

Nerstrand Elementary School
 Board of Directors Meeting
 August 19, 2024; 3:30pm
 Nerstrand Media Center

Mission: Nerstrand Elementary School will empower students to be self-directed lifelong learners by providing a nurturing multi-age environment which fosters cooperation and character development.

- 1.0 Call to Order
 - 1.1 Roll Call
- 2.0 Approve Agenda
- 3.0 Opportunity to Report any Board Conflicts of Interest
- 4.0 Approve Meeting Minutes
 - 4.1 Approve June 10, 2024 Minutes
 - 4.2 Approve August 12, 2024 Minutes
- 5.0 Community Comment
- 6.0 Reports
 - 6.1 Director's Report
 - a) Student Achievement
 - b) NEO update including ties to Contract Goals
 - c) Director's Performance
 - 6.2 Enrollment for 24-25; plus 1 still deciding

K	1	2	3	4	5	Total
21	18	19	20	11	14	103

K = 21 1 = 18 2-3 = 19 & 20 4-5 = 25

6.3 Finance Report

- a) Monthly Financial Update; Traci
- b) Vote on donations over \$500 per policy from June 10 - Aug 19;

7.0 Policy

- a) Staff Handbook - First Look
- b) Fall COVID Protocol - First Look
- c) Policy 522 - Title IX - First Look
- d) Policy 515 - Pupil Records - First Look
- e) Policy 608 - SPED Instruction - First Look
- f) Policy 609 - Religion - First Look

8.0 New Business

8.1 Review staffing; none

8.2 Review new board training requirements

- a) Before seated, board members have to take Board Roles/Responsibilities, Open Meeting Law & Data Practices Law. Check in with Board Member Johnson and Shroyer.

8.3 Approve BOD Work Calendar 2024

8.4 Approve Board Training 2024

8.5 Approve Board On-Boarding Information 2024

8.6 Approve Board Roster 24-25

9.0 Old Business

9.1 Chair reminds new board members that they have 1 year to complete 3 required trainings (finance, governance and employment), but one training must be completed within the first 6 months. NA

10.0 Other

10.1 Opportunity for BOD member comments on meeting:
Did we stay on track?
Strategic vs. micro-manage?
Everyone able to participate?

10.2 Next Board of Directors meeting is September 9, 2024 at 3:30 in the Nerstrand Media Center

11.0 Adjournment



Nerstrand Elementary School
205 2nd St | PO Box 156
Nerstrand MN 55053

Board of Directors Meeting Minutes

Charter District #4055

June 10, 2024 | 3:30 p.m.

Nerstrand Elementary Media Center

Members Present	Members Absent	Staff Present	Other Attendees
Carmen Bonde	Kelly McGregor	Nicole Musolf	
Ali Bossmann @3:38	Phil McBride	Traci LaFerriere	
Carissa Erickson			
Terri Neumann			
Tara Vondrasek			

1.0 Call to Order at 3:31 p.m.

1.1 Roll Call

2.0 Approve Agenda

Approved. First: Tara, Second: Carmen, Yay: 4, Nay: 0, Abstentions: 0

3.0 Opportunity to Report any Board Conflicts of Interest

None noted

4.0 Approve Board Meeting Minutes

4.1 Approve May 13, 2024 Board Meeting Minutes

Approved. First: Carmen, Second: Terri, Yay: 4, Nay: 0, Abstentions: 0

5.0 Community Comment

None present

Nerstrand Elementary Charter Authorizer is:
Novation Education Opportunities (NEO)
3432 Denmark Ave, Ste 130
Eagan, MN 55123



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6.0 Reports

6.1 Director Report

a) News

- Annual May Day deliveries were made
- Community Celebration Concert honoring 45th Elder Kathy Braaten was a success
- 5th Graders had Field Day and K-4 experienced Fly-Up Day
- All classes had migration day in the Peace Garden
- Woodlands performed the Granny Awards show with Ben and did a fabulous job
- All School Field Day and Color Run was a tremendous success
- Nerstrand Night Out was held for the first time since COVID
- Phil got his eagle tattoo
- Last day of school awards, 5th grade graduation, picnic at Big Woods, and BMX Bikers was a great last day of school

b) Student Achievement

- 3rd-5th Graders finished taking MCA/MTAS assessments. Results are embargoed until August and will be shared with board then
- All students completed FAST testing including a/Reading, a/Math, and fluency, and their F&P individual reading assessment.
- Results of these assessments are in the Contract Goals

c) NEO Update

- Contract Goals will be reviewed

d) Director Performance

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- Director's Performance has been completed for the year.
- For 24-25, the director will focus on Domain 4 Cooperation and Collaboration

6.2 Enrollment for 24-25

- Current enrollment for 2024-2025 is 96
- Kindergarten:17, 1st: 19, 2nd:19, 3rd:17, 4th:11, 5th:13

6.3 Finance Report

- a) Monthly Financial Report by Traci LaFerriere
Motion to approve Monthly Financial Report
Motion approved. First: Terri, Second: Tara,
Yay: 5, Nay: 0, Abstentions: 0
- b) Review and vote to approve donations over \$500
Motion to approve donations over \$500
Motion approved. First: Carmen, Second: Terri, Yay: 5, Nay: 0,
Abstentions: 0

7.0 Policy

- a) Policy 211 Criminal or Civil Action against Charter School, Board, Employee or student
Motion to approve policy 211 Criminal or Civil Action against Charter School, Board, Employee or student
Motion approved. First: Carmen, Second: Tara, Yay: 5, Nay: 0,
Abstentions: 0
- b) Policy 212 Charter School Board Development
Motion to approve policy 212 Charter School Board Development
Motion approved. First: Ali, Second: Carmen, Yay: 5, Nay: 0,
Abstentions: 0

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- c) Policy 213 Charter School Board Development
Motion to approve policy 213 Charter School Board Development
Motion approved. First: Carmen, Second: Terri, Yay: 5, Nay: 0,
Abstentions: 0

- d) Policy 214 Out of State Travel by School Board Members
Motion to approve policy 214 Out of State Travel by School Board
Members
Motion approved. First Tara, Second: Ali, Yay: 5, Nay: 0,
Abstentions: 0

8.0 New Business

8.1 Review Staffing

- a) Resignation of Kelly McGregor, General Education Teacher,
effective May 31, 2024

Motion to approve resignation of Kelly McGregor

Motion approved. First: Carmen, Second: Terri, Yay: 5, Nay: 0,
Abstentions: 0

- b) Hire Innana Antley , General Education Teacher effective
Aug 19, 2024 through June 20, 2025

Motion to approve hire of Innana Antley

Motion approved. First: Terri, Second: Tara, Yay: 5, Nay: 0,
Abstentions: 0

8.2 Resignation of Kelly McGregor as Board Member, effective May 31, 2024

Motion to approve resignation of Kelly McGregor as Board
Member

Motion approved. First: Carmen, Second: Terri, Yay: 5, Nay: 0,
Abstentions: 0

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- 8.3 Appointment of Andrea Peterson as new Board Member
Motion to have Tara Vondrasek extend her term to June 20, 2025
Motion Approved. First: Carmen, Second: Terri, Yay: 5, Nay: 0,
Abstentions: 0
- 8.4 Appointment of Officers for 24-25 School Year
Motion to approve Carrisa Erickson as Board Chair, Tara Vondrasek
as Clerk, and Carmen Bonde as Treasurer
Motion approved. First: Terri, Second: Ali, Yay: 5, Nay: 0,
Abstentions: 0
- 8.5 Approve the following annual Banking Resolutions for
2024-2025 (8/1/24):
- a) Designate Minnesota School District Liquid Asset Fund (US
Bank) and Lake Country Community Bank as the Official
School Depositories
Motion to approve US Bank and Lake Country Community
Bank as Official School Depositories
Motion approved. First: Carmen, Second: Tara, Yay: 5, Nay:0,
Abstentions: 0
- b) Authorize Nicole Musolf (8/1/24) or Traci LaFerriere to sign
for investments on behalf of Nerstrand Elementary School (e.g.
CD's)
Motion to authorize Nicole Musolf or Tracy LaFerriere to sign
for investments on behalf of NES
Motion approved. First: Terri, Second: Carmen, Yay: 5, Nay: 0,
Abstentions: 0
- c) Authorize Nicole Musolf (8/1/24) or Traci LaFerriere to make
electronic funds transfers between school accounts (e.g.
payroll)
Motion to authorize Nicole Musolf or Traci LaFerriere to
make electronic funds transfers between school accounts
Motion approved. First: Tara, Second: Terri, Yay; 5, Nay: 0,
Abstentions: 0

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- 8.6 Approve use of REAP funds in 2024-2025 to reduce class size as a long-term strategy to retain/recruit effective teachers and to create a more effective learning environment and maximize one-on-one time with students
Motion to approve the use of REAP funds in 24-24
Motion approved. First: Carmen, Second: Tara, Yay: 5, Nay: 0, Abstentions: 0
- 8.7 Approve Nicole Musolf as Identified Official with Authority effective Aug 1, 2024
Motion to approve Nicole Musolf as IOA effective 8/1/24
Motion approved. First: Ali, Second: Carmen, Yay: 5, Nay: 0, Abstentions: 0
- 8.8 Approve the following 2024-2025 designations for Nicole Musolf effective 8/1/24: LEA Representative, Homeless Liaison, Human Rights Officer, Title Coordinator, 504 Coordinator, Site Verification Coordinator, & District Assessment Coordinator
Motion to approve Nicole Musolf as noted above
Motion approved. First: Terri, Second: Carmen, Yay: 5, Nay: 0, Abstentions: 0
- 8.9 Approve the use of Ratwik, Roszak & Maloney as Legal Council for the 2024-2025 school year with Nicole Musolf, Traci LaFerriere and the Board Chair given designation to consult with them.
Motion to approve Ratwik, Roszak & Maloney as Legal Council for the 24-25 school year
Motion approved. First: Terri, Second: Carmen, Yay: 5, Nay: 0, Abstentions: 0
- 8.10 Review Performance Framework from NEO
- Not all scores are in due to MCA results

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- NES is on target

8.11 Discuss Marketing Plan for Enrollment

- Invite the Faribault Daily News when big events are happening
- Use more event pictures on social media

8.12 Resignation of Phil McBride as a Board Member effective June 10, 2024

Motion to approve the resignation of Phil McBride as a Board Member effective Jun 10, 2024

Motion approved. First: Ali, Second: Carmen, Yay: 5, Nay: 0, Abstentions: 0

Motion to remove Phil McBride from the Lake Country Bank Account effective June 10, 2024

Motion approved. First: Tara, Second: Terri, Yay: 5, Nay: 0, Abstentions: 0

Motion to add Carmen Bonde to the Lake Country Bank Account effective Jun 10, 2024

Motion approved. First: Terri, Second: Ali, Yay: 5, Nay: 0, Abstentions: 0

9.0 Old Business

- 9.1 Chair reminds new board member Bossmann that they have 1 year to complete 3 required trainings (finance, governance, employment). Finance training must be completed By Aug. 22, 2024

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10.0 Other

10.1 Opportunity for BOD member comments on meeting:

Did we stay on track? Strategic vs. micro-manage? Everyone able to participate? Yes, the meeting went well, good discussion and passing of motions.

10.2 Next Board of Directors meeting – August 19, 2024 at 3:30pm, Nerstrand Media Center

11.0 Adjournment

Motion to adjourn at 4:28p.m.

Approved. First: Tara, Second: Carmen, Yay: 5, Nay: 0, Abstentions: 0

Carissa Erickson, Chairperson of the Board

Tara Vondrasek, Clerk of the Board

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Board of Directors Meeting Minutes

Charter District #4055

August 12, 2024 | 3:30 p.m.

Nerstrand Elementary Media Center

Members Present	Members Absent	Staff Present	Other Attendees
Carmen Bonde 3:33	Ali Bossmann	Nicole Musolf	
Carissa Erickson			
Sarah Johnson			
Terri Neumann			
Paula Shroyer			
Tara Vondrasek			

1.0 Call to Order at 3:32 p.m.

1.1 Roll Call

2.0 Approve Agenda

Approved. First: Sarah , Second: Paula , Yay: 6, Nay: 0, Abstentions: 0

3.0 Opportunity to Report any Board Conflicts of Interest

None noted

4.0 Community Comment

None present

5.0 Policy

a) Policy 721 Procurement

Motion to approve Policy 721 Procurement

Motion approved. First: Terri, Second: Sarah , Yay: 6, Nay: 0,

Abstentions: 0

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6.0 Other

- 6.1 Opportunity for BOD member comments on meeting:
Did we stay on track? Strategic vs. micro-manage? Everyone able to participate? Yes, the meeting went well, good discussion and passing of motions.
- 6.2 Next Board of Directors meeting – August 19, 2024 at 3:30pm,
Nerstrand Media Center

7.0 Adjournment

Motion to adjourn at 3:36p.m.

Approved. First: Carmen , Second: Tara, Yay 6: , Nay: 0, Abstentions: 0

Carissa Erickson, Chairperson of the Board

Tara Vondrasek, Clerk of the Board

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Director's Report:

Summer has come and gone. We are ready to kick off the 24-25 school year. We are welcoming a new 1st grade teacher, Innana Temple. We are also welcoming a new custodian, who we have yet to meet. Otherwise, all staff are returning, which we are very excited about. We hope families were able to rest, relax and recharge. This year is going to be great.

Student Achievement:

MCA individual results will be available at Back to School night. School results are embargoed until the 29th. I will share in September how we did.

NEO Update including Contract Goals:

We will go over contract goals in September once MCA results are released.

Director's Performance:

For 24-25, the Director will focus on Domain 4.

**Nerstrand Elementary School #4055
Financial Report to the School Board
July 2024**

Fiscal Year 2024

The fiscal year 2024 audit fieldwork was completed on July 25 and 26. The deadline for submitting unaudited UFARS data to MDE by September 15 was met. The next deadline is November 30 to submit audited UFARS data and the compliance table. The final audit document is due by December 31. The auditors will attend the September meeting to review the audit with the board.

