreement.

D. All users shall be responsible for the protection and security of their passwords. Users shall have the ability to change passwords to maintain the confidentiality of logon codes.

LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the district's educational technologies is at the user's own risk and is provided on an "as is, as available" basis. The district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage or unavailability of data stored on the district's systems or for delays or changes in or interruptions of service or mis-deliveries or non-deliveries of information or materials, regardless of the cause. The district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the district's electronic technologies. The district will not be responsible for financial obligations arising through unauthorized use of the district's educational technologies or the Internet.

CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the District's electronic technologies must not violate other policies and regulations of the District

USER NOTIFICATION

A. All users shall be notified of the district policies relating to Electronic Technology Acceptable Use.

B. This notification shall include the following:

1. Notification of unacceptable use of district electronic technologies;

2. Notification that Internet use is subject to compliance with district policies.

3. Disclaimers limiting the district's liability relative to:

   a. Information stored on district systems including electronic stored devices, or similar devices, or any other storage device:

   b. Information retrieved through the district's online resources;

   c. Personal property used to access the district's computers, networks or online resources;

   d. Unauthorized financial obligations resulting from use of district resources/ accounts to access the Internet.

4. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.

5. Notification of password ownership and password protection procedures.

6. Notification that, even though the district may use technical means to limit student Internet access, these limits are not impenetrable and are not the sole means of enforcing the provisions of this policy.

7. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents/legal guardians.

8. Notification that student email addresses may be provided to district-approved third-party providers for access to educational tools and content.

9. Notification that the collection, creation, reception, maintenance and dissemination of data via the Internet, including electronic communications, is governed by applicable school board policies.

10. Notification that, should the user violate the district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

11. Notification that all provisions of the Electronic Technologies Acceptable Use Policy are subordinate to local, state and federal laws.

PARENTS/LEGAL GUARDIANS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

A. Outside-of-school, parents/legal guardians bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies and other possibly offensive media. Parents/legal guardians are responsible for monitoring their student's use of the district's educational technologies, including school-issued email accounts and of the Internet if the student is accessing the district's electronic technologies from home or through other remote location(s).

B. Parents/legal guardians will be notified that their students will be using district resources/accounts/school-issued email to access the Internet and that the district will provide parents/legal guardians the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the Electronic Technologies Acceptable Use Agreement provided to the student user;

2. A description of parent/legal guardian responsibilities;

3. A notification that the parents/legal guardians have the option to request alternative educational activities not requiring Internet access and the material to exercise this option;

4. A statement that the Electronic Technologies Acceptable Use Agreement must be signed by the user, parent or legal guardian prior to use by the student; and

5. A statement that the District's Electronic Technologies Acceptable Use Policy is available for parental review.

CELL PHONE USE

The school board directs the superintendent and school district administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

IMPLEMENTATION AND POLICY REVIEW

A. The superintendent, or designee, is directed to develop the necessary guidelines for the implementation of this policy. The Superintendent, or designee, may develop appropriate user notification forms, guidelines and procedures necessary to implement this policy for submission to the school board for approval.

B. The superintendent, or designee, shall revise the user notifications, including student and parent/legal guardian notifications, if necessary, to reflect the adoption of these guidelines and procedures.

C. The district's Internet policies and procedures are available for review by all parents, legal guardians, staff and members of the community.

**Legal References:**

MN Stat. Ch. 13 (Minnesota Government Data Practices Act
MN Stat. § 13.32 (Educational Data)
MN Stat.. § 121A.031 (School Student Bullying Policy)
MN Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
MN Stat. § 125B.15 (Internet Access for Students)
MN Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 et seq. (Children's Online Privacy Protection Act)
17 U.S.C. § 101 et seq. (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. ___ , 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff'd on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

**Cross References:**

Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Policy 406 (Public and Private Personnel Data)
Policy 506 (Student Discipline)
Policy 506.1 (Bullying Prohibition)
Policy 515 (Protection and Privacy of Student Records)
Policy 521 (Student Disability Nondiscrimination)
Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
Policy 603 (Curriculum Development)
Policy 806 (Crisis Management Policy)
Policy 904 (Distribution of Materials on School District Property by Non-school Persons and Employees)

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*April 2021*
*July 2021*
*July 2022*
*February 2024*

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 401 EQUAL EMPLOYMENT OPPORTUNITY

## I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and for all school district employees.

## II. GENERAL STATEMENT OF POLICY

A. It is the school district's policy to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status or veteran status. The school district also makes reasonable accommodations for disabled employees.

B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy 413 Harassment and Violence (Employee) .

C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities or privileges of employment.

D. It is the responsibility of every school district employee to follow this policy.

E. Any person having any questions regarding this policy should discuss it with the Executive Director of Administrative Services.

**Legal References:** MN. Stat. § 363A (Minnesota Human Rights Act)
29 U.S.C. § 621 et seq. (Age Discrimination in Employment Act)
29 U.S.C. § 2615 (Family and Medical Leave Act)
38 U.S.C. § 4211 et seq. (Employment and Training of Veterans)
38 U.S.C. § 4301 et seq. (Employment and Reemployment Rights of Members of the Uniformed Services)
42 U.S.C. § 2000e et seq. (Equal Employment Opportunities; Title VII of the Civil Rights Act)
42 U.S.C. § 12101 et seq. (Equal Opportunity for Individuals with Disabilities)

**Cross References:** Policy 402 (Disability Nondiscrimination)
Policy 405 (Veteran's Preference)
Policy 413 (Harassment and Violence)

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An Equal Opportunity School District

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 402 DISABILITY NONDISCRIMINATION POLICY

## I. PURPOSE

The purpose of this policy is to provide a fair employment setting for all persons and to comply with state and federal law.

## II. DEFINITION

A. "Qualified individuals with disabilities" means a qualified individual with a disability has the skills, experience, education, and other requirements of the job the individual holds or desires, and can perform the essential functions of the position with or without reasonable accommodation.

## II. GENERAL STATEMENT OF POLICY

A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.

B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.

C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee unless the accommodation would impose undue hardship on the operation of the business of the school district.

D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact the Executive Director of Administrative Services. This individual is the school district's appointed ADA/Section 504 coordinator.

E. Failure to engage in the process to determine if a reasonable accommodation exists that would allow people with disabilities as defined in Minnesota Statutes, section 363A.03, subdivision 12, to participate fully in employment may be an unfair discriminatory practice under the Minnesota Human Rights Act.