Fiscal Year 2025

The following June and July reports are provided for review: bank statements, journal entries listing, receipt listing, check listing, wire listing, bank reconciliation, outstanding payments listing, balance sheet and income statement.

The July 2024 income statement compares year to date (July only) revenues and expenditures to the FY2025 budget that is based on 100 adm. Revenues and expenditures should be monitored to prevent actual from falling short of or exceeding budget.

The prior year ending general fund balance is \$88,211 more than the prior year revised budget at \$544,733. The 04 fund balance ended at \$1,931 and did not require a transfer from the general fund.

NERSTRAND ELEMENTARY SCHOOL #4055
 FY2024 Income Statement

	FY2024 Actual	FY2024 Rv Bdgt
GENERAL FUND		
REVENUES		
Fees From Patrons	7,761.86	7,537.86
Med Assist Fr Dept of HS	3,453.50	6,500.00
Interest Earnings	29,786.17	28,395.64
Gifts And Bequests	31,665.83	30,000.00
Peace Garden Gift	450.00	450.00
Night Out Gift	7,800.00	500.00
Misc Local Revenue	585.49	585.62
Fundraising Expense	-5,972.25	-5,000.00
Fundraising Expense	-1,183.49	0.00
Fundraising Revenue	9,000.00	9,000.00
Fundraising Revenue	12,700.74	0.00
Endow Fund Apportion	5,885.75	5,546.26
General Education Aid	749,893.76	742,844.18
State Literacy Aid	0.00	9,571.70
Facility Maintenance Revenue	12,955.80	12,672.00
Literacy Incentive Aid	9,571.70	0.00
School Library Aid (Restricted)	20,000.00	20,000.00
Building Lease Aid	128,969.10	126,144.00
Stdnt Support Personnel Aid (Equal Exp)	20,000.00	0.00
Federal Aids & Grant	1,473.72	1,473.72
Title II	524.00	500.00
Spec Ed Fed FlowThru	3,791.05	671.78
Spec Ed Fed FlowThru	12,937.59	17,347.21
Spec Ed Fed FlowThru	8,396.68	8,396.68
Federal Aids & Grant	627.28	1,329.72
REAP Direct Fed Aid&Grant	30,764.00	30,764.00
State Special Education Aid	407,400.26	401,749.46
REVENUES TOTAL	1,509,238.54	1,456,979.83
EXPENDITURES		
EDVISIONS SALARY & BENEFIT TOTAL	941,231.90	951,061.75
FACILITY LEASE TOTAL	164,250.00	164,250.00
PURCHASED SERVICES		
Consult Fees (EdVisions)	18,935.47	19,308.17
Marketing/Advert/Promo Fees	1,556.36	816.91
Business Consult Fees	67,542.81	67,641.75
Phone	5,495.03	5,549.98
Postage & Parcel Svc	3,774.17	3,165.92
Technology Svc	1,224.77	1,280.39
Utility Services	45,895.74	52,627.21
Maintenance	1,493.31	845.20
Maintenance	213.00	213.00
Maintenance Peace Garden	50.00	50.00
Custodial Reimburse To Mn District	73,561.16	73,474.84
Insurance	11,430.02	11,410.02
Elem non-student Consulting	823.50	836.50
Field Trips, Lyceums, River Bend, admissions	3,643.30	0.00
Short Term Lease Copiers	0.00	2,505.34
Field Trip Transportation	1,014.38	0.00
Music Contract	5,136.00	5,967.00
Title II - Prof Dev	500.00	500.00
3rd Pty Biller Fees	27.00	27.00
Contracted Speech Services	33,357.64	45,000.00
Phys Impaired	0.00	1,000.00
Trav/Conv/Conference	1,158.74	850.00
DHH Sp Ed Sal Pur F Other D	7,899.12	6,109.00
DHH Sp Ed Benis	1,655.74	1,798.00
OHD Contracted Services	405.00	405.00
Dev Delay Contracted Services	358.00	358.00
Fed Sub-contr under \$25k	3,501.11	0.00
Fed Sub-contract under \$25k	7,002.21	10,503.21
Fed Sub-contract under \$25k	8,396.68	8,396.68
Tran-Contract/Pub	4,430.76	4,430.76
Contracted SpEd Specialists, Psyc, OT	55,096.80	55,400.00
Trav/Conv/Conference	230.00	310.40

NERSTRAND ELEMENTARY SCHOOL #4055
 FY2024 Income Statement

	FY2024 Actual	FY2024 Rv Bdgt
Trav/Conv/Conference	0.00	1,270.00
Pymnt to MN District	78.11	78.11
StaffDev - Travel+Conferences	311.92	311.92
PURCHASED SERVICES TOTAL	366,197.85	382,440.31
SUPPLIES		
Marketing Supplies	565.41	565.41
Sup/Mat Non-Instr.	284.81	1,675.00
Tech Non Instr Software/License	1,618.37	1,618.37
Sup/Mat Non-Instr.	462.69	1,235.00
Sup/Mat Non-Instr.	40.78	1,000.00
Sup/Mat Non-Instr.	1,962.47	3,250.00
Peace Garden Supplies	92.07	62.07
Music Non-instruct supplies	109.00	0.00
Library Non instruct supplies	98.13	0.00
Non-instruct Software	378.40	378.40
Instructional software	3,425.60	3,425.60
Sup/Mat N-Indiv Inst	6,438.00	10,000.00
Instruct Tech Supplies	49.75	0.00
Textbooks/Workbooks	1,669.60	3,500.00
Standardized Tests	0.00	1,200.00
Purchase or STLease Tech Equip	2,162.86	0.00
Title II PD Supplies	24.00	0.00
PhysEd/Health-Supplies	60.87	500.00
PhysEd/Health-Supplies	176.32	176.32
Music Sup/Mat N-Indiv Inst	351.93	270.18
Library Aid Supplies Placeholder	12,421.93	15,000.00
SpEd Forms MA Software/Bill Fees	1,000.51	1,000.51
SpEd supplies	59.94	0.00
SpEd supplies	19.29	19.29
SpEd Forms Software	1,033.32	1,033.32
SpEd Instructional supplies	4,882.77	4,882.77
SpEd Sup/Mat N-Indiv Inst	1,175.65	878.40
SUPPLIES TOTAL	40,564.47	51,670.64
CAPITAL EXPENDITURES		
Princ LT Tech Leases	1,065.70	1,065.70
CAPITAL EXPENDITURES TOTAL	1,065.70	1,065.70
OTHER EXPENDITURES		
BOD Fees to Authorizer	13,028.21	12,107.41
Dues/Membership - RegV,JMC,MACS	8,348.40	7,127.40
OTHER EXPENDITURES TOTAL	21,376.61	19,234.81
OTHER FINANCING USES		
Perm Interfd Transf	0.00	956.29
OTHER FINANCING USES TOTAL	0.00	956.29
EXPENDITURES TOTAL	1,534,686.53	1,570,679.49
NET INCOME	-25,447.99	-113,699.66
BEGINNING BALANCE	570,221.59	570,221.59
ENDING BALANCE	544,773.60	456,521.93
FUND BALANCE AS % OF EXPENDITURES	35.50%	29.07%

FUND 04

REVENUES

Fees From Patrons	7,473.00	5,290.00
Perm Interfd Transf	0.00	956.29
REVENUES TOTAL	7,473.00	6,246.29

EXPENDITURES

EdVisions Regal Eagle Staff	5,541.62	6,246.29
EXPENDITURES TOTAL	5,541.62	6,246.29
NET INCOME	1,931.38	0.00
BEGINNING BALANCE	0.00	0.00
ENDING BALANCE	1,931.38	0.00

NERSTRAND ELEMENTARY SCHOOL #4055
 Fiscal Year 2025 Income Statement

	FY25 Budget	2024 July
K	17	
1	16	
2	19	
3	20	
4	12	
5	16	
ADM/WADM	100	
GENERAL FUND		
REVENUES		
Fees From Patrons	7,851.94	0.00
Med Assist Fr Dept of HS	6,500.00	1,681.41
Interest Earnings	18,371.06	2,113.83
Gifts And Bequests	30,000.00	0.00
Fundraising Expense	-5,000.00	0.00
Fundraising Revenue	9,000.00	0.00
Endow Fund Apportion	5,546.00	0.00
General Education Aid	781,996.00	107,185.33
State Literacy Aid	9,571.70	0.00
Facility Maintenance Revenue	13,200.00	0.00
School Library Aid (Restricted)	19,863.80	0.00
Building Lease Aid	131,400.00	0.00
Title II	1,800.00	0.00
Spec Ed Fed FlowThru	26,793.67	0.00
Federal Aids & Grant	4,030.97	0.00
REAP Direct Fed Aid&Grant	22,893.00	0.00
State Special Education Aid	410,377.23	0.00
REVENUES TOTAL	1,494,195.37	110,980.57
EXPENDITURES		
EDVISIONS SALARY & BENEFIT		
EdVisions School Administration	102,920.48	0.00
EdVisions General Staff	385,665.75	0.00
EdVisions REAP CSR - Fed Sub-contr under \$25k	30,764.00	0.00
EdVisions PhysEd Staff	45,164.77	0.00
EdVisions Library Aid Exp Cara	4,863.80	0.00
EdVisions Sp Ed Sal Pur F Other D	49,836.00	0.00
EdVisions Sp Ed Ben Pur F Other D	9,243.82	0.00
Sp Ed Sal Pur F Other D	56,759.00	0.00
Sp Ed Ben Pur F Other D	19,259.81	0.00
EdVisions SpEd Staff	146,179.22	0.00
EdVisions SpEd Benefits	43,171.91	0.00
CEIS para	4,030.97	0.00
EdVisions InstructionalSupportAdmin	56,579.62	0.00
EDVISIONS SALARY & BENEFIT TOTAL	954,439.15	0.00
FACILITY LEASE		
Bld/Land Leases	164,250.00	0.00
FACILITY LEASE TOTAL	164,250.00	0.00

NERSTRAND ELEMENTARY SCHOOL #4055

Fiscal Year 2025 Income Statement

	FY25 Budget	2024 July
PURCHASED SERVICES		
Consult Fees (EdVisions)	19,246.29	0.00
Marketing/Advert/Promo Fees	1,000.00	0.00
Business Consult Fees	71,023.84	4,513.60
Phone	5,660.98	461.20
Postage & Parcel Svc	3,200.00	0.00
Technology Svc	1,318.80	0.00
Pymnt to MN Dist	80.45	0.00
Utility Services	53,679.75	857.49
Maintenance	213.00	0.00
Maintenance Peace Garden	50.00	0.00
Custodial Reimburse To Mn District	75,679.09	0.00
Insurance	11,638.22	13,592.76
Elem non-student Consulting	1,050.00	100.00
Maintenance	2,520.00	0.00
Title II - Prof Dev	500.00	0.00
Title II - Prof Dev	1,300.00	0.00
Music Contract	6,086.34	0.00
3rd Pty Biller Fees	27.00	0.00
Contracted Speech Services	45,000.00	0.00
Phys Impaired	1,000.00	0.00
Trav/Conv/Conference	850.00	0.00
DHH Sp Ed Sal Pur F Other D	6,231.18	0.00
DHH Sp Ed Benis	1,833.96	0.00
OHD Contracted Services	405.00	0.00
Dev Delay Contracted Services	358.00	0.00
Fed Sub-contract under \$25k	0.00	5,000.00
Fed Sub-contract under \$25k	10,713.27	0.00
Fed Sub-contract under \$25k	8,564.61	0.00
Trav/Conv/Conference	310.40	0.00
Trav/Conv/Conference	1,270.00	0.00
Tran-Contract/Pub	4,519.38	0.00
Contracted SpEd Specialists, Psyc, OT	55,400.00	0.00
StaffDev - Travel+Conferences	311.92	1,220.00
PURCHASED SERVICES TOTAL	391,041.48	25,745.05
SUPPLIES		
Marketing Supplies	565.41	0.00
Sup/Mat Non-Instr.	1,675.00	0.00
Tech Non Instr Software/License	1,618.37	0.00
Health Office Supplies	1,235.00	0.00
Sup/Mat Non-Instr.	1,000.00	0.00
Sup/Mat Non-Instr.	3,250.00	0.00
Peace Garden Supplies	62.07	0.00
Instruct Software	378.40	0.00
Instructional software	3,425.60	0.00
Sup/Mat N-Indiv Inst	10,000.00	0.00
Textbooks/Workbooks	3,500.00	0.00
Standardized Tests	1,200.00	0.00
PhysEd/Health-Supplies	500.00	0.00

NERSTRAND ELEMENTARY SCHOOL #4055
 Fiscal Year 2025 Income Statement

	FY25 Budget	2024 July
PhysEd/Health-Supplies	176.32	0.00
Music Sup/Mat N-Indiv Inst	270.18	0.00
SpEd Forms MA Software/Bill Fees	1,000.51	0.00
SpEd supplies	19.29	0.00
SpEd Forms Software	1,033.32	0.00
SpEd Instructional supplies	4,882.77	0.00
SpEd Sup/Mat N-Indiv Inst	878.40	0.00
Library Manage Sftwr	0.00	1,212.49
Library Aid Supplies Placeholder	15,000.00	0.00
SUPPLIES TOTAL	51,670.64	1,212.49
CAPITAL EXPENDITURES		
Princ LT Tech Leases	2,557.68	213.14
CAPITAL EXPENDITURES TOTAL	2,557.68	213.14
OTHER EXPENDITURES		
BOD Fees to Authorizer	12,349.56	0.00
Dues/Membership - RegV,JMC,MACS	7,341.22	825.00
OTHER EXPENDITURES TOTAL	19,690.78	825.00
OTHER FINANCING USES		
Perm Interfd Transf	2,586.00	0.00
OTHER FINANCING USES TOTAL	2,586.00	0.00
EXPENDITURES TOTAL	1,586,235.73	27,995.68
NET INCOME	-92,040.36	82,984.89
BEGINNING BALANCE	456,521.92	544,733.60
ENDING BALANCE	364,481.56	627,718.49
FUND BALANCE AS % OF EXPENDITURES	22.98%	2242.20%
FUND 04		
REVENUES		
Fees From Patrons	5,290.00	897.00
Perm Interfd Transf	2,586.00	0.00
REVENUES TOTAL	7,876.00	897.00
EXPENDITURES		
EdVisions Regal Eagle Staff	7,875.32	0.00
EXPENDITURES TOTAL	7,875.32	0.00
NET INCOME	0.68	897.00
BEGINNING BALANCE	0.00	1,931.38
ENDING BALANCE	0.68	2,828.38

NERSTRAND ELEMENTARY SCHOOL #4055
Balance Sheet Through July 2024

	<u>General</u> <u>Fund</u>	<u>Community</u> <u>Fund</u>	<u>Total</u> <u>Funds</u>
Assets			
Cash and investments	575,523.65	1,034.38	576,558.03
Due from governments	105,750.84	0.00	105,750.84
Prepaid items	10,032.56	0.00	10,032.56
Total assets	<u>691,307.05</u>	<u>1,034.38</u>	<u>692,341.43</u>
Liabilities			
Accounts payable	33,024.13	0.00	33,024.13
Due to Other MN Districts	30,524.43	0.00	30,524.43
Total liabilities	<u>63,548.56</u>	<u>0.00</u>	<u>63,548.56</u>
Net Assets			
Unreserved	586,231.64	0.00	586,231.64
Nonspendable	10,032.56	0.00	10,032.56
Restricted Library Aid	2,021.87	0.00	2,021.87
Restricted Student Support Aid	20,000.00	0.00	20,000.00
Restricted	0.00	1,034.38	1,034.38
Reserved for Med Assist	9,472.42	0.00	9,472.42
Total liabilities and net assets	<u>691,307.05</u>	<u>1,034.38</u>	<u>692,341.43</u>

NERSTRAND ELEMENTARY SCHOOL #4055
Balance Sheet Through June 2024

	<u>General</u> <u>Fund</u>	<u>Community</u> <u>Fund</u>	<u>Total</u> <u>Funds</u>
Assets			
Cash and investments	618,767.95	676.38	619,444.33
Accounts receivable	0.00	1,256.50	1,256.50
Due from governments	105,761.66	0.00	105,761.66
Prepaid items	10,032.56	0.00	10,032.56
Total assets	<u>734,562.17</u>	<u>1,932.88</u>	<u>736,495.05</u>
Liabilities			
Deferred revenue - unearned	0.00	1.50	1.50
Accounts payable	159,264.14	0.00	159,264.14
Due to Other MN Districts	30,524.43	0.00	30,524.43
Total liabilities	<u>189,788.57</u>	<u>1.50</u>	<u>189,790.07</u>
Net Assets			
Unreserved	<u>503,246.75</u>	<u>0.00</u>	<u>503,246.75</u>
Nonspendable	10,032.56	0.00	10,032.56
Restricted Library Aid	2,021.87	0.00	2,021.87
Restricted Student Support Aid	20,000.00	0.00	20,000.00
Restricted	0.00	1,931.38	1,931.38
Reserved for Med Assist	9,472.42	0.00	9,472.42
Total liabilities and net assets	<u>734,562.17</u>	<u>1,932.88</u>	<u>736,495.05</u>

Nerstrand Charter School #4055

Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1647		EMC INSURANCE COMPANIES		4055	USB	16978	
			E 01	005	940 000 340	FY25 insur	Check
							\$13,592.76
	PO#:	Voucher #:	8585	Invoice	Invoice No: 7002059771	7/22/2024	
							Paid Amt: \$13,592.76
							Check Amount: \$13,592.76
							Vendor Total: \$13,592.76
1755		EVERGREEN THERAPY SOLUTIONS, LLC		4055	USB	16979	
			E 01	010 401 000 740 394	FY24 compensatory svc Whitney Docken ff5037		Check
							\$1,806.25
	PO#:	Voucher #:	8583	Invoice	Invoice No: 1379	7/22/2024	
							Paid Amt: \$1,806.25
							Check Amount: \$1,806.25
							Vendor Total: \$1,806.25
1351		FLOM DISPOSAL SERVICE		4055	USB	16963	
			E 01	005 810 000 000 330	June		Check
							\$306.45
	PO#:	Voucher #:	8562	Invoice	Invoice No: 3964	6/18/2024	
							Paid Amt: \$306.45
							Check Amount: \$306.45
							Vendor Total: \$306.45
1036		GOODHUE CO EDUCATION DIST 6051		4055	USB	16987	
			E 01	010 405 000 740 396	J Wigginn FY24		Check
							\$7,899.12
			E 01	010 405 000 740 397	J Wigginn FY24		\$1,655.74
			E 01	010 405 000 740 366	J Wigginn FY24		\$1,158.74
	PO#:	Voucher #:	8593	Invoice	Invoice No: 4349	7/25/2024	
							Paid Amt: \$10,713.60
							Check Amount: \$10,713.60
							Vendor Total: \$10,713.60
1133		INDEPENDENT SCHOOL DIST # 656		4055	USB	16964	
			E 01	005 850 000 348 335	May Rent		Check
							\$13,687.50
			E 01	005 810 000 000 391	May custodial		\$6,199.16
			E 01	005 630 000 000 305	May Tech		\$53.30
	PO#:	Voucher #:	8565	Invoice	Invoice No: 42644	6/18/2024	
							Paid Amt: \$19,939.96
							Check Amount: \$19,939.96
							Vendor Total: \$19,939.96

Nerstrand Charter School #4055 Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type	
1133		INDEPENDENT SCHOOL DIST # 656						
		4055		USB	16976			
			E 01	005	850 000 348 335	June Rent	Check	
			E 01	005	810 000 391	June Custodial	\$13,687.50	
			E 01	005	630 000 305	June Tech	\$6,114.44	
							\$8.89	
PO#:		Voucher #:	8580	Invoice	Invoice No: 42719	7/8/2024	Paid Amt: \$19,810.83 Check Amount: \$19,810.83	
		4055	USB	16981			Check	
			E 01	010	620 000 343 405	Follett Library Sftwr	\$1,212.49	
PO#:		Voucher #:	8590	Invoice	Invoice No: FOLLETT PO 45415	7/22/2024	Paid Amt: \$1,212.49 Check Amount: \$1,212.49 Vendor Total: \$40,963.28	
1722		INDIGO EDUCATION						
		4055	USB	16982			Check	
			E 01	010	420 000 419 303	FY25 Deana Siekman Q1	\$5,000.00	
PO#:		Voucher #:	8584	Invoice	Invoice No: 20864	7/22/2024	Paid Amt: \$5,000.00 Check Amount: \$5,000.00 Vendor Total: \$5,000.00	
1719		MACPHAIL						
		4055	USB	16988			Check	
			E 01	010	258 000 000 394	Rachel Hickman	\$5,136.00	
PO#:		Voucher #:	8592	Invoice	Invoice No: 0013717-IN	7/25/2024	Paid Amt: \$5,136.00 Check Amount: \$5,136.00 Vendor Total: \$5,136.00	
1748		MANDY BEUCLER						
		4055	USB	16983			Check	
			E 01	010	203 000 000 305	7/11/24	\$100.00	
PO#:		Voucher #:	8587	Invoice	Invoice No: 20240715	7/22/2024	Paid Amt: \$100.00 Check Amount: \$100.00 Vendor Total: \$100.00	
1673		METRONET INC						
		4055	USB	16965			Check	
			E 01	005	110 000 000 320	Phone	\$239.00	
			E 01	005	110 000 000 305	fee	\$10.00	
PO#:		Voucher #:	8568	Invoice	Invoice No: 1677211	6/18/2024	Paid Amt: \$249.00 Check Amount: \$249.00	
		4055	USB	16974			Check	
			E 01	005	110 000 000 320	Phone	\$222.20	
PO#:		Voucher #:	8576	Invoice	Invoice No: 1705956	7/8/2024	Paid Amt: \$222.20	

Nerstrand Charter School #4055 Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1673		METRONET INC	4055	USB	16974		
				E 01 005 110 000 000 320	July		
	PO#:	Voucher #:		8577 Invoice	Invoice No: 1677211	7/8/2024	
							\$239.00
							Paid Amt: \$239.00
							Check Amount: \$461.20
							Vendor Total: \$710.20
1445		MSBA	4055	USB	16966		
				B 01 131 000	FY25 Policy		
				B 01 131 000	FY25 Membership		
	PO#:	Voucher #:		8564 Invoice	Invoice No: INV10365D6D4M5	6/18/2024	
							\$750.00
							\$1,975.00
							Paid Amt: \$2,725.00
							Check Amount: \$2,725.00
							Vendor Total: \$2,725.00
1734		NERSTRAND PTO	4055	USB	16986		
				R 01 000 000 017 000 620	starting cash		
				R 01 000 000 017 000 620	PTO 50% Net Income		
	PO#:	Voucher #:		8591 Invoice	Invoice No: 20240722	7/23/2024	
							\$1,250.00
							\$18,120.26
							Paid Amt: \$19,370.26
							Check Amount: \$19,370.26
							Vendor Total: \$19,370.26
1492		ON THE MOVE - THERAPY SERVICES	4055	USB	16967		
				E 01 010 420 000 740 394	5/21-29 OT		
	PO#:	Voucher #:		8561 Invoice	Invoice No: 2705	6/18/2024	
							\$1,092.00
							Paid Amt: \$1,092.00
							Check Amount: \$1,092.00
							Vendor Total: \$2,184.00
1754		PARKSIDE GENERAL STORE	4055	USB	16968		
				R 01 000 000 017 000 619	NNO ice		
	PO#:	Voucher #:		8569 Invoice	Invoice No: 20240518	6/18/2024	
							\$54.89
							Paid Amt: \$54.89
							Check Amount: \$54.89
							Vendor Total: \$54.89

Nerstrand Charter School #4055
Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1005		REGION V COMPUTER SERVICES					
	4055	USB			16985		
		E 01 005 110 000 000 820					Check
							\$825.00
PO#:		Voucher #: 8586	Invoice	Invoice No: 16843		7/22/2024	
							Paid Amt: \$825.00
							Check Amount: \$825.00
							Vendor Total: \$825.00
1703		TRACI LAFERRIERE					
	4055	USB			16975		
		E 01 005 110 000 000 305					Check
							\$4,500.00
PO#:		Voucher #: 8579	Invoice	Invoice No: 20240702		7/18/2024	
							Paid Amt: \$4,500.00
							Check Amount: \$4,500.00
							Vendor Total: \$4,500.00
1727		UPTICK EDUCATION LLC					
	4055	USB			16969		
		E 01 010 420 000 740 394					Check
							\$1,830.00
PO#:		Voucher #: 8567	Invoice	Invoice No: 1300		6/18/2024	
							Paid Amt: \$1,830.00
							Check Amount: \$1,830.00
							Vendor Total: \$1,830.00
1004		US POSTAL SERVICE					
	4055	USB			16970		
		E 01 005 110 000 000 329					Check
							\$100.00
PO#:		Voucher #: 8563	Invoice	Invoice No: BOX 156		6/18/2024	
							Paid Amt: \$100.00
							Check Amount: \$100.00
							Vendor Total: \$100.00
							Report Total: \$114,691.85

Nerstrand Charter School #4055
Reconciliation Worksheet Report
07/31/2024

Audit No	Statement Date	Co	Bank Code	Bank Name/Description
1306	07/31/2024	4055	LCCB	Lake Country Community Bank Lake Country Community Bank

Worksheet has been Finalized

Statement Amount	103,265.30
Deposits in Transit	0.00
<u>Outstanding Payments</u>	
Checks	0.00
Wires	0.00
SHR - Payments	0.00
SHR - Third Party	0.00
Cash	0.00
ACH	0.00
<u>Adjustment Amount</u>	<u>0.00</u>
Amount Per Bank	103,265.30
GL Account Balance	<u>103,265.30</u>
Difference	0.00

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty
4055	B	01	101	003				F

Adjustments
 00/00/0000

Nerstrand Charter School #4055
Reconciliation Worksheet Report
07/31/2024

Audit No	Statement Date	Co	Bank Code	Bank Name/Description
1307	07/31/2024	4055	USB	US BANK CHECKING ACCOUNT

Worksheet has been Finalized

Statement Amount	504,568.59
Deposits in Transit	0.00
<u>Outstanding Payments</u>	
Checks	31,275.86
Wires	0.00
SHR - Payments	0.00
SHR - Third Party	0.00
Cash	0.00
ACH	0.00
Adjustment Amount	<input type="text" value="0.00"/>
Amount Per Bank	473,292.73
GL Account Balance	<u>473,292.73</u>
Difference	0.00

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty
4055	B	01	101	000				F

Adjustments
00/00/0000

Nerstrand Charter School #4055
Reconciliation Worksheet Report
06/30/2024

Audit No	Statement Date	Co	Bank Code	Bank Name/Description
1304	06/30/2024	4055	USB	US BANK CHECKING ACCOUNT

Worksheet has been Finalized

Statement Amount	518,020.57
Deposits in Transit	0.00
<u>Outstanding Payments</u>	
Checks	2,725.00
Wires	0.00
SHR - Payments	0.00
SHR - Third Party	0.00
Cash	0.00
ACH	0.00
<u>Adjustment Amount</u>	<u>0.00</u>
Amount Per Bank	515,295.57
GL Account Balance	<u>515,295.57</u>
Difference	0.00