**Legal References:** MN. Stat. § 363A (Minnesota Human Rights Act)
29 U.S.C. § 794 et seq. (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101 (Americans with Disabilities Act)
29 C.F.R. Part 32 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)
34 C.F.R. Part 104 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)

**Cross References:** Policy 413 (Harassment and Violence)
Policy 521 (Student Disability Nondiscrimination)

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An Equal Opportunity School District

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 403 DISCIPLINE, SUSPENSION AND DISMISSAL OF SCHOOL DISTRICT EMPLOYEES

## I. PURPOSE

The purpose of this policy is to achieve effective operation of the school district's programs through the cooperation of all employees under a system of policies and rules applied fairly and uniformly.

## II. GENERAL STATEMENT OF POLICY

The disciplinary process described herein is designed to utilize progressive steps, where appropriate, to produce positive corrective action. While the school district intends that in most cases progressive discipline will be administered, the specific form of discipline chosen in a particular case and/or the decision to impose discipline in a manner otherwise is solely within the discretion of the school district.

### DISCIPLINE

A. Violation of School Laws and Rules

The form of discipline imposed for violations of school laws and rules may vary from an written reprimand to termination of employment or discharge depending upon factors such as the nature of the violation, whether the violation was intentional, knowing and/or willful and whether the employee has been the subject of prior disciplinary action of the same or a different nature. School laws and rules to which this provision applies include:

1. Policies of the school district;

2. Directives and/or job requirements imposed by administration and/or the employee's supervisor; and

3. Federal, state and local laws, rules and regulations, including, but not limited to, the rules and regulations adopted by federal and state agencies.

B. Substandard Performance

An employee's substandard performance may result in the imposition of discipline ranging from a written reprimand to termination of employment or discharge. In most instances, discipline imposed for the reason of substandard performance will follow a progressive format and will be accompanied by guidance, help and encouragement to improve from the employee's supervisor and reasonable time for correction of the employee's deficiency.

C. Misconduct

Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct. Conduct which falls into this category includes, but is not limited to:

1. Unprofessional conduct;

2. Failure to observe rules, regulations, policies and standards of the school district and/or directives and orders of supervisors and any other act of an insubordinate nature;

3. Continuing neglect of duties in spite of written warnings and/or other forms of discipline;

4. Personal and/or immoral misconduct;

5. Use of illegal drugs, alcohol or any other chemical substance on the job or any use off the job which impacts on the employee's performance;

6. Deliberate and serious violation of the rights and freedoms of other employees, students, parents/legal guardians or other persons in the school community;

7. Activities of a criminal nature relating to the fitness or effectiveness of the employee to perform the duties of the position;

8. Failure to follow the canons of professional and personal ethics;

9. Falsification of credentials and experience;

10. Unauthorized destruction of school district property;

11. Other good and sufficient grounds relating to any other act constituting inappropriate conduct;

12. Neglect of duty;

13. Violation of the rights of others as provided by federal and state laws related to human rights.

**FORMS OF DISCIPLINE**

A. The forms of discipline that may be imposed by the school district include, but are not limited to:

   1. Oral warning;
   2. Written warning or reprimand;
   3. Probation;
   4. Disciplinary suspension, demotion or leave of absence with pay;
   5. Disciplinary suspension, demotion or leave of absence without pay; and
   6. Dismissal/termination or discharge from employment.

B. Other forms of discipline, including any combination of the forms described in Paragraph A., above, may be imposed if, in the judgment of the administration, another form of discipline will better accomplish the school district's objective of stopping or correcting the offending conduct and improving the employee's performance.

## PROCEDURES FOR ADMINISTERING POLICY

A. When any form of discipline is imposed, the employee's supervisor will:

1. Advise the employee of any inadequacy, deficiency or conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time, and nature of the oral warning.

2. Provide directives to the employee to correct the conduct or performance.

3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.

4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.

5. Specify the expected level of performance or modification of conduct to be required from the employee.

B. The school district retains the right to immediately discipline, terminate or discharge an employee as appropriate, subject to relevant governing law and collective bargaining agreements when applicable.

**Legal References:**
MN Stat. § 122A.40 (Employment; Contracts; Termination)
MN Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class)
MN Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
MN Stat. § 122A.58 (Coaches; Termination of Duties)
MN Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts)
MN Stat. § 123B.143 (Superintendent)
MN Stat. § 123B.147 (Principals)
MN Stat. § 197.46 et seq. (Veterans Preference Act)

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An Equal Opportunity School District

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 404 EMPLOYMENT OF ALL STAFF

## I. PURPOSE

The Prior Lake-Savage Area School Board recognizes its legal and ethical responsibility to recruit and employ the best, fully qualified employees possible. New employees will be hired based on their ability to contribute to the overall success of the district, to dedicate their efforts in District 719 towards providing the highest quality educational programs, and to fulfill the district's strategic plan. It is not the intent of this policy to include the employment of short-term substitutes.

## II. DEFINITION

A short-term substitute, by definition, shall be an individual who performs substitute duties for less than ten (10) consecutive days for one or more staff.

A medium-term substitute, by definition, shall be an individual who performs substitute duties for ten (10) or more consecutive days but less than one hundred (100) days.

A long-term substitute, by definition, shall be an individual who performs substitute duties during a leave of absence granted by the school board for at least one hundred (100) days in a school year.

"Immediate family member" includes the employee's parent, spouse, child, child-in-law, sibling, grandparent, grandchild, or member of the same household, as well as the listed family members of the employee's spouse.

"Direct Supervision" means conducting evaluations and/or recommending the hiring, promotion, or termination of personnel.

"Employment" means all persons whose employment is approved by the board.

## III. GENERAL STATEMENT OF POLICY

A. Employment of All Staff

1. While the school board's responsibility cannot be waived and the board retains the ultimate responsibility for employment and termination of staff, the board delegates to the Executive Director of Administrative Services the coordination of the process of recruiting candidates and recommending their employment to the board. In carrying out this responsibility, the Executive Director of Administrative Services shall involve various administrators, staff members, and other stakeholders, as appropriate.

2. Prior to such recommendations, the Executive Director of Administrative Services will share the candidate's background data sheet with the school board and respond to questions from the school board regarding the candidate being recommended. The

effective date of employment will be indicated by the Executive Director of Administrative Services.