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty
4055	B	01	101	000				F

Adjustments
00/00/0000

Nerstrand Charter School #4055
Reconciliation Worksheet Report
06/30/2024

Audit No	Statement Date	Co	Bank Code	Bank Name/Description
1305	06/30/2024	4055	LCCB	Lake Country Community Bank Lake Country Community Bank

Worksheet has been Finalized

Statement Amount	104,148.76
Deposits in Transit	0.00
<u>Outstanding Payments</u>	
Checks	0.00
Wires	0.00
SHR - Payments	0.00
SHR - Third Party	0.00
Cash	0.00
ACH	0.00
Adjustment Amount	<input type="text" value="0.00"/>
Amount Per Bank	104,148.76
GL Account Balance	<u>104,148.76</u>
Difference	0.00

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty
4055	B	01	101	003				F

Adjustments
00/00/0000

Nerstrand Charter School #4055 Outstanding Payments by Payment Date

Bank: USB
Acct#: 152100023570

6/30/2024

Co	Pmt No	Pmt Type	Grp Code	Vendor	Pmt Date	Check No	Amount
4055	8504	Check	1 1445	MSBA	06/18/2024	16966	2,725.00
						Bank	
						Total	<u>2,725.00</u>
						Total	<u>\$2,725.00</u>

Nerstrand Charter School #4055 Outstanding Payments by Payment Date

Bank: USB
Acct#: 152100023570

7/31/2024

Co	Pmt No	Pmt Type	Grp Code	Vendor	Pmt Date	Check No	Amount
4055	8528	Check	1 1748	MANDY BEUCLER	07/22/2024	16983	100.00
	8525	Check	1 1492	ON THE MOVE - THERAPY SERVI	07/22/2024	16984	1,092.00
	8530	Check	1 1734	NERSTRAND PTO	07/23/2024	16986	19,370.26
	8531	Check	1 1036	GOODHUE CO EDUCATION DIST	07/25/2024	16987	10,713.60
				Bank		Total	31,275.86
						Total	\$31,275.86

Nerstrand Charter School #4055 Journal Entry Listing

JE Cd	Period	Date	St Src	Ref	Description	Detail Desc	L	Fd	Org	Pro	Crs	Fin	O/S	Account Description	Debit Amount	Credit Amount
4308	202412	06/03/2024	P	JE	June EtEdVisions June EFT	EdVisions (Fd1)	B	01	101	000				USB Cash	0.00	89,891.80
						EdVisions (Fd4)	B	04	101	000				USB Cash	0.00	631.90
						Musolf, Nicole	E	01	005	050	000	000	305	EdVisions School Administr	8,592.79	0.00
						EdVisions Pysl Srvice Fee	E	01	005	105	000	000	305	Consult Fees (EdVisions)	1,774.97	0.00
						Shroyer, Paula	E	01	010	201	000	000	394	EdVisions Kinder Staff	7,832.44	0.00
						Harris, Amy	E	01	010	203	000	000	394	EdVisions General Staff	55.57	0.00
						Huber, Margaret-GenEd Para	E	01	010	203	000	000	394	EdVisions General Staff	2,498.39	0.00
						Johson, Sarah	E	01	010	203	000	000	394	EdVisions General Staff	5,468.29	0.00
						McCorkell, Kate	E	01	010	203	000	000	394	EdVisions General Staff	743.20	0.00
						McCorkell, Kate	E	01	010	203	000	000	394	EdVisions General Staff	0.00	0.00
						McGregor, Kelly	E	01	010	203	000	000	394	EdVisions General Staff	5,542.21	0.00
						Peterson, Andrea	E	01	010	203	000	000	394	EdVisions General Staff	7,014.22	0.00
						Vondrasek, T	E	01	010	203	000	000	394	EdVisions General Staff	8,229.75	0.00
						Bonde, Carmen-PhysEd Tch	E	01	010	240	000	000	394	EdVisions PhysEd Staff	3,929.85	0.00
						Bonde, Linda-PE Sub	E	01	010	240	000	000	394	EdVisions PhysEd Staff	0.00	0.00
						McBride, Philip	E	01	010	407	000	740	396	EdVisions Sp Ed Sal Pur F	4,153.00	0.00
						McBride, Philip	E	01	010	407	000	740	397	EdVisions Sp Ed Ben Pur F	783.52	0.00
						McBride, Philip-ESY	E	01	010	407	013	740	396	Sp Ed Sal Pur F Other D	0.00	0.00
						McBride, Philip-ESY	E	01	010	407	013	740	397	Sp Ed Ben Pur F Other D	0.00	0.00
						Schaefer, Nicole	E	01	010	411	000	740	396	EdVisions Sp Ed Sal Pur F	4,729.92	0.00
						Schaefer, Nicole	E	01	010	411	000	740	397	Sp Ed Ben Pur F Other D	1,524.41	0.00
						Ades, Hudson-Sped Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Bonde, Carmen-Sped Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	522.99	0.00
						Bonde, Riann-Sped Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	120.38	0.00
						Flom, Sara-Sped Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	2,853.54	0.00
						Harris, Amy-Sped Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	2,478.52	0.00
						Houghten-Eitzman, Laura	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Huber, Margaret-GenEd Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	1,569.17	0.00
						McCorkell, Kate	E	01	010	420	000	740	396	EdVisions SpEd Staff	1,927.67	0.00
						Meyer, S	E	01	010	420	000	740	396	EdVisions SpEd Staff	92.60	0.00
						Pepin Julie	E	01	010	420	000	740	396	EdVisions SpEd Staff	481.52	0.00
						Reuvers, Suzanne	E	01	010	420	000	740	396	EdVisions SpEd Staff	2,390.00	0.00
						Schweisthal	E	01	010	420	000	740	396	EdVisions SpEd Staff	125.01	0.00
						Turi Carrie	E	01	010	420	000	740	396	EdVisions SpEd Staff	222.24	0.00
						Waddell, Cara-Sped Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	1,411.32	0.00
						Ades, Hudson-Sped Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
						Bonde, Carmen-Sped Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	235.37	0.00
						Bonde, Riann-Sped Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	12.15	0.00

Nerstrand Charter School #4055 Journal Entry Listing

JE Cd	Period	Date	St	Src	Ref	Description	L	Fd	Org	Pro	Crs	Fin	O/S	Account Description	Debit Amount	Credit Amount
4308	202412	06/03/2024	P	JE	June E	EdVisions June EFT	E	01	010	420	000	740	397	EdVisions SpEd Benefits	3,034.84	0.00
							E	01	010	420	000	740	397	EdVisions SpEd Benefits	275.92	0.00
							E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
							E	01	010	420	000	740	397	EdVisions SpEd Benefits	1,567.16	0.00
							E	01	010	420	000	740	397	EdVisions SpEd Benefits	214.61	0.00
							E	01	010	420	000	740	397	EdVisions SpEd Benefits	9.33	0.00
							E	01	010	420	000	740	397	EdVisions SpEd Benefits	48.57	0.00
							E	01	010	420	000	740	397	EdVisions SpEd Benefits	269.49	0.00
							E	01	010	420	000	740	397	EdVisions SpEd Benefits	12.61	0.00
							E	01	010	420	000	740	397	EdVisions SpEd Benefits	22.41	0.00
							E	01	010	420	000	740	397	EdVisions SpEd Benefits	134.02	0.00
							E	01	010	422	000	425	303	CEIS para	0.00	0.00
							E	01	010	605	000	000	394	EdVisions InstructionalSupp	4,400.99	0.00
							E	01	010	620	000	343	396	Library Salary	2,362.50	0.00
							E	01	010	620	000	343	397	Library Benefits	224.34	0.00
							E	04	005	570	000	000	394	EdVisions Regal Eagle Staff	0.00	0.00
							E	04	005	570	000	000	394	EdVisions Regal Eagle Staff	631.90	0.00
														\$90,523.70	\$90,523.70	
4317	202413	06/30/2024	P	JE	July Ed	EdVisions July EFT	B	01	201	000				Salaries Payable	0.00	66,477.21
							B	04	101	000				USB Cash	0.00	0.00
							E	01	005	050	000	000	305	EdVisions School Administr	8,508.82	0.00
							E	01	005	105	000	000	305	Consult Fees (EdVisions)	1,303.47	0.00
							E	01	010	201	000	000	394	EdVisions Kinder Staff	7,809.21	0.00
							E	01	010	203	000	000	394	EdVisions General Staff	0.00	0.00
							E	01	010	203	000	000	394	EdVisions General Staff	0.00	0.00
							E	01	010	203	000	000	394	EdVisions General Staff	5,460.59	0.00
							E	01	010	203	000	000	394	EdVisions General Staff	0.00	0.00
							E	01	010	203	000	000	394	EdVisions General Staff	0.00	0.00
							E	01	010	203	000	000	394	EdVisions General Staff	5,511.27	0.00
							E	01	010	203	000	000	394	EdVisions General Staff	7,163.90	0.00
							E	01	010	203	000	000	394	EdVisions General Staff	8,217.55	0.00
							E	01	010	240	000	000	394	EdVisions PhysEd Staff	4,073.51	0.00
							E	01	010	240	000	000	394	EdVisions PhysEd Staff	0.00	0.00
							E	01	010	407	000	740	396	EdVisions Sp Ed Sal Pur F	4,153.00	0.00
							E	01	010	407	000	740	397	EdVisions Sp Ed Ben Pur F	755.94	0.00
							E	01	010	407	013	740	396	Sp Ed Sal Pur F Other D	0.00	0.00
							E	01	010	407	013	740	397	Sp Ed Ben Pur F Other D	0.00	0.00
							E	01	010	411	000	740	396	EdVisions Sp Ed Sal Pur F	4,729.92	0.00

Nerstrand Charter School #4055 Journal Entry Listing

JE Cd	Period	Date	St Src	Ref	Description	Detail Desc	L	Fd	Org	Pro	Cr	S	Fin	O/S	Account Description	Debit Amount	Credit Amount
4317	202413	06/30/2024	P	JE	July Ed	EdVisions July EFT	E	01	010	411	000	397	740	397	Sp Ed Ben Pur F Other D	1,520.92	0.00
						Schaefer, Nicole	E	01	010	420	000	396	740	396	EdVisions SpEd Staff	0.00	0.00
						Ades, Hudson-Sped Para	E	01	010	420	000	396	740	396	EdVisions SpEd Staff	0.00	0.00
						Bonde, Carmen-Sped Para	E	01	010	420	000	396	740	396	EdVisions SpEd Staff	0.00	0.00
						Bonde, Riann-Sped Para	E	01	010	420	000	396	740	396	EdVisions SpEd Staff	0.00	0.00
						Flom, Sara-Sped Para	E	01	010	420	000	396	740	396	EdVisions SpEd Staff	0.00	0.00
						Harris, Amy-Sped Para	E	01	010	420	000	396	740	396	EdVisions SpEd Staff	0.00	0.00
						Houghten-Eitzman, Laura	E	01	010	420	000	396	740	396	EdVisions SpEd Staff	0.00	0.00
						Huber, Margaret-GenEd Para	E	01	010	420	000	396	740	396	EdVisions SpEd Staff	0.00	0.00
						McCorkell, Kate	E	01	010	420	000	396	740	396	EdVisions SpEd Staff	0.00	0.00
						Meyer, S	E	01	010	420	000	396	740	396	EdVisions SpEd Staff	0.00	0.00
						Pepin Julie	E	01	010	420	000	396	740	396	EdVisions SpEd Staff	0.00	0.00
						Reuvers, Suzanne	E	01	010	420	000	396	740	396	EdVisions SpEd Staff	0.00	0.00
						Schweisthal	E	01	010	420	000	396	740	396	EdVisions SpEd Staff	0.00	0.00
						Turi Carrie	E	01	010	420	000	396	740	396	EdVisions SpEd Staff	0.00	0.00
						Waddell, Cara-Sped Para	E	01	010	420	000	396	740	396	EdVisions SpEd Staff	0.00	0.00
						Ades, Hudson-Sped Para	E	01	010	420	000	396	740	396	EdVisions SpEd Staff	0.00	0.00
						Bonde, Carmen-Sped Para	E	01	010	420	000	397	740	397	EdVisions SpEd Benefits	0.00	0.00
						Bonde, Riann-Sped Para	E	01	010	420	000	397	740	397	EdVisions SpEd Benefits	0.00	0.00
						Bonde, Sara-Sped Para	E	01	010	420	000	397	740	397	EdVisions SpEd Benefits	0.00	0.00
						Flom, Sara-Sped Para	E	01	010	420	000	397	740	397	EdVisions SpEd Benefits	0.00	0.00
						Harris, Amy-Sped Para	E	01	010	420	000	397	740	397	EdVisions SpEd Benefits	0.00	0.00
						Houghten-Eitzman, Laura	E	01	010	420	000	397	740	397	EdVisions SpEd Benefits	0.00	0.00
						Huber, Margaret-GenEd Para	E	01	010	420	000	397	740	397	EdVisions SpEd Benefits	0.00	0.00
						McCorkell, Kate	E	01	010	420	000	397	740	397	EdVisions SpEd Benefits	0.00	0.00
						Meyer, S	E	01	010	420	000	397	740	397	EdVisions SpEd Benefits	0.00	0.00
						Pepin Julie	E	01	010	420	000	397	740	397	EdVisions SpEd Benefits	0.00	0.00
						Reuvers, Suzanne	E	01	010	420	000	397	740	397	EdVisions SpEd Benefits	0.00	0.00
						Schweisthal	E	01	010	420	000	397	740	397	EdVisions SpEd Benefits	0.00	0.00
						Turi Carrie	E	01	010	420	000	397	740	397	EdVisions SpEd Benefits	0.00	0.00
						Waddell, Cara-Sped Para	E	01	010	420	000	397	740	397	EdVisions SpEd Benefits	0.00	0.00
						McCorkell, Kate	E	01	010	422	000	303	425	303	CEIS para	0.00	0.00
						Jans, Dana	E	01	010	605	000	394	000	394	EdVisions InstructionalSupp	4,397.88	0.00
						Waddell, Cara-Media Para	E	01	010	620	000	343	343	396	Library Salary	2,637.50	0.00
						Waddell, Cara - Media Para	E	01	010	620	000	343	343	397	Library Benefits	233.73	0.00
						Gilmore, Greta-Regal Eagle Staff	E	04	005	570	000	394	000	394	EdVisions Regal Eagle Staff	0.00	0.00
						Turi, Carrie	E	04	005	570	000	394	000	394	EdVisions Regal Eagle Staff	0.00	0.00
						EdVisions (Fd1)	B	01	201	000					Salaries Payable	0.00	0.00
						EdVisions (Fd4)	B	04	101	000					USB Cash	0.00	0.00
4320	202413	06/30/2024	P	JE	Aug Ed	EdVisions Aug EFT										\$66,477.21	\$66,477.21
																0.00	63,548.56