3. All district employment is contingent upon school board approval and all candidates for employment will be so informed. If the board rejects the candidate for employment, the candidate will be paid the substitute rate of pay for any services provided to the school district.

4. Fully qualified candidates for the position will be recruited, including certification as required for the position. Inability to provide proof of the required degree or certification will nullify all offers of employment and employment contracts or terms and conditions of employment.

5. The district will conduct criminal background checks of all prospective employees at the candidate's expense in accordance with board policy 404.1 Employment Background Checks and Minnesota law. All district employment is contingent upon a satisfactory background check as determined by the Executive Director of Administrative Services.

6. While not decisive, the ability and willingness to perform co-curricular assignments or meet other district educational needs may be a factor in selecting a candidate for employment.

7. Determination of Salary/Initial Employment

   The initial compensation of any personnel, upon employment, shall be recommended to the school board by the Executive Director of Administrative Services

8. Probationary Period

   Non-teaching employees of the district shall serve a probationary period of twelve (12) months (unless otherwise negotiated) of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the work agreement alleged to have been violated.

   In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a probationary period of three (3) calendar months (unless otherwise negotiated) in any such new classification. During this three (3) month probationary period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to the former classification.

9. Hiring of Family Members

   1. The school district prohibits the assigning, transferring, or promoting of an employee if it results in direct supervision of an immediate family member.

   2. The school district prohibits the hiring of an employee if the hiring would result in direct supervision of an immediate family member.

3. This policy shall be interpreted and applied consistently with mandates of federal and state equal employment opportunity and discrimination laws.

4. The school district will attempt to proactively assign or transfer employees to other sites, in order to eliminate the direct supervision of an immediate family member.

5. When an immediate family member of someone on the school board is a candidate for employment, the school board member must disclose the relationship and abstain from voting on the employment of the immediate family member.

6. The provisions of this policy may be waived by the ~~school board~~, superintendent or designee, ~~upon the recommendation of the Executive Director of Administrative Services,~~ when the assignment or placement of relatives is of such a nature that no reasonable alternatives are available.

**Cross References:** Policy 404.1 Employment Background Checks

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*February 2022*

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 404.1 BACKGROUND CHECKS

## I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

## II. GENERAL STATEMENT OF POLICY

A. The school district shall require that applicants for school district positions who are ~~receive an~~ offered ~~of~~ employment in the school and all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.

B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.

C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

PROCEDURES

A. Normally, an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may hire or otherwise allow an individual to provide a service to a school pending completion of a background check under Minnesota Statutes, section 123B.03, subdivision 1, or obtaining notice of a Professional Educator Licensing and Standards Board action under subdivision 1a, but shall notify the individual that the individual's employment or other service may be terminated based on the result of the background check or Professional Educator Licensing and Standards Board action. The school district is not liable for failing to hire or for terminating an individual's employment or other service based on the result of a background check or Professional Educator Licensing and Standards Board action ~~The school district may conditionally hire an applicant or allow an individual to provide services pending completion of the background check, but shall notify~~

the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by the Bureau of Criminal Apprehension (hereinafter "the BCA"). The BCA shall conduct the background check by retrieving criminal history data as defined in Minnesota Statutes section 13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.

B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.

C. For all non-state residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.

D. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board (PELSB) or the Minnesota Commissioner of the Minnesota Department of Education within the 12 months preceding an offer of employment or permission to provide services.¶

E. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:

1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;

2. the other school hiring authority conducted a criminal background check within the previous 12 months;

3. the individual executes a written consent form giving the school district access to the results of the check; and

4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.

F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.

G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.

H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.

I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.

J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.

K. At the beginning of each school year or when a student enrolls, the school district will notify parents and legal guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication. A form notice for this purpose is included with this policy.

CRIMINAL HISTORY CONSENT FORM

A form to obtain consent for a criminal history background check is included with this policy.

**Legal References:** MN Stat. § 13.04, Subd. 4 (Rights of Subjects of Data)
MN Stat. § 13.87, Subd. 1 (Criminal Justice Data)
MN Stat. § 123B.03 (Background Check)
MN Stat. § 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)
MN Stat. § 364.09(b) (Exception for School Districts)

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An Equal Opportunity School District

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 405 VETERAN'S PREFERENCE

## I. PURPOSE

The purpose of this policy is to comply with the Minnesota Veterans Preference Act (VPA) which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process.

## II. GENERAL STATEMENT OF POLICY

A. The school district's policy is to comply with the VPA regarding veteran's preference rights and mandated preference points to veterans and spouses of deceased veterans or disabled veterans.

B. The school district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice, upon stated charges, and in writing. This paragraph does not apply to the position of teacher.

C. Veteran's preference points will be applied pursuant to applicable law as follows:

1. A credit of ten points shall be added to the competitive open examination rating of a non-disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.

2. A credit of fifteen points shall be added to the competitive open examination rating of a disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.

3. A credit of five points shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, provided that (a) the veteran obtained a passing rating on the examination without the addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment.

4. A preference may be used by the surviving spouse of a deceased veteran and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.

D. Eligibility for and application of veteran's preference, the definition of a veteran, and the definition of a disabled veteran for purposes of this policy will be pursuant to the VPA.

E. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran's preference.

F. The school district's policy is to use a 100-point hiring system to enable allocation of veteran's preference points. The school district may or may not use a 100-point hiring system for filling teaching positions. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.

G. If the school district ~~rejects~~ does not select a member of the finalist pool who has claimed veteran's preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the school district's personnel officer.

H. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.

1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.

2. A veteran must irrevocably elect to be governed either by the VPA or by arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.

I. The VPA and the provisions of this policy do not apply to the position of private secretary, superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in Paragraph F., above.

**Legal References:** MN Stat. § 43A.11 (Veteran's Preference)
MN Stat. § 197.455 (Veteran's Preference Applied)
MN Stat.§ 197.46 (Veterans Preference Act)
Hall v. City of Champlin, 463 N.W.2d 502 (Minn. 1990)
Young v. City of Duluth, 410 N.W.2d 27 (Minn. Ct. App. 1987)

**Cross References:** Policy 401 (Equal Employment Opportunity)

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INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

## I. PURPOSE

The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when an employee is requested to testify or provide educational records for a judicial or administrative proceeding.

## II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

DATA CLASSIFICATION

A. Educational Data

1. State Law
   The MN Government Data Practices Act (MGDPA) MN Statutes Chapter 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent/legal guardian if the subject of the data is a minor.

2. Federal Law
   The Family Educational Rights and Privacy Act (FERPA) 20 United States Code section U.S.C. § 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent/legal guardian of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

B. Personnel Data

The MGDPA also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.

APPLICATION AND PROCEDURES

A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform

the Executive Director of Administrative Services that the employee has received a subpoena.

B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.

C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.

D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

**Legal References:** MN Stat. Ch. 13 (Minnesota Government Data Practices Act)
MN Rules 1205.0100, Subp. 5 (How These Rules Apply)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

**Cross References:** Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
Policy 515 (Protection and Privacy of Pupil Records)

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INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 413 HARASSMENT AND VIOLENCE

## I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from harassment, and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or disability (Protected Class).

## II. DEFINITIONS

A. "Assault":
1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

B. "Harassment": Harassment prohibited by this policy consists of physical or verbal conduct including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or disability, when the conduct:
1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
3. otherwise adversely affects an individual's employment or academic opportunities.

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. Protected Classifications:

1. "Age" means the person is over the age of 25 years.

2. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
   a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
   b. has record of such an impairment;
   c. is regarded as having such an impairment; or
   d. has an impairment that is episodic or in remission and would materially limit a major life activity when active.

3. "Familial status" means the condition of one or more minors being domiciled with:
   a. their parent or parents or the minor's legal guardian; or
   b. the designee of the parent or legal guardian with the written permission of the parent or parents or legal guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

4. “Gender Identity” means a person's inherent sense of being a man, woman, both, or neither. A person's gender identity may or may not correspond to their assigned sex at birth or to their primary or secondary sex characteristics. A person's gender identity is not necessarily visible to others.

5. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions or beliefs of a spouse or former spouse.

6. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.

7. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.

8. “Sexual orientation” means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.

9. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment:

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:

   a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or

   b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or

   c. that conduct or communication has the purpose or effect of substantially interfering with an individual’s employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:

   a. unwelcome verbal harassment or abuse;

   b. unwelcome pressure for sexual activity;

c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;

d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or

f. unwelcome behavior or words directed at an individual because of sexual orientation, gender identity or expression.

G. Sexual Violence:

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch a person's intimate parts. Intimate parts, as defined in Minnesota Statutes Section 609.341, include the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:

a. Touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;

b. Coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;

c. Coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or

d. Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence:

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class.

## III. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of a Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class.

B. A violation of this policy occurs when any student, teacher, administrator, or other school personnel of the school district harasses a student, teacher, administrator, or other school personnel through conduct or communication, based on a person's Protected Class, as defined by this policy. For purposes of this policy, school personnel includes school board members, school employees, agents, volunteers, contractors, bus drivers, bus contractors or persons subject to the supervision and control of the district.

C. A violation of this policy occurs when any student, teacher, administrator, or other school personnel of the school district inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator or other school personnel or group of students, teachers, administrators, or other school personnel based on a person's Protected Class.

D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence, based on a person's Protected Class and to discipline or take appropriate action against any student, teacher, administrator or other school personnel who is found to have violated this policy.

E. Because there are multiple, overlapping laws governing the school district's response to allegations of sexual harassment, all allegations of sexual harassment are subject to Policy 522.

**REPORTING PROCEDURES**

A. Any person who believes the individual has been the victim of harassment, or violence, on the basis of Protected Class by a student, teacher, administrator or other school personnel of the school district, or any person with knowledge or belief of conduct which may constitute harassment or violence, prohibited by this policy toward a student, teacher, administrator or other school personnel or group of students, teachers, administrators, or other school personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the District Services Center, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a district human rights officer or to the superintendent.

B. In Each School Building: The building principal, or the principal's designee (hereinafter building report taker), is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

C. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

D. Upon receipt of a report, the building report taker must immediately notify the school district human rights officer, without screening or investigating the report. The building report taker

may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

E. In the District: The school board hereby designates the Executive Director of Academic Services as the school district human rights officer to receive reports or complaints of harassment or violence prohibited by this policy when a student is the alleged victim; the Executive Director of Administrative Services is designated as the school district human rights officer when an employee is the alleged victim. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.

F. The school district shall conspicuously post the names of the human rights officers, including their mailing addresses and telephone numbers.

G. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, or work assignments.

H. While encouraged, the use of formal reporting forms is not mandatory.

I. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

J. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.

K. False accusations or reports of violence or harassment against another person are prohibited.

L. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district’s policies and procedures.

M. Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

N. Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

O. Consequences for other individuals engaging in prohibited acts of violence or

harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

## INVESTIGATION

A. By authority of the school district, the human rights officer, within three (3) business days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the School District should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

D. In addition, the School District may take immediate steps, at its discretion, to protect the target or victim, complainant, students, teachers, administrators or other school personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.

E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

## SCHOOL DISTRICT ACTION

A. After completing the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.

B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by

the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

**REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school personnel who retaliates against any person who reports alleged harassment or violence prohibited by this policy, or any person who testifies, assists, or participates in an investigation, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

**RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights or another state or federal agency, initiating civil action or seeking redress under state criminal statutes and/or federal law.

**HARASSMENT OR VIOLENCE AS ABUSE**

A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statute may be applicable.

B. Nothing in this policy will prohibit the School District from taking immediate action to protect victims of alleged harassment, violence, or abuse.

**DISSEMINATION OF POLICY AND TRAINING**

A. A summary of this policy shall be conspicuously posted in each school building in an area accessible to students and staff members,

B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

C. This policy shall appear in the student handbook.

D. The school district will develop a method of discussing this policy with students and employees.

E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.