Nerstrand Charter School #4055 Journal Entry Listing

JE Cd	Period	Date	St Src	Ref	Description	Detail Desc	L	Fd	Org	Pro	Crs	Fin	O/S	Account Description	Debit Amount	Credit Amount
4320	202413	06/30/2024	P	JE	Aug Ed	EdVisions Aug EFT	E	01	005	050	000	000	305	EdVisions School Administr	8,508.82	0.00
						EdVisions Pysl Svrce Fee	E	01	005	105	000	000	305	Consult Fees (EdVisions)	1,246.05	0.00
						Shroyer, Paula	E	01	010	201	000	000	394	EdVisions Kinder Staff	7,809.21	0.00
						Harris, Amy	E	01	010	203	000	000	394	EdVisions General Staff	0.00	0.00
						Huber, Margaret-GenEd Para	E	01	010	203	000	000	394	EdVisions General Staff	0.00	0.00
						Johson, Sarah	E	01	010	203	000	000	394	EdVisions General Staff	5,460.59	0.00
						McCorkell, Kate	E	01	010	203	000	000	394	EdVisions General Staff	0.00	0.00
						McCorkell, Kate	E	01	010	203	000	000	394	EdVisions General Staff	0.00	0.00
						McGregor, Kelly	E	01	010	203	000	000	394	EdVisions General Staff	5,511.27	0.00
						Peterson, Andrea	E	01	010	203	000	000	394	EdVisions General Staff	7,163.90	0.00
						Vondrasek, T	E	01	010	203	000	000	394	EdVisions General Staff	8,217.55	0.00
						Bonde, Carmen-PhysEd Tchrr	E	01	010	240	000	000	394	EdVisions PhysEd Staff	4,073.51	0.00
						Bonde, Linda-PE Sub	E	01	010	240	000	000	394	EdVisions PhysEd Staff	0.00	0.00
						McBride, Philip	E	01	010	407	000	740	396	EdVisions Sp Ed Sal Pur F (4,153.00	0.00
						McBride, Philip	E	01	010	407	000	740	397	EdVisions Sp Ed Ben Pur F	755.94	0.00
						McBride, Philip-ESY	E	01	010	407	013	740	396	Sp Ed Sal Pur F Other D	0.00	0.00
						McBride, Philip-ESY	E	01	010	407	013	740	397	Sp Ed Ben Pur F Other D	0.00	0.00
						Schaefer, Nicole	E	01	010	411	000	740	396	EdVisions Sp Ed Sal Pur F (4,729.92	0.00
						Schaefer, Nicole	E	01	010	411	000	740	397	Sp Ed Ben Pur F Other D	1,520.92	0.00
						Ades, Hudson-Sped Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Bonde, Carmen-SpEd Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Bonde, Riann-Sped Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Flom, Sara-SpEd Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Harris, Amy-SpEd Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Houghten-Eitzman, Laura	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Huber, Margaret-GenEd Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						McCorkell, Kate	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Meyer, S	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Pepin Julie	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Reuvers, Suzanne	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Schweisthal	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Turi Carrie	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Waddell, Cara-Sped Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Ades, Hudson-Sped Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
						Bonde, Carmen-SpEd Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
						Bonde, Riann-Sped Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
						Flom, Sara-SpEd Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
						Harris, Amy-SpEd Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00

Nerstrand Charter School #4055 Journal Entry Listing

JE Cd	Period	Date	St	Src	Ref	Description	Detail Desc	L	Fd	Org	Pro	Crs	Fin	O/S	Account Description	Debit Amount	Credit Amount
4320	202413	06/30/2024	P	JE	Aug	EdVisions Aug EFT	Houghten-Eitzman, Laura	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
							Huber, Margaret-GenEd Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
							McCorkell, Kate	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
							Meyer, S	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
							Pepin Julie	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
							Reuvers, Suzanne	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
							Schweisthal	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
							Turi Carrie	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
							Waddell, Cara-Sped Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
							McCorkell, Kate	E	01	010	422	000	425	303	CEIS para	0.00	0.00
							Jans, Dana	E	01	010	605	000	000	394	EdVisions InstructionalSupp	4,397.88	0.00
							Waddell, Cara-Media Para	E	01	010	620	000	343	396	Library Salary	0.00	0.00
							Waddell, Cara - Media Para	E	01	010	620	000	343	397	Library Benefits	0.00	0.00
							Gilmore, Greta-Regal Eagle Suit	E	04	005	570	000	000	394	EdVisions Regal Eagle Staff	0.00	0.00
							Turi, Carrie	E	04	005	570	000	000	394	EdVisions Regal Eagle Staff	0.00	0.00
							July Payroll	B	01	201	000				Salaries Payable	\$63,548.56	\$63,548.56
4321	202413	06/30/2024	P	JE	AP	EdVisions	Aug Payroll	B	01	201	000				Salaries Payable	66,477.21	0.00
							July Payroll	B	01	206	000				Other Accts Payable	0.00	66,477.21
							Aug Payroll	B	01	206	000				Other Accts Payable	0.00	63,548.56
																\$130,025.77	\$130,025.77
4322	202501	07/18/2024	P	JE	July Pa	July Payroll		B	01	101	000				USB Cash	0.00	66,477.21
								B	01	206	000				Other Accts Payable	66,477.21	0.00
																\$66,477.21	\$66,477.21
4325	202413	06/30/2024	P	JE	IDEAS	IDEAS adj	1/30 adj FY23 Gen Ed	B	01	121	000				Due Fm Mn Children	6.88	0.00
							11/30 adj FY23 Gen Ed	B	01	121	000				Due Fm Mn Children	5.89	0.00
							2/15 adj FY23 Gen Ed	B	01	121	000				Due Fm Mn Children	25.53	0.00
							3/15 IDEAS adj	R	01	000	000	000	211		General Education Aid	0.00	155.35
							1/30 IDEAS adj	R	01	000	000	000	211		General Education Aid	0.00	6.88
							3/15 IDEAS adj	R	01	000	000	000	317		Facility Maintenance Revenu	155.35	0.00
							11/30 IDEAS adj	R	01	000	000	000	360		State Special Education Aid	0.00	5.89
							2/15 IDEAS adj	R	01	000	000	000	740	360	State Special Education Aid	0.00	25.53
																\$193.65	\$193.65
4331	202413	06/30/2024	P	JE	Payable	Payable to Dist f/AP	ISD 656 v8580	B	01	206	000				Other Accts Payable	19,810.83	0.00
							ISD 656 v8580	B	01	210	000				Due To Other Mn Dist	0.00	19,810.83
																\$19,810.83	\$19,810.83
4332	202413	06/30/2024	P	JE	AR	Accnts Rcv	AR	B	04	115	000				Accounts Receivable	1,256.50	0.00

Nerstrand Charter School #4055 Journal Entry Listing

JE Cd	Period	Date	St	Src	Ref	Description	L	Fd	Org	Pro	Cr	Fin	O/S	Account Description	Debit Amount	Credit Amount
4332	202413	06/30/2024	P	JE	AR	Accts Rcv	B	04	230	000	000	000		Deferred Revenue	0.00	1.50
						Peterson RE	R	04	000	000	000	050		Fees From Patrons	0.00	865.50
						Bossman RE	R	04	000	000	000	050		Fees From Patrons	0.00	33.00
						Bonde Jones RE	R	04	000	000	000	050		Fees From Patrons	0.00	121.00
						Bonde Jones RE	R	04	000	000	000	050		Fees From Patrons	0.00	99.00
						Bossman RE	R	04	000	000	000	050		Fees From Patrons	0.00	44.00
						Sitaita-Choban RE	R	04	000	000	000	050		Fees From Patrons	0.00	94.00
						Kelimeyer RE	R	04	000	000	000	050		Fees From Patrons	1.50	0.00
															\$1,258.00	\$1,258.00
4336	202413	06/30/2024	P	JE		state re state receivable	B	01	121	000	000	000		Due Fm Mn Children	17,291.86	0.00
							B	01	121	000	000	000		Due Fm Mn Children	92,748.67	0.00
							R	01	000	000	000	211		General Education Aid	526.42	0.00
							R	01	000	000	000	211		General Education Aid	0.00	41,750.66
							R	01	000	000	000	212		State Literacy Aid	0.00	957.17
							R	01	000	000	000	317		Facility Maintenance Revent	0.00	880.02
							R	01	000	000	000	369		Misc State Revenue	3,191.31	0.00
							R	01	000	000	000	343		Library Aid	0.00	2,000.00
							R	01	000	000	000	348		Building Lease Aid	0.00	10,709.10
							R	01	000	000	000	373		Student Support Aid	0.00	2,000.00
							R	01	000	000	000	740		State Special Education Aid	0.00	17,818.28
							R	01	000	000	000	740		State Special Education Aid	0.00	37,643.03
															\$113,758.26	\$113,758.26
4337	202413	06/30/2024	P	JE		federal federal receivable	B	01	122	000	000	000		Due Fm Fed.-Mdcfl	13,012.99	0.00
							R	01	000	000	000	419		Spec Ed Fed Flow Thru	0.00	3,791.05
							R	01	000	000	000	425		Federal Aids & Grant	0.00	10.82
							R	01	000	000	011	419		Federal Aids & Grant	0.00	9,211.12
															\$13,012.99	\$13,012.99
4339	202413	06/30/2024	P	JE		recorde recode src212 Literacy Aid	R	01	000	000	000	212		State Literacy Aid	9,571.70	0.00
							R	01	000	000	000	312		Literacy Incentive Aid	0.00	9,571.70
															\$9,571.70	\$9,571.70
4342	202413	06/30/2024	P	JE		nonspe nonspendable	B	01	422	000	000	000		Unassigned Fund Balance	9,137.56	0.00
							B	01	460	000	000	000		Nonspendable Fund Balance	0.00	9,137.56
															\$9,137.56	\$9,137.56
4343	202413	06/30/2024	P	JE		B-01-11B01-115-001 adj	B	01	115	001	000	000		Payroll Data (Ed Visions)	0.00	0.13
							R	01	000	000	000	099		Misc Local Revenue	0.13	0.00
															\$0.13	\$0.13
4347	202413	06/30/2024	P	JE		due to districts f/AP	B	01	206	000	000	000		Other Accts Payable	10,713.60	0.00

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Journal Entry Listing

JE Cd	Period	Date	St	Src	Ref	Description	Detail Desc	L	Fd	Org	Pro	Crs	Fin	O/S	Account Description	Debit Amount	Credit Amount
4347	202413	06/30/2024	P	JE		due to cdue to districts f/AP	Goodhue	B	01	210	000				Due To Other Mn Dist	0.00	10,713.60
																\$10,713.60	\$10,713.60
4359	202413	06/30/2024	P	JE		bal 412 balance 412		B	01	412	000				Reserved Literacy Incentive	9,571.70	0.00
								B	01	422	000				Unassigned Fund Balance	0.00	9,571.70
																\$9,571.70	\$9,571.70

Nerstrand Charter School #4055
 Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1901	4055	USB														
IDEAS			1925	Credit	A	06/20/24		Wire	1	MDE						
							4055	R	01	000	000	740	360		8,286.39	0.00
							4055	R	01	000	000	348	300		39,830.87	0.00
															\$48,117.26	\$0.00
															\$48,117.26	\$0.00
1902	4055	USB														
IDEAS			1926	Credit	A	06/30/24		Wire	1	MDE						
							4055	R	01	000	000	348	300		31,059.43	0.00
							4055	R	01	000	000	343	300		8,939.14	0.00
							4055	R	01	000	000	373	300		12,208.95	0.00
							4055	R	01	000	000	000	317		0.03	0.00
															\$52,207.55	\$0.00
															\$52,207.55	\$0.00
1903	4055	USB														
Interest			1927	Credit	A	06/30/24		Wire	1	M					1,529.31	0.00
							4055	R	01	000	000	000	092		\$1,529.31	\$0.00
															\$1,529.31	\$0.00
1904	4055	USB														
Interest			1928	Credit	A	06/30/24		Wire	1	M					524.06	0.00
							4055	R	01	000	000	000	092		\$524.06	\$0.00
															\$524.06	\$0.00
1905	4055	LCCB														
RE & NNO			1929	Credit	A	06/10/24		Check	1	M					33.00	0.00
							4055	R	04	000	000	000	050		41.00	0.00
							4055	R	04	000	000	000	050		285.00	0.00
							4055	R	01	000	000	017	000	620	\$359.00	\$0.00
															\$359.00	\$0.00