F. This policy shall be reviewed at least annually for compliance with state and federal law.

**Legal References:**
MN Stat. § 120B.232 (Character Development Education)
MN Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
MN Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
MN Stat. § 121A.031 (School Student Bullying Policy)
MN Stat. Ch. 363A (Minnesota Human Rights Act)
MN Stat. § 609.341 (Definitions)
MN Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 et seq. (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d et seq. (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e et seq. (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 et seq. (Americans with Disabilities Act)

**Cross Refere*nces:***
Policy 102 (Equal Educational Opportunity)
Policy 401 (Equal Employment Opportunity)
Policy 402 (Disability Nondiscrimination Policy)
Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Policy 406 (Public and Private Personnel Data)
Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Policy 506 (Student Discipline)
Policy 506.1 (Bullying Prohibition)
Policy 515 (Protection and Privacy of Pupil Records)
Policy 521 (Student Disability Nondiscrimination)
Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)
Policy 524 (Electronic Technologies Acceptable Use Policy)
Policy 526 (Hazing Prohibition)
Policy 528 (Student Familial and Marital Status Nondiscrimination)

School Board Adoption: March 10, 2025

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*October 2009*
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*july 2020*
*August 2021*
*July 2022*
*June 2024*
*March, 2025*

PRIOR LAKE - SAVAGE AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 719

## HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Harassment and Violence
Independent School District 719 maintains a firm policy prohibiting all forms of discrimination. Harassment or violence against students or employees or groups of students or employees on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status with regard to public assistance, sexual orientation, gender identity, or disability is strictly prohibited. All persons are to be treated with respect and dignity. Harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity, or disability by any student, teacher, administrator, or other school personnel, which creates an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant: _____

Home Address: _____

Work Address: _____

Home Phone: _____ Work Phone: _____

Date of Alleged Incident(s): _____

**Basis of Alleged Harassment/Violence** - circle as appropriate:
race / color / creed / religion / national origin / sex / age / marital status / familial status / status with regard to public assistance / sexual orientation / gender identity / disability

Name of person you believe harassed or was violent toward you or another person or group: _____

If the alleged harassment or violence was toward another person or group, identify that person or group:

_____

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e. threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (attach additional pages if necessary):

_____

_____

When and where did the incident(s) occur?

_____

_____

List any witnesses who were present:

_____

_____

This complaint is filed based on the honest belief that_____has harassed or has been violent to me or to another person or group. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

_____ _____

Complainant Signature Date

_____ _____

Received By Date

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

## I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

## II. DEFINITIONS

A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:

1. is not likely to occur and could not have been prevented by exercise of due care; and

2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of the event.

B. "Child" means one under age 18and, for purposes of Minnesota Statutes chapter 260C (Juvenile Safety and Placement) and Minnesota Statutes chapter 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minnesota Statutes chapter 260C.451 (Foster Care Benefits Past Age 18).

C. "Immediately" means as soon as possible but no longer than 24 hours.

D. "Mandated Reporter" means any school personnel who knows or has reason to believe a child is being maltreated, or has been maltreated within the preceding three years.

E. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.

F. "Neglect" means the commission or omission of any of the acts specified below, other than by accidental means:

1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child's physical or mental health when reasonably able to do so;

2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;

3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety or the basic needs or safety of another child in the

child's care;

4. failure to ensure that a child is educated in accordance with state law, which does not include a parent/legal guardian's refusal to provide the parent/legal guardian's child with sympathomimetic medications;
5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, or medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
6. medical neglect as defined by Minnesota Statutes section 260C.007, subdivision. 6, clause (5);;
7. chronic and severe use of alcohol or a controlled substance by person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

   Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care..

G. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minnesota Rules part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minnesota Rules chapter 9503.

H. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minnesota Statutes section 125A.0942 or 245.825.

   Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian which does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minnesota Statutes section 121A.582.

   Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a

closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minnesota Statutes section § 609.02, subdivision 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minnesota Statutes section 609.379, including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minnesota Statutes section 121A.58.

I. "Physical Abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minnesota Statutes section 125A.0942 or 245.825..

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minnesota Statutes section 121A.582.

Actions that are not reasonable and moderate include, but are not limited to, any of the following that are done in anger or without regard to the safety of the child: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minnesota Statutes section 609.02 subdivision 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minnesota Statutes section 609.379 including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minnesota Statutes section 121A.58..

J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.

K. "School Personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement or child

care services.

L. "Sexual Abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minnesota Statutes section§ 609.341, subdivision 15), or by a person in a current or recent position of authority (as defined in Minnesota Statutes section § 609.341, subdivision 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children (as defined in Minnesota Statute § 609.352). Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes all report of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent/legal guardian or household member who has committed a violation that requires registration under Minnesota Statutes section 243.166, subdivision 1b(a) or (b)..

M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm under Minnesota Statutes, section 260E.03, subdivision 5, or a similar law of another jurisdiction; (2) been found to be palpably unfit under Minnesota Statutes, section 260C.301, subdivision 1, paragraph (b), clause 3, or a similar law of another jurisdiction; (3) committed an act that resulted in an involuntary termination of parental rights under Minnesota Statutes, section 260C.301, or a similar law of another jurisdiction; or (4) committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative or parent under Minnesota Statutes, section 260C.515, subdivision 4, or a similar law of another jurisdiction.

## III. GENERAL STATEMENT OF POLICY

It is the policy of the school district to fully comply with the Minnesota Statutes chapter 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.

It shall be a violation of this policy for any school personnel to fail to immediately report instances of child neglect, or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

A. Reporting Procedures

1. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, tribal police department, or agency responsible for assisting or investigating maltreatment (Minnesota Department of Education "MDE"). The reporter will include the reporter's name and address in the report.

2. An oral report shall be made immediately by telephone or otherwise.The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Once the report has been made to the appropriate agency, the mandated reporter shall inform the building

principal. If the principal is implicated in the report, the mandated reporter would report to the district's designated human rights officer, the Executive Director of Administrative Services. Any written report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment and the name and address of the reporter.

3. Regardless of whether a report is made, 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 has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

4. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.

5. A person mandated to report by Minnesota law and this policy who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.

6. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.

7. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

B. Investigation

1. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, legal guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or legal guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

2. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.

3. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.

4. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.

5. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g.

C. Maintenance of School Records Concerning Abuse or Potential Abuse

1. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.

2. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described in above paragraph, shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

D. Physical or Sexual Abuse as Sexual Harassment or Violence

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law (refer to Policy H-85). If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

E. Dissemination of Policy and Training

1. This policy shall appear in school personnel handbooks.

2. The school district will develop a method of discussing this policy with school personnel.

~~3. This policy shall be reviewed at least annually for compliance with state law.~~

**Legal References:** MN Stat. Ch. 13 (Minnesota Government Data Practices Act)
MN Stat. § 121A.58 (Corporal Punishment)
MN Stat. § 121A.582 (Student Discipline; Reasonable Force)
MN Stat. § 125A.0942 (Standards for Restrictive Procedures)
MN Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
MN Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
MN Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)
MN Stat. § 260C.301 (Termination of Parental Rights)
MN Stat. § 260C.451 (Foster Care Benefits Past Age 18)
MN Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
MN Stat. Ch. 260E (Reporting of Maltreatment of Minors)
MN Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
MN Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
MN Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
MN Stat § 609.352 (Solicitation Of Children To Engage In Sexual Conduct; Communication Of Sexually Explicit Materials To Children)
MN Stat. § 609.379 (Reasonable Force)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

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*August 2025*

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 417 CHEMICAL USE AND ABUSE

## I. PURPOSE

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of employees and significantly impedes the work in schools. Chemical use and abuse also creates significant problems for society in general. The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

## II. DEFINITIONS

A. "Chemical abuse", as applied to students means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the minor's normal function in academic, school, or social activities is chronically impaired.