Nerstrand Charter School #4055

Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Check	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1906	4055	LCCB		Credit	A	06/24/24			Check	1	M						
							4055	R 01	000	000	096	PTO Reimburse			81.50		0.00
							4055	R 04	000	000	050	RE Bonde			231.00		0.00
							4055	R 04	000	000	050	RE Kieimeyer			572.00		0.00
							4055	R 04	000	000	050	RE Wagner			93.50		0.00
							4055	R 04	000	000	050	RE Richardson			82.50		0.00
							4055	R 04	000	000	050	RE Localio			49.50		0.00
															\$1,110.00		\$0.00
															\$1,110.00		\$0.00
1907	4055	LCCB		Credit	A	07/08/24			Check	1	M						
							4055	R 04	000	000	050	FY24 RE Bonde Jones			121.00		0.00
							4055	R 04	000	000	050	FY24 RE Siltala Choban			94.00		0.00
							4055	R 04	000	000	050	FY24 RE Bossman			44.00		0.00
															\$259.00		\$0.00
															\$259.00		\$0.00
1908	4055	LCCB		Credit	A	07/22/24			Check	1	M						
							4055	R 04	000	000	050	FY24 RE Bonde Jones			99.00		0.00
															\$99.00		\$0.00
															\$99.00		\$0.00
1909	4055	USB		Credit	A	07/15/24			Wire	1	MDE						
							4055	R 01	000	000	211	General Education Aid			48,478.99		0.00
															\$48,478.99		\$0.00
															\$48,478.99		\$0.00
1910	4055	USB		Credit	A	07/31/24			Wire	1	MDE						
							4055	R 01	000	000	211	General Education Aid			58,706.34		0.00
							4055	B 01	122	000	FY24 Fin 425			10.82		0.00	
															\$58,717.16		\$0.00
															\$58,717.16		\$0.00

Nerstrand Charter School #4055

Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1911	4055	USB		Credit	A	07/31/24		Wire	1	Miscellaneous						
interest			1935				4055	000	000	Interest Earnings				1,763.18		0.00
														Receipt Total:	\$1,763.18	\$0.00
														Deposit Total:	\$1,763.18	\$0.00
1912	4055	USB		Credit	A	07/31/24		Wire	1	Miscellaneous						
interest			1936				4055	000	000	Interest Earnings				350.65		0.00
														Receipt Total:	\$350.65	\$0.00
														Deposit Total:	\$350.65	\$0.00
1913	4055	USB		Credit	A	07/17/24		Wire	1	MDE						
MA			1937				4055	000	372	Med Assist Fr Dept of HS				1,681.41		0.00
														Receipt Total:	\$1,681.41	\$0.00
														Deposit Total:	\$1,681.41	\$0.00
														Report Total:	\$215,196.57	\$0.00

Nerstrand Charter School #4055

Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type	
1732		CAPITAL ONE						
		4055		LCCB			Wire	
				E 01 005 110 000 000 329	USPS			\$68.00
				E 01 010 203 000 000 430	FamilyFare art supplies			\$8.57
				E 01 010 420 000 740 433	ThinkSocial sped curriculum			\$122.91
				E 01 005 110 000 000 329	USPS			\$138.00
				E 01 010 203 000 000 430	Boots&Lu patrols pizza			\$81.50
				E 01 005 110 000 000 329	USPS			(\$2.00)
				E 01 010 203 000 000 430	Amazon cardstock			\$13.95
PO#:		Voucher #:	8571	Invoice	Invoice No: 20240525	6/11/2024		
							Paid Amt:	\$430.93
							Check Amount:	\$430.93
		4055		LCCB			Wire	
				E 01 005 110 000 000 401	target planner			\$21.46
PO#:		Voucher #:	8572	Invoice	Invoice No: 20240624	7/8/2024		
							Paid Amt:	\$21.46
							Check Amount:	\$21.46
							Vendor Total:	\$452.39
1669		CENTER FOR RESPONSIVE SCHOOLS, INC						
		4055		LCCB			Wire	
				E 01 010 640 000 000 366	StaffDev - Travel+Conferences			\$870.00
PO#:		Voucher #:	8599	Invoice	Invoice No: 20240725	7/25/2024		
							Paid Amt:	\$870.00
							Check Amount:	\$870.00
							Vendor Total:	\$870.00
1722		INDIGO EDUCATION						
		4055		LCCB			Wire	
				E 01 010 640 000 000 366	PD Conf 8/8			\$350.00
PO#:		Voucher #:	8598	Invoice	Invoice No: 20240712	7/12/2024		
							Paid Amt:	\$350.00
							Check Amount:	\$350.00
							Vendor Total:	\$350.00
1700		USBANK						
		4055		USB			Wire	
				E 01 005 110 000 000 305	fee			\$13.90
PO#:		Voucher #:	8570	Invoice	Invoice No: 20240614	6/14/2024		
							Paid Amt:	\$13.90
							Check Amount:	\$13.90
		4055		USB			Wire	
				E 01 005 110 000 000 305	fee			\$13.60
PO#:		Voucher #:	8600	Invoice	Invoice No: 20240715	7/15/2024		
							Paid Amt:	\$13.60
							Check Amount:	\$13.60
							Vendor Total:	\$27.50

Nerstrand Charter School #4055 Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1017		XCEL ENERGY	4055	USB			Wire
				E 01 005 810 000 000 330	5/28-6/26		\$816.77
PO#:		Voucher #:		8581 Invoice	Invoice No: 883494936	7/8/2024	
							Paid Amt: \$816.77
							Check Amount: \$816.77
							Vendor Total: \$816.77
							Report Total: \$2,516.66

Gifts Received July 1-August 19

Name	Donated Amount	Restriction
Doug & Mary Jones	\$5,000.00	No

NES will follow the CDC Guidelines with respect to COVID.

The CDC recommends that individuals:

- Stay up to date on vaccines
- Stay home when ill
- Use air purifiers (ventilation)
- Wash hands/use hand sanitizer
- Cover coughs and sneezes to reduce spread
- Clean school thoroughly, daily
- We will monitor the county numbers
 - <https://www.cdc.gov/coronavirus/2019-ncov/your-health/covid-by-county.html>
- Homework will be sent home with students upon request.
We are not offering distance learning at this time.
- <https://www.cdc.gov/media/releases/2024/p0301-respiratory-virus.html>

Nerstrand Elementary School Policy 522
Independent Charter School District #4055
Reviewed 9/12/2022
Reviewed 10/10/2022
Reviewed:

**522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE
PROCEDURE AND PROCESS**

I. GENERAL STATEMENT OF POLICY

A. The charter school does not discriminate on the basis of sex, including discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, in any education program or activity that it operates, including in admission and employment. The charter school does not discriminate in such a manner in its implementing regulations. The charter school is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

B. Except as provided elsewhere under Title IX or its regulations, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the charter school.

C. The charter school prohibits sex-based discrimination or sexual harassment that occurs within its education programs and activities. The charter school shall promptly respond in a manner that is prompt and effective.

D. Except as provided therein, Title IX and its regulations apply to all sex discrimination occurring under a charter school's education program or activity in the United States. For the purpose of this paragraph, conduct that occurs under the charter school's education program or activity includes but is not limited to conduct that is subject to the charter school's disciplinary authority. The charter school has an obligation to address a sex-based hostile environment under its education program or activity, even when some conduct alleged to be contributing

to the hostile environment occurred outside the charter school's education program or activity or outside the United States.

E. The charter school has adopted, published, and implemented grievance procedures consistent with the requirements of 34 Code of Federal Regulations, section 106.45, and if applicable section 106.46, that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in the charter school's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX or its regulations.

F. The charter school's obligation to comply with Title IX and its regulations is not obviated or alleviated by the Federal Educational Rights and Privacy Act (FERPA), 20 United States Code, section 1232g, or its implementing regulations, 34 Code of Federal Regulations, part 99, or any state law or local law. The obligation to comply is not obviated or alleviated by any rule or regulation of any organization, club, athletic or other league, or association which would render any applicant or student ineligible to participate or limit the eligibility or participation of any applicant or student, on the basis of sex, in any education program or activity operated by the charter school and which receives Federal financial assistance.

G. The charter school has an obligation to address a sex-based hostile environment under its education program or activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the charter school's education program or activity or outside the United States.

H. Nothing in Title IX or its regulations may be read in derogation of any legal right of a parent, guardian, or other authorized legal representative to act on behalf of a complainant, respondent, or other person, subject to Paragraph F of this section, including but not limited to making a complaint through the charter school's grievance procedures for complaints of sex discrimination.

I. In the limited circumstances in which Title IX or its regulations permits different treatment or separation on the basis of sex, the charter school must not carry out such different treatment or separation in a manner that discriminates on the basis of sex by subjecting a person to more than de minimis harm, except as permitted by 20 United States Code, section 1681(a)(1) through (9) and the corresponding regulations sections 106.12 through 106.15, 20 United States Code,

section 1686 and its corresponding regulation section 106.32(b)(1), or section 106.41(b). Adopting a policy or engaging in a practice that prevents a person from participating in an education program or activity consistent with the person's gender identity subjects a person to more than de minimis harm on the basis of sex.

J. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The charter school's Title IX Coordinator(s) is/are:

Dana Jans, Administrative Assistant
Dana@nerstrand.charter.k12.mn.us
507-333-6850

Inquiries about Title IX and its regulations may be referred to the Title IX Coordinator(s), the United States Department of Education's Office for Civil Rights, or both.

K. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to **Dana@nerstrand.charter.k12.mn.us**

L. The effective date of this policy is August 1, 2024, and applies to alleged violations of this policy occurring on or after August 1, 2024.

II. DEFINITIONS

A. "Admission" means selection for part-time, full-time, special, associate, transfer, exchange or any other enrollment, membership, or matriculation in or at an education program or activity operated by the charter school.

B. "Complainant" means

1. a student or employee of the charter school who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations; or

2. a person other than a student or employee of the charter school who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX and who was participating or attempting to participate in a charter school education program or activity at the time of the alleged sex discrimination.

C. “Complaint” means an oral or written request to the charter school that objectively can be understood as a request for the charter school to investigate and make a determination about alleged discrimination under Title IX or its regulations.

1. A person is entitled to make a complaint of sex-based harassment only if they themselves are alleged to have been subjected to the sex-based harassment, if they have a legal right to act on behalf of such person, or if the Title IX Coordinator initiates a complaint consistent with the requirements of 34 Code of Federal Regulations, section 106.44(f)(1)(v).

2. The following individuals have a right to make a complaint of sex discrimination, including complaints of sex-based harassment, requesting that the charter school investigate and make a determination about alleged discrimination under Title IX:

- a. a complainant;
- b. a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or
- c. the charter school’s Title IX Coordinator.

3. With respect to complaints of sex discrimination other than sex-based harassment, in addition to the persons listed above, the following persons have a right to make a complaint:

- a. any charter school student or employee; or
- b. any person other than a charter school student or employee who was participating or attempting to participate in a charter

school education program or activity at the time of the alleged sex discrimination.

D. “Confidential employee” means

1. A charter school employee whose communications are privileged or confidential under Federal or Minnesota law. The employee’s confidential status, for purposes of this part, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies; or

2. A charter school employee whom the charter school has designated as confidential under this part for the purpose of providing services to persons related to sex discrimination. If the employee also has a duty not associated with providing those services, the employee’s confidential status is only with respect to information received about sex discrimination in connection with providing those services.

E. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the charter school office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

F. “Disciplinary sanctions” means consequences imposed on a respondent following a determination under Title IX that the respondent violated the charter school’s prohibition on sex discrimination.

G. “Parental status” as used in Title IX and its regulations means the status of a person who, with respect to another person who is under the age of 18 or who is 18 or older but is incapable of self-care because of a physical or mental disability, is:

1. A biological parent;
2. An adoptive parent;
3. A foster parent;
4. A stepparent;

5. A legal custodian or guardian;
 6. In loco parentis with respect to such a person; or
 7. Actively seeking legal custody, guardianship, visitation, or adoption of such a person.
- H. “Party” means a complainant or respondent.
- I. “Peer retaliation” means retaliation by a student against another student.
- J. “Pregnancy or related conditions” means:
1. Pregnancy, childbirth, termination of pregnancy, or lactation;
 2. Medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or
 3. Recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.
- K. “Program or activity” and “program” means all of the operations of a local education agency as defined in 20 United States Code, section 8801, a special purpose district, a system of vocational education, or other school system.
- L. “Relevant” means related to the allegations of sex discrimination under investigation as part of the grievance procedures under Title IX and 34 Code of Federal Regulations, section 106.44. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.
- M. “Remedies” means measures provided, as appropriate, to a complainant or any other person the charter school identifies as having had their equal access to the charter school’s education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person’s access to the charter school’s education program or activity after a charter school determines that sex discrimination occurred.

N. “Respondent” means a person who is alleged to have violated the charter school’s prohibition on sex discrimination.

O. “Retaliation” means intimidation, threats, coercion, or discrimination against any person by the charter school, a student, or an employee or other person authorized by the charter school to provide aid, benefit, or service under the charter school’s education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations.

P. “Sex-based harassment” prohibited by Title IX and its regulations is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:

1. *Quid pro quo harassment.*

An employee, agent, or other person authorized by the charter school to provide an aid, benefit, or service under the charter school’s education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person’s participation in unwelcome sexual conduct;

2. *Hostile environment harassment.*

Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person’s ability to participate in or benefit from the charter school’s education program or activity (*i.e.*, creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- a. The degree to which the conduct affected the complainant’s ability to access the charter school’s education program or activity;
- b. The type, frequency, and duration of the conduct;

c. The parties' ages, roles within the charter school's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;

d. The location of the conduct and the context in which the conduct occurred; and

e. Other sex-based harassment in the charter school's education program or activity; or

3. *Specific offenses.*

a. Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

b. Dating violence meaning violence committed by a person:

i. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

ii. Where the existence of such a relationship shall be determined based on a consideration of the following factors:

(a) The length of the relationship;

(b) The type of relationship; and

(c) The frequency of interaction between the persons involved in the relationship;

c. Domestic violence meaning felony or misdemeanor crimes committed by a person who:

i. is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of

the state of Minnesota, or a person similarly situated to a spouse of the victim;

ii. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

iii. shares a child in common with the victim; or

iv. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction; or

d. Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

i. Fear for the person's safety or the safety of others; or

ii. Suffer substantial emotional distress.

Q. "Student" means a person who has gained admission.

R. "Student with a disability" means a student who is an individual with a disability as defined in the Rehabilitation Act of 1973, as amended, or a child with a disability as defined in the Individuals with Disabilities Education Act.

S. "Supportive measures" means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

1. Restore or preserve that party's access to the charter school's education program or activity, including measures that are designed to protect the safety of the parties or the charter school's educational environment; or

2. Provide support during the charter school's grievance procedures or during the informal resolution process.

The charter school will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the charter school's education program or activity or provide support during the charter school's Title IX grievance procedures or during the informal resolution process.

T. "Title IX" means Title IX of the Education Amendments of 1972, as amended.

III. DESIGNATION OF TITLE IX COORDINATOR AND DESIGNEES

A. The charter school must designate and authorize at least one employee, referred to as a Title IX Coordinator, to coordinate its efforts to comply with its obligations under Title IX and its regulations. If a charter school has more than one Title IX Coordinator, it must designate one of its Title IX Coordinators to retain ultimate oversight over the responsibilities and ensure the charter school's consistent compliance with its responsibilities under Title IX and its regulations.

B. As appropriate, the charter school may delegate, or permit a Title IX Coordinator to delegate, specific duties to one or more designees.

IV. PARENTAL, FAMILY, OR MARITAL STATUS; PREGNANCY OR RELATED CONDITIONS

A. Status Generally

The charter school must not adopt or implement any policy, practice, or procedure concerning a student's current, potential, or past parental, family, or marital status that treats students differently on the basis of sex.

B. Pregnancy or Related Conditions

1. Nondiscrimination

The charter school must not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy or related conditions. The charter school does not engage in prohibited discrimination when it allows a student, based on pregnancy or related conditions, to voluntarily participate in a separate portion of its education program or activity provided the charter school ensures that the

separate portion is comparable to that offered to students who are not pregnant and do not have related conditions.

2. Responsibility to Provide Title IX Coordinator Contact and Other Information

The charter school must ensure that when a student, or a person who has a legal right to act on behalf of the student, informs any employee of the student's pregnancy or related conditions, unless the employee reasonably believes that the Title IX Coordinator has been notified, the employee promptly provides that person with the Title IX Coordinator's contact information and informs that person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to the charter school's education program or activity.

3. Specific Actions to Prevent Discrimination and Ensure Equal Access

The charter school must take specific actions below to promptly and effectively prevent sex discrimination and ensure equal access to the charter school's education program or activity once the student, or a person who has a legal right to act on behalf of the student, notifies the Title IX Coordinator of the student's pregnancy or related conditions. The Title IX Coordinator must coordinate these actions.

a. Responsibility to provide information about charter school obligations.

The charter school must inform the student, and if applicable, the person who notified the Title IX Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of the charter school's obligations under 34 Code of Federal Regulations, section 106.31, paragraphs (b)(1) through (5) and section 106.44(j) and provide the charter school's notice of nondiscrimination under section 106.8(c)(1)

b. Reasonable modifications

i. The charter school must make reasonable modifications to the charter school's policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access to the r charter school's education program or activity. Each reasonable modification must be based on the student's individualized needs. In determining what modifications are required under this paragraph, the charter school must consult with the student. A modification that a charter school can demonstrate would fundamentally alter the nature of its education program or activity is not a reasonable modification.

ii. The student has discretion to accept or decline each reasonable modification offered by the charter school. If a student accepts the charter school's offered reasonable modification, the charter school must implement it.

iii. Reasonable modifications may include, but are not limited to, breaks during class to express breast milk, breastfeed, or attend to health needs associated with pregnancy or related conditions, including eating, drinking, or using the restroom; intermittent absences to attend medical appointments; access to online or homebound education; changes in schedule or course sequence; extensions of time for coursework and rescheduling of tests and examinations; allowing a student to sit or stand, or carry or keep water nearby; counseling; changes in physical space or supplies (for example, access to a larger desk or a footrest); elevator access; or other changes to policies, practices, or procedures.

c. Voluntary access to separate and comparable portion of program or activity

The charter school must allow the student to voluntarily access any separate and comparable portion of the charter school's education program or activity under Paragraph A. above.

d. Voluntary leaves of absence

The charter school must allow the student to voluntarily take a leave of absence from the charter school's education program or activity to cover, at minimum, the period of time deemed medically necessary by the student's licensed healthcare provider. To the extent that a student qualifies for leave under a leave policy maintained by the charter school that allows a greater period of time than the medically necessary period, the charter school must permit the student to take voluntary leave under that policy instead if the student so chooses. When the student returns to the charter school's education program or activity, the student must be reinstated to the academic status and, as practicable, to the extracurricular status that the student held when the voluntary leave began.

e. Lactation space

The charter school must ensure that the student can access a lactation space, which must be a space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used by a student for expressing breast milk or breastfeeding as needed.

f. Limitation on supporting documentation

The charter school must not require supporting documentation under Paragraph B.3, subparagraphs b. through e. unless the documentation is necessary and reasonable for the charter school to determine the reasonable modifications to make or whether to take additional specific actions. Examples of situations when requiring supporting documentation is not necessary and reasonable include, but are not limited to, when the student's need for a specific action under Paragraph C. subparagraphs 3 through 5 is obvious, such as when a student who is pregnant needs a bigger uniform; when the student has previously provided the charter school with sufficient supporting documentation; when the reasonable modification because of pregnancy or related conditions at issue is allowing a student to carry or keep water nearby and drink, use a bigger desk, sit or stand, or take breaks to

eat, drink, or use the restroom; when the student has lactation needs; or when the specific action under Paragraph C. subparagraphs 3 through 5 is available to students for reasons other than pregnancy or related conditions without submitting supporting documentation.

4. Comparable Treatment to Other Temporary Medical Conditions

To the extent consistent with Paragraph B.3 above, the charter school must treat pregnancy or related conditions in the same manner and under the same policies as any other temporary medical conditions with respect to any medical or hospital benefit, service, plan, or policy the charter school administers, operates, offers, or participates in with respect to students admitted to the charter school's education program or activity.

5. Certification to Participate

The charter school must not require a student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person that the student is physically able to participate in the charter school's class, program, or extracurricular activity unless:

- a. The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- b. The charter school requires such certification of all students participating in the class, program, or extracurricular activity; and
- c. The information obtained is not used as a basis for discrimination prohibited by this part.

V. REPORTING PROHIBITED CONDUCT

A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.

B. The charter school requires all employees who are not confidential employees to notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations. This requirement does not apply to an employee who has personally been subject to conduct that reasonably may constitute sex discrimination under Title IX or its regulations.

C. Confidential Employee Requirements

1. The charter school must notify all participants in the charter school's education program or activity of how to contact its confidential employees, if any.

2. The charter school must require a confidential employee to explain to any person who informs the confidential employee of conduct that reasonably may constitute sex discrimination under Title IX or its regulations:

a. The employee's status as confidential for purposes of this part, including the circumstances in which the employee is not required to notify the Title IX Coordinator about conduct that reasonably may constitute sex discrimination;

b. How to contact the charter school's Title IX Coordinator and how to make a complaint of sex discrimination; and

c. That the Title IX Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

D. Any employee of the charter school who has experienced, has knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.

E. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during nonbusiness hours, and may be made in person, by

mail, by telephone, or by email using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

F. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the charter school may report the alleged conduct to law enforcement authorities. The charter school encourages complainants to report criminal behavior to the police immediately.

VI. CHARTER SCHOOL'S RESPONSE TO SEXUAL HARASSMENT

A. General

Upon knowledge of conduct that reasonably may constitute sex discrimination in its education program or activity, the charter school must respond promptly and effectively. The charter school must also comply with 34 Code of Federal Regulations, section 106.44 to address sex discrimination in its education program or activity.

B. Barriers to Reporting

The charter school must require its Title IX Coordinator to:

1. Monitor the charter school's education program or activity for barriers to reporting information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations; and
2. Take steps reasonably calculated to address such barriers.

C. Title IX Coordinator Requirements

1. The Title IX Coordinator is responsible for coordinating the charter school's compliance with its obligations under Title IX and its regulations. The charter school must require its Title IX Coordinator, when notified of conduct that reasonably may constitute sex discrimination under Title IX or its regulations, to take the following actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects:

- a. Treat the complainant and respondent equitably;
- b. Offer and coordinate supportive measures, as appropriate, for the complainant. In addition, if the charter school has initiated grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures, as appropriate, for the respondent;
- c. Notify the complainant or, if the complainant is unknown, the individual who reported the conduct, of the grievance procedures and if applicable and the informal resolution process, if available and appropriate. If a complaint is made, notify the respondent of the grievance procedures and the informal resolution process, if available and appropriate;
- d. In response to a complaint, initiate the grievance procedures or the informal resolution process, if available and appropriate and requested by all parties;
- e. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, determine whether to initiate a complaint of sex discrimination that complies with the grievance procedures.
 - i. To make this fact-specific determination, the Title IX Coordinator must consider, at a minimum, the following factors:
 - [a] The complainant's request not to proceed with initiation of a complaint;
 - [b] The complainant's reasonable safety concerns regarding initiation of a complaint;
 - [c] The risk that additional acts of sex discrimination would occur if a complaint is not initiated;

[d] The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;

[e] The age and relationship of the parties, including whether the respondent is an employee of the charter school;

[f] The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;

[g] The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and

[h] Whether the charter school could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

ii. If, after considering these and other relevant factors, the Title IX Coordinator determines that the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or that the conduct as alleged prevents the charter school from ensuring equal access on the basis of sex to its education program or activity, the Title IX Coordinator may initiate a complaint

f. If initiating a complaint under Subparagraph e. above, notify the complainant prior to doing so and appropriately address reasonable concerns about the complainant's safety or the safety of others, including by providing supportive measures; and

g. Regardless of whether a complaint is initiated, take other appropriate prompt and effective steps, in addition to steps necessary to effectuate the remedies provided to an individual complainant, if any, to ensure that sex discrimination does not continue or recur within the charter school's education program or activity.

2. The Title IX Coordinator is not required to comply with Paragraph C.1, subparagraphs a. through g. above upon being notified of conduct that may constitute sex discrimination if the Title IX Coordinator reasonably determines that the conduct as alleged could not constitute sex discrimination under Title IX or its regulations.

D. Supportive Measures

Under the *Title IX Coordinator Requirements* above, the charter school must offer and coordinate supportive measures, as appropriate, as described below. For allegations of sex discrimination other than sex-based harassment or retaliation, the charter school's provision of supportive measures does not require the charter school, its employee, or any other person authorized to provide aid, benefit, or service on the charter school's behalf to alter the alleged discriminatory conduct for the purpose of providing a supportive measure.

1. Supportive measures may vary depending on what the charter school deems to be reasonably available. These measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

2. Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties or the charter school's educational environment, or to provide support during the charter school's grievance procedures, or during the informal resolution process.

The charter school must not impose such measures for punitive or disciplinary reasons.

3. The charter school may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures or at the conclusion of the informal resolution process, or the charter school may continue them beyond that point.

4. The charter school must provide a complainant or respondent with a timely opportunity to seek, from an appropriate and impartial employee, modification or reversal of the charter school's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee must be someone other than the employee who made the challenged decision and must have authority to modify or reverse the decision, if the impartial employee determines that the decision to provide, deny, modify, or terminate the supportive measure was inconsistent with the definition of supportive measures. The charter school must also provide a party with the opportunity to seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.

5. The charter school must not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the education program or activity, or when an exception in 34 Code of Federal Regulations section 106.44(j)(1) through (5) applies.

6. The charter school must require the Title IX Coordinator to consult with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team, if any, or one or more members, as appropriate, of the group of persons responsible for the student's placement decision under 34 Code of Federal Regulations, section 104.35(c), if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act, and Section 504 of the Rehabilitation Act of 1973 in the implementation of supportive measures.

E. Students with Disabilities

If a complainant or respondent is an elementary or secondary student with a disability, the charter school must require the Title IX Coordinator to consult with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team, if any, or one or more members, as appropriate, of the group of persons responsible for the student's placement decision under 34 Code of Federal Regulations, section 104.35(c), if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973 throughout the charter school's implementation of grievance procedures under 34 Code of Federal Regulations, section 106.45.

F. Emergency Removal

Nothing in Title IX or its regulations precludes the charter school from removing a respondent from the charter school's education program or activity on an emergency basis, provided that the charter school undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of a complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990.

G. Administrative Leave

Nothing in Title IX or its regulations precludes the charter school from placing an employee respondent on administrative leave from employment responsibilities during the pendency of the charter school's grievance procedures. This provision must not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990.

H. Prohibited Disclosures of Personally Identifiable Information

The charter school must not disclose personally identifiable information obtained in the course of complying with this part, except in the following circumstances:

1. When the charter school has obtained prior written consent from a person with the legal right to consent to the disclosure;
2. When the information is disclosed to a parent, guardian, or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue;
3. To carry out the purposes of 34 Code of Federal Regulations, section 106, including action taken to address conduct that reasonably may constitute sex discrimination under Title IX in the charter school's education program or activity;
4. As required by federal law, federal regulations, or the terms and conditions of a Federal award, including a grant award or
5. To the extent such disclosures are not otherwise in conflict with Title IX or its regulations, when required by Minnesota or local law or when permitted under FERPA or its implementing regulations.

VII. GRIEVANCE PROCEDURES FOR THE PROMPT AND EQUITABLE RESOLUTION OF COMPLAINTS OF SEX DISCRIMINATION

A. General

The charter school's grievance procedures for the prompt and equitable resolution of complaints of sex discrimination must be in writing and include provisions that incorporate the requirements of this section. The requirements related to a respondent apply only to sex discrimination complaints alleging that a person violated the charter school's prohibition on sex discrimination. When a sex discrimination complaint alleges that a charter school's policy or practice discriminates on the basis of sex, the charter school is not considered a respondent.