B. "Controlled substances," as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and "marijuana" as defined in Minnesota Statutes section 152.01, subdivision 9. but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, "controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

C. "Drug prevention" means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.

D. "Teacher" means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media specialist, media supervisors, and speech language pathologists.

## III. GENERAL STATEMENT OF POLICY

A. Use or possession of controlled substances, medical cannabis, toxic substances, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited in accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.

B. The school district shall develop, implement, and evaluate comprehensive programs and

activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement.

C. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

D. The school district shall establish a drug-free awareness program for its employees.

Employees

A. The school district shall establish a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace.
2. The school district's policy of maintaining a drug-free workplace.
3. Available drug counseling, rehabilitation, and employee assistance programs.
4. The penalties that may be imposed on employees for drug abuse violations.

B. The Executive Director of Administrative Services or designee shall notify a federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of any criminal drug statute conviction occurring in the workplace.

**Legal References:**
MN Stat. § 121A.25-121A.29 (Chemical Abuse)
MN Stat. §124D.695 (Approved Recovery Program Funding)
MN Stat. § 126C.44 (Safe Schools Levy)
MN Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
MN Stat. § 152.01 (Definitions)
MN Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)
MN Stat. § 152.22 (Definitions; Medical Cannabis)
MN Stat. § 152.23 (Limitations; Medical Cannabis)Minn. Stat. § 299A.33 (DARE Program)
MN Stat. § 466.07, subd. 1 (Indemnification Required)
MN Stat. § 609.101, subd. 3(e) (Controlled Substance Offenses; Minimum Fines)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

**Cross References:**
Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
~~Policy 416 (Drug and Alcohol Testing)¶~~
418 (Drug-Free Workplace/Drug Free School)
Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)

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*February 2024*

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

## I. PURPOSE

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

## II. DEFINITION

A. "Alcohol" includes any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.

E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; or (4) any other methods, excluding smoking, approved by the commissioner.

F. "Toxic substances" includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.

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

H. "Sell" means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.

I. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

J. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

## III. GENERAL STATEMENT OF POLICY

A. Use or possession of controlled substances, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. It shall be a violation of this policy for any student, teacher, administrator, other school district personnel, or member of the public to use alcohol, toxic substances, controlled substances, nonintoxicating cannabinoids, edible cannabinoid products, or medical cannabis in any school location.

C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.

D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

Exceptions

A. It shall not be a violation of this policy for a person to bring onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. It shall not be a violation of this policy for a person to possess an alcoholic beverage in a school location when the possession is within the exceptions of Minn. Statute 624.701, subdivision 1a and is pursuant to the procedure established under Procedures.G. below. ~~(experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).~~

C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program or a Tribal medical cannabis program as a pupil solely because the patient or person is enrolled in the registry program or a Tribal medical cannabis program, unless failing to do so would violate federal law or

regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

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

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

Procedures

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform the employee's supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that the employee has received the policy.

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances, nonintoxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or elementary or secondary school; or on the grounds of any child care facility.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minn. Statute, section 624.701 subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

School Programs

A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in MN Statutes,

section 120B.215, subdivision 1 and must:

1. Respect community values and encourage students to communicate with parents, legal guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl.

2. Refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.

B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with MN Statutes, sections 120B.10 and 120B.11.

C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a legal guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent/legal guardian or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents/legal guardians and adult students of this right to opt out.

Enforcement

A. Students

1. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

2. The student may be referred to a drug or alcohol assistance or rehabilitation program and/or to law enforcement officials when appropriate.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify the employee's supervisor in writing of the employee's conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority,

collective bargaining agreements, and school district policies.

C. The Public

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

**Legal References:**
MN Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
MN Stat. § 121A.22 (Administration of Drugs and Medicine)
MN Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
MN Stat. § 151.72 (Sale of Certain Cannabinoid Products)
MN Stat. § 152.01, Subd. 15a (Definitions)
MN Stat. § 152.0264 (Cannabis Sale Crimes)
MN Stat. § 152.22, Subd. 6 (Definitions; Medical Cannabis)
MN Stat. § 152.23 (Limitations; Medical Cannabis)
MN Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
MN Stat. § 340A.101 (Definitions; Alcoholic Beverage)
MN Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
MN Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
MN Stat. § 342.09 (Personal Adult Use of Cannabis)
MN Stat. § 342.56 (Limitations)
MN Stat. § 609.684 (Abuse of Toxic Substances)
MN Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)

**Cross References:**
Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Policy 416 (Drug and Alcohol Testing)
Policy 417 (Chemical Use and Abuse)
Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
Policy 506 (Student Discipline)
Policy 516 (Student Medication)

**Resources:**
To support the requirements for school districts and charter schools outlined in MN Statute 2024, section 120B.215, subdivision 2, and in accordance with subdivision 1, MDE, in collaboration with MDH, the Minnesota Department of Human Services (DHS), and education experts, has created a List of Model Cannabis Education Programs for School District and Charter School Consideration.

Schools may choose to implement one of the listed programs or they may implement their own program(s) identified through a local curriculum adoption process by the 2026-27 school year. While it is not required for a school district or charter school to use one of the programs in the list, the list and rubric provided may be useful to school districts and charter schools in their own decision-making process.

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*July 2023*
*February 2024*
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An Equal Opportunity School District

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

## I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

## II. DEFINITION

A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.

C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.

E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.

F. "Vaping" means using an activated electronic delivery device or heated tobacco product."

## III. GENERAL STATEMENT OF POLICY

A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.

D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

### EXCEPTIONS

A. A violation of this policy does not occur when an adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An American Indian student may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.

B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

C. An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator

## VAPING PREVENTION INSTRUCTION

A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.

B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

## ENFORCEMENT

A. All individuals on school premises shall adhere to this policy.

B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.

C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.

D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.

E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.

F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.

G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

## DISSEMINATION OF POLICY

A. This policy shall appear in the student handbook.

B. The school district will develop a method of discussing this policy with students and employees.

**Legal References:** MN Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. § 121A.08 (Smudging Permitted)
MN Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
MN Stat. § 609.685 (Sale of Tobacco to Persons Under Age 21)

2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

**Cross References:** Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Policy 506 (Student Discipline)

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An Equal Opportunity School District

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 426 SUBSTITUTE TEACHERS

## I. PURPOSE

The purpose of this policy is to define a short-term, medium-term, and long-term substitute and employment benefits granted.

## II. DEFINITION

A. A short-term substitute, by definition, shall be an individual who performs substitute teaching duties for less than ten (10) consecutive days for one or more teachers.

B. A medium-term substitute, by definition, shall be a teacher who performs substitute teaching duties for an individual teacher for ten (10) or more consecutive days but less than one hundred (100) days.

C. A long-term substitute, by definition, shall be a teacher who performs substitute teaching duties during a leave of absence granted a teacher by the School Board for at least one hundred (100) days in a school year.

## III. GENERAL STATEMENT OF POLICY

Short Term Substitute
A short-term substitute teacher shall be ~~an individual selected by the respective principal~~ contracted to provide instructional services during the absence of a contract teacher or teachers.

Rates of compensation for short-term substitute teachers shall be set by the ~~School Board~~ the Superintendent, or their designee..

Specific benefits in addition to the compensation set up by the Superintendent, or their designee, ~~School Board~~ shall not be granted for short-term substitute assignments.

Medium Term Substitute
A medium-term substitute shall be reimbursed, on a pro-rated basis, at the level of compensation stipulated for the BA Degree, not in excess of the initial step (Step 1) on the "Salary Schedule" of the Master Contract Agreement, unless an exception is made by the Executive Director of Administrative Services. Employment as a medium-term substitute teacher shall not be considered as teaching experience applicable toward qualification as a tenure teacher.

Substitute service interrupted by illness of the medium-term substitute will be considered as continuous substitute assignment.

Special benefits, in addition to the compensation set by the Superintendent, or their designee, ~~School Board~~, shall not be granted for medium-term substitute assignments.

Long Term Substitute

A long-term substitute shall be reimbursed, on a pro-rated basis, at the level of compensation stipulated for the applicable training level, but not in excess of MA Step 1 on the "Salary Schedule" of the Master Contract Agreement unless an exception is made by the Executive Director of Administrative Services.

Employment as a long-term substitute teacher shall not be considered teaching experience applicable toward qualification as a tenure teacher unless it is full year and uninterrupted with the next full-time experience.

Long-term substitute teachers may be granted "experience" credit for long-term substitute experience if they are subsequently employed by the district.

Long-term substitutes shall receive fringe benefits according to the current negotiated teacher agreement.

Contracts for long-term substitute teaching shall automatically expire in accordance with the stated period of employment in the contract.

School Board Adoption: June 10, 2024

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*September 2017*
*February 2022*
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INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 427 COMPENSATION FOLLOWING PART-YEAR OF EMPLOYMENT

## I. PURPOSE

The purpose of this policy is to create a consistent method for compensating employees after they have completed a partial year of employment.

## II. GENERAL STATEMENT OF POLICY

Individuals employed by December 31st of the year preceding the established anniversary date for compensation adjustment shall be eligible for consideration of advancement of one (1) vertical step on the compensation schedule.

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*June 2024*

INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 525 WEBSITE AND INTRANET POLICY

## I. PURPOSE

The purpose for this policy is to authorize the establishment of a district website and intranet system and to set policy for the acceptable use of the district website and intranet system. This policy complements the district's Electronic Technologies Acceptable Use Policy.

## II. DEFINITIONS

"Website": A website is a collection of related web pages, multimedia content, and other digital resources typically identified by a common domain name and accessible over the Internet. These web pages are usually created using HTML (Hypertext Markup Language) and may contain various elements such as text, images, videos, hyperlinks, and interactive features. Websites serve various purposes, including providing information, entertainment, communication, and facilitating online transactions.

"Intranet"**:** An intranet is a private network within an organization that uses Internet technologies to securely share information, resources, and communication among its members. It serves as an internal website or a private web space accessible only to authorized users within the organization, using the same principles as the Internet but with restricted access. Intranets are commonly used to facilitate communication, collaboration, and the sharing of documents and other resources among employees or members of an organization.

"Cloud-based Productivity Tools"**:** Cloud-based productivity tools refer to software applications and services that are hosted and operated on remote servers, and users access them over the internet. These tools are designed to enhance and streamline various productivity-related tasks, allowing individuals and organizations to create, edit, collaborate, and manage documents, spreadsheets, presentations, and other types of files without needing local installations or physical storage.

## III. GENERAL STATEMENT OF POLICY

The school board envisions a technology infrastructure that can improve the way people think, learn, and work. Therefore, the school board authorizes the purchase and maintenance of a website and intranet content management system that will be used to enhance student learning; expand the delivery of curriculum through improved teacher tools; increase effective communication and collaboration among students, teachers, and parents/legal guardians; provide for communication between the district and the public; maximize staff effectiveness and efficiency; enable individualized instruction; provide local and remote access for authorized users; monitor and report student progress; and ensure the highest levels of data privacy and security.

The district website and intranet system enhance and extend learning opportunities beyond the traditional classroom walls. Therefore, the use of the system for teaching and learning shall conform to the same high standards for personal and professional conduct and quality of work expected in and around our school district community.

The district website and intranet system are provided to support the educational program within the school district. The system shall not be used for unauthorized purposes or financial gain unrelated to the mission of the school district.

RESPONSIBILITIES

The Ssuperintendent, or designee, shall ensure that the district maintains a website and intranet system that supports the school board's vision and strategic plan for the district and complies with district policies and state and federal laws.

The Ssuperintendent, or designee, shall ensure that online instructional materials and courses are consistent with District curriculum, educational goals, and high standards for instruction.

The Ssuperintendent, or designee, is authorized to make available to students and staff: remote access to electronic files, calendaring tools, chatrooms, blogs, wikis, discussion boards, online assignment and assessment tools, intranet, email, electronic portfolios, collaboration and work-flow tools. The Ssuperintendent, in consultation with a representative committee is authorized to establish minimum content requirements for teacher, classroom and district information.

The district prohibits anonymous postings on public discussion boards. Further, this policy requires that for the safety and security of minors, all employee-hosted or sponsored chatrooms, blogs, wikis, and similar electronic communication technologies used as part of the employee's professional responsibilities and/or in interactions with students and parents/legal guardians are confined to those technologies specifically approved by the district and/or hosted within the district domain.

REQUIREMENTS

The district shall secure appropriate technology services to ensure the website and intranet systems are functioning and available to authorized users, to provide a highly secure system, to ensure appropriate backup and redundancy systems. The district shall establish and maintain appropriate security policies and establish password protections and procedures to authorize students, staff and parents/legal guardians access to authorized areas of the intranet system.

The district's website and intranet shall be an extension of the classroom or school and subject to the same expectations for conduct and high quality of work expected in classrooms and on school grounds. Students and employees shall maintain the same rights and responsibilities online as are expected when present on campus or involved in school activities. The Ssuperintendent, or designee, shall investigate any allegations of misconduct in conjunction with the district system. Violations of any district policy in conjunction with use of the district's website or intranet may result in disciplinary action and/or loss of access to the district system.

All users, including employees, independent contractors, students, parents/legal guardians and designated volunteers may be provided an individually identifiable password and login for authorized areas of the district website and intranet. The user shall be responsible for the protection and security of the password. Each user shall be responsible for all activity on the website and intranet system that is posted under the user's individually identifiable login. Users shall have the ability to change passwords to maintain the confidentiality of login codes.

Any data or other information downloaded or copied to any remote system shall remain the

property of the school district. Staff members obtaining such access to data shall take required steps to protect confidentiality and prevent unauthorized disclosure of district data in compliance with the district's Protection and Privacy of Student Records Policy.

The website is an electronic publication of the school district and shall meet the same high standards as other district publications. All website content shall be current, accurate, grammatically correct, free from spelling or keyboarding errors, and in compliance with copyright laws and other district policies and state and federal laws.

All work created by district employees using the district system or on district time is the property of the school district.

All student work posted to the district website or stored on the district's intranet or electronic portfolio system remains the intellectual property of the student.

All teachers shall make classroom information available to parents/legal guardians ~~via the website or intranet system~~ and such information shall be updated at least weekly. Parent/legal guardian access may be provided to student homework, calendars, attendance, food service, student conduct, grades and other electronic student data to which a parent/legal guardian would otherwise have access under the federal Family Educational Rights and Privacy Act. Classroom and teacher web pages may include both public and password-protected areas.

COMPLIANCE WITH OTHER SCHOOL DISTRICT POLICIES AND REGULATIONS

Use of the district website and intranet system must not violate the school district's other policies and regulations, including but not limited to the school district policies on Nondiscrimination, Harassment and Violence, and Electronic Technologies Acceptable Use Policy. In addition, users are prohibited from using the district website or intranet system to transmit (send) or receive messages, pictures or computer files which are fraudulent, illegal, pornographic, obscene, indecent, sexually explicit, discriminatory, harassing, defamatory, or which are intended to promote or incite violence against persons or property. Users shall not use the district website or intranet system to access, review, upload, download, store, print, post or distribute pornographic, obscene or sexually explicit material.

**Legal References:** MN Stat. Ch. 13 (Minnesota Government Data Practices Act
MN Stat. § 13.32 (Educational Data)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

**Cross References:** Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Policy 406 (Public and Private Personnel Data)
Policy 413 (Harassment and Violence)
Policy 521 (Student Disability Nondiscrimination)
Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
Policy 524 (Electronic Technologies Acceptable Use Policy)

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INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 528 STUDENT FAMILIAL AND MARITAL STATUS NONDISCRIMINATION

## I. PURPOSE

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

## II. GENERAL STATEMENT OF POLICY

A. The school district provides equal educational opportunity for all students, and will not apply any rule concerning a student's actual or potential familial or marital status, including the student's status as a parent/legal guardian, which treats students differently on the basis of sex.

B. The school district will not discriminate against any student, or exclude any student from its education program or activity, including any class or extracurricular activity, on the basis of such students' pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program or activity of the school district.

C. The school district may require such a student to obtain the certification of a physician that the student is able to continue participation in the normal education program or activity so long as such a certification is required of all students for other conditions requiring the attention of a physician.

D. The school district will ensure that any separate and voluntary instructional program is comparable to that offered to non-pregnant students.

E. It is the responsibility of every school district employee to comply with this policy.

F. The school board has designated the Executive Director of Administrative Services, Robert Cothern, District Services Center, 4540 Tower Street SE, Prior Lake, MN 55372, 952-226-0021, as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.

G. Any student, parent, or legal guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint would be referred to the superintendent.

H. Any reports of unlawful discrimination under this policy will be handled, investigated, and acted upon in the manner specified in Policy 522.

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

**Cross References:** Policy 102 (Equal Educational Opportunity)
Policy 413 (Harassment and Violence)
Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

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INDEPENDENT SCHOOL DISTRICT 719
PRIOR LAKE - SAVAGE AREA SCHOOLS

# 535 INCLUSION OF SERVICE ANIMALS IN SCHOOLS

## I. PURPOSE

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

## II. DEFINITIONS

A. Service Animal

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

B. Handler

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

C. Work or Tasks

1. "Work or tasks" are those functions performed by a service animal.

2. Examples of "work or tasks" include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

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

D. Trainer

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

## III. GENERAL STATEMENT OF POLICY

ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

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

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

1. Is the service animal required because of a disability; and

2. What work or tasks is the service animal trained to perform.

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

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

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

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

REQUIREMENTS FOR ALL SERVICE ANIMALS

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

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

C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal’s safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler’s control (e.g., voice control, signals, or other effective means).

D. The service animal must be housebroken.

E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.

F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.

G. In the case of a student who is unable to care for and/or supervise the student's service animal, the student's parent/legal guardian is responsible for arranging for such care and supervision.

H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the Director of Student Support Services.

B. Students seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.

C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:

1. Any of the requirements described above are not met.

2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;

3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or

4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.

B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

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

A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;

B. Whether the handler has sufficient control of the miniature horse;

C. Whether the miniature horse is housebroken; and

D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

ALLERGIES; FEAR OF ANIMALS

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

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

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

LIABILITY

A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.

B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

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

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

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An Equal Opportunity School District