B. Basic Requirements for Grievance Procedures

The charter school's grievance procedures must:

1. Treat complainants and respondents equitably;

2. Require that any person designated as a Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The decisionmaker may be the same person as the Title IX Coordinator or investigator;

3. Include a presumption that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of the charter school's grievance procedures for complaints of sex discrimination;

4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, including a process that allows for the reasonable extension of time frames on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Major stages include, for example, evaluation (i.e., the charter school's decision whether to dismiss or investigate a complaint of sex discrimination); investigation; determination; and appeal, if any;

a. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.

b. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the charter school within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.

c. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the charter school.

d. The charter school will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the charter school.

e. Although the charter school strives to adhere to the timelines described above, in each case, the charter school may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening charter school holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

f. The charter school has established the following process for reasonable extension of time frames on a case-by-case basis for good cause as set forth above. The process includes notice to the parties and the reason for the delay:

An additional 30 days will be granted for an exceptional circumstance.

5. Require the charter school to take reasonable steps to protect the privacy of the parties and witnesses during the pendency of the charter school's grievance procedures, provided that the steps do not restrict the ability of the parties to: obtain and present evidence, including by speaking to witnesses, subject to the prohibition against retaliation; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures;

6. Require an objective evaluation of all evidence that is relevant, as defined in Article II, and not otherwise impermissible—including both inculpatory and exculpatory evidence—and provide that credibility determinations must not be based on a person's status as a complainant, respondent, or witness;

7. Exclude the following types of evidence, and questions seeking that evidence, as impermissible (i.e., must not be accessed or considered, except by the charter school to determine whether an exception in subparagraphs (a) through (c) applies; must not be disclosed; and must not otherwise be used), regardless of whether they are relevant:

a. Evidence that is protected under a privilege as recognized by federal or Minnesota law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;

b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the charter school obtains that party's or witness's voluntary, written consent for use in the charter school's grievance procedures; and

c. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred; and

8. If the charter school adopts grievance procedures that apply to the resolution of some, but not all, complaints articulate consistent principles for how the charter school will determine which procedures apply.

C. Notice of Allegations

Upon initiation of the charter school's grievance procedures, the charter school must provide notice of the allegations to the parties whose identities are known.

1. The notice must include:

a. The charter school's grievance procedures, and if applicable, any informal resolution process;

b. Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX or this part, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to the charter school;

c. A statement that retaliation is prohibited; and

d. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if the charter school provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

2. If, in the course of an investigation, the charter school decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice or that are included in a complaint that is consolidated, the charter school must provide notice of the additional allegations to the parties whose identities are known.

If, in the course of an investigation, the charter school decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice provided or that are included in a complaint that is consolidated, the charter school will notify the parties of the additional allegations.

D. Consolidation

The charter school may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

E. Complaint Investigation

A. The charter school must provide for adequate, reliable, and impartial investigation of complaints. To do so, the charter school must:

1. Ensure that the burden is on the charter school – not on the parties – to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred;

2. Provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible;

3. Review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance, consistent with § 106.2 and with paragraph (b)(7) of this section; and

4. Provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible in the following manner:

a. The charter school must provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. If the charter school provides a description of the evidence, it must further provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;

b. The charter school must provide a reasonable opportunity to respond to the evidence or to the accurate description of the evidence; and

c. The charter school must take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. For purposes of this paragraph,

disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

F. Questioning Parties and Witnesses to Aid in Evaluating Allegations and Assessing Credibility

The charter school must provide a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination.

G. Determination Whether Sex Discrimination Occurred

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the charter school must:

1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination occurred, unless the charter school uses the clear and convincing evidence standard of proof in all other comparable proceedings, including proceedings relating to other discrimination complaints, in which case the charter school may elect to use that standard of proof in determining whether sex discrimination occurred. Both standards of proof require the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness; if the decisionmaker is not persuaded under the applicable standard by the evidence that sex discrimination occurred, whatever the quantity of the evidence is, the decisionmaker must not determine that sex discrimination occurred.
2. Notify the parties in writing of the determination whether sex discrimination occurred under Title IX or its regulations including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;
3. If there is a determination that sex discrimination occurred, as appropriate, require the Title IX Coordinator to coordinate the provision and implementation of remedies to a complainant and other persons the charter school identifies as having had equal access to the charter school's

education program or activity limited or denied by sex discrimination, coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions, and require the Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the charter school's education program or activity. The charter school may not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the charter school's grievance procedures that the respondent engaged in prohibited sex discrimination;

4. Comply with 34 Code of Federal Regulations, section 106.45, before the imposition of any disciplinary sanctions against a respondent; and

5. Not discipline a party, witness, or others participating in charter school's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the charter school's determination whether sex discrimination occurred.

I. Additional Provisions

If the charter school adopts additional provisions as part of its grievance procedures for handling complaints of sex discrimination, including sex-based harassment, such additional provisions must apply equally to the parties.

H. Informal Resolution

In lieu of resolving a complaint through the charter school's grievance procedures, the parties may instead elect to participate in an informal resolution process under 34 Code of Federal Regulations, section 106.44(k) if provided by the charter school consistent with that paragraph.

I. Provisions Limited to Sex-Based Harassment Complaints

For complaints alleging sex-based harassment, the grievance procedures must:

1. Describe the range of supportive measures available to complainants and respondents; and

2. List, or describe the range of, the possible disciplinary sanctions that the charter school may impose and remedies that the charter school may provide following a determination that sex-based harassment occurred.

VIII. INFORMAL RESOLUTION OF A COMPLAINT

A. At any time prior to determining whether sex discrimination occurred, the charter school may offer to a complainant and respondent an informal resolution process, unless the complaint includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student or such a process would conflict with federal, Minnesota, or local law. A charter school that provides the parties an informal resolution process must, to the extent necessary, also require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the charter school's education program or activity.

1. Subject to the limitations in Paragraph A. above, the charter school has discretion to determine whether it is appropriate to offer an informal resolution process when it receives information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations or when a complaint of sex discrimination is made, and may decline to offer informal resolution despite one or more of the parties' wishes.

2. In addition to the limitations in Paragraph A. above, circumstances when the charter school may decline to allow informal resolution include but are not limited to when the charter school determines that the alleged conduct would present a future risk of harm to others.

B. The charter school must not require or pressure the parties to participate in an informal resolution process. The charter school must obtain the parties' voluntary consent to the informal resolution process and must not require waiver of the right to an investigation and determination of a complaint as a condition of enrollment or continuing enrollment, or employment or continuing employment, or exercise of any other right.

C. Before initiation of an informal resolution process, the charter school must provide to the parties notice that explains:

1. The allegations;
2. The requirements of the informal resolution process;
3. That, prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and to initiate or resume the charter school's grievance procedures;
4. That the parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming grievance procedures arising from the same allegations;
5. The potential terms that may be requested or offered in an informal resolution agreement, including notice that an informal resolution agreement is binding only on the parties; and
6. What information the charter school will maintain and whether and how the charter school could disclose such information for use in grievance procedures, if grievance procedures are initiated or resumed.

D. The facilitator for the informal resolution process must not be the same person as the investigator or the decision maker in the charter school's grievance procedures. Any person designated by the charter school to facilitate an informal resolution process must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Any person facilitating informal resolution must receive training as provided under this policy.

E. Potential terms that may be included in an informal resolution agreement include but are not limited to:

1. Restrictions on contact; and
2. Restrictions on the respondent's participation in one or more of the charter school's programs or activities or attendance at specific events, including restrictions the charter school could have imposed as remedies or disciplinary sanctions had the charter school determined at the

conclusion of the charter school's grievance procedures that sex discrimination occurred.

IX. DISMISSAL OF A COMPLAINT

A. The charter school may dismiss a complaint of sex discrimination made through its grievance procedures under this policy for any of the following reasons:

1. The charter school is unable to identify the respondent after taking reasonable steps to do so;

2. The respondent is not participating in a charter school education program or activity and is not employed by the charter school;

3. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the charter school determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or,

4. The charter school determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, the charter school will make reasonable efforts to clarify the allegations with the complainant.

B. Upon dismissal, the charter school will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the charter school will also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

C. The charter school must notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint on the bases set out in 34 Code of Federal Regulations, section 106.46(i)(1). If the dismissal occurs after the respondent has been notified of the allegations, then the charter school will also notify the respondent that the

dismissal may be appealed on the bases set out in 34 Code of Federal Regulations, section 106.46(i)(1). If the dismissal is appealed, the charter school must:

1. Notify the parties of any appeal, including notice of the allegations consistent with paragraph (c) of this section if notice was not previously provided to the respondent;
2. Implement appeal procedures equally for the parties;
3. Ensure that the decision maker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint;
4. Ensure that the decisionmaker for the appeal has been trained as set out in this policy;
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
6. Notify the parties of the result of the appeal and the rationale for the result.

D. When the charter school dismisses a complaint, it must, at a minimum:

1. Offer supportive measures to the complainant as appropriate;
2. For dismissals under Paragraph A. 3 and 4 above in which the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate under 34 Code of Federal Regulations, section 106.44(g); and
3. Require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the charter school's education program or activity.

E. Dismissal of a formal complaint or a portion thereof does not preclude the charter school from addressing the underlying conduct in any manner that the charter school deems appropriate.

XI. APPEAL OF DETERMINATION

A. The charter school offers the following process for appeals from a determination whether sex discrimination occurred. This appeal process will be, at a minimum, the same as the charter school offers in all other comparable proceedings, including proceedings relating to other discrimination complaints.

B. If notice of an appeal is timely received by the charter school, the charter school will notify the parties in writing of the receipt of the appeal, assign or designate the appellate decisionmaker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

C. After reviewing the parties' written statements, the appellate decisionmaker must issue a written decision describing the result of the appeal and the rationale for the result.

D. The written decision describing the result of the appeal must be provided simultaneously to the parties.

E. The decision of the appellate decisionmaker is final. No further review beyond the appeal is permitted.

XII. SANCTIONS AND REMEDIES

Following a determination that sex-based harassment occurred, the charter school may impose disciplinary sanctions, which may include **warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge**. The charter school may also provide remedies, which may include **counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, or monitoring of certain areas of the charter school buildings or property**.

xiii. RETALIATION

The charter school must prohibit retaliation, including peer retaliation, in its education program or activity. When the charter school has information about conduct that reasonably may constitute retaliation under Title IX or its regulations, the charter school

is obliged to comply with 34 Code of Federal Regulations, section 106.44. Upon receiving a complaint alleging retaliation, the charter school must initiate its grievance procedures or, as appropriate, an informal resolution process.

XIV. TRAINING

A. The charter school must ensure that the following persons receive training related to their duties under Title IX promptly upon hiring or change of positions that alters their duties under Title IX or its regulations, and annually thereafter. This training must not rely upon sex stereotypes.

1. *All employees* must be trained on:

a. The charter school's obligation to address sex discrimination in its education program or activity;

b. The scope of conduct that constitutes sex discrimination under Title IX and its regulations, including the definition of sex-based harassment; and

c. All applicable notification and information requirements under 34 Code of Federal Regulations, sections 106.40(b)(2) and 106.44.

2. *Investigators, decisionmakers, and other persons who are responsible for implementing the charter school's grievance procedures or have the authority to modify or terminate supportive measures.*

In addition to the training requirements for all employees described in Paragraphs 1 and 2 above, all investigators, decisionmakers, and other persons who are responsible for implementing the charter school's grievance procedures or have the authority to modify or terminate supportive measures under 34 Code of Federal Regulations, section 106.44(g)(4) must be trained on the following topics to the extent related to their responsibilities:

a. The charter school's obligations under 34 Code of Federal Regulations, section 106.44;

b. The charter school’s grievance procedures under 34 Code of Federal Regulations, section 106.45, and if applicable section 106.46;

c. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and

d. The meaning and application of the term “relevant” in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance under 34 Code of Federal Regulations, section 106.45, and if applicable section 106.46.

3. *Facilitators of informal resolution process*

In addition to the training requirements for all employees described in Paragraph 1 above, all facilitators of an informal resolution process under 34 Code of Federal Regulations, section 106.44(k) must be trained on the rules and practices associated with the charter school’s informal resolution process and on how to serve impartially, including by avoiding conflicts of interest and bias.

4. *Title IX Coordinator and Title IX Personnel*

In addition to the training requirements in Paragraphs 1 through 3 above, the Title IX Coordinator and Title IX Personnel must be trained on their specific responsibilities under 34 Code of Federal Regulations, section 106.8(a), section 106.40(b)(3), section 106.44(f) and (g), the charter school’s recordkeeping system and the requirements of 34 Code of Federal Regulations, section 106.8 (f), and any other training necessary to coordinate the charter school’s compliance with Title IX. “Title IX Personnel” means any person who addresses, works on, or assists with the charter school’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions.

XV. DISSEMINATION OF POLICY

A. This policy shall be made available to all students, parents/guardians of students, charter school employees, and employee unions.

B. The charter school shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.

C. Notice of Nondiscrimination

1. The charter school must provide notice of nondiscrimination to applicants for admission and employment, students, parents, guardians, or other authorized legal representatives of elementary and secondary school students, employees, and all unions holding collective bargaining agreements with the charter school.

2. Contents of Notice of Nondiscrimination

The notice of nondiscrimination must include the following elements:

a. A statement that the charter school does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admission and employment;

b. A statement that inquiries about the application of Title IX and its regulations to the charter school may be referred to the charter school's Title IX Coordinator, the federal Office for Civil Rights, or both;

c. The name or title, office address, email address, and telephone number of the Title IX Coordinator;

d. How to locate the charter school's nondiscrimination policy and the charter school's grievance procedures; and

e. How to report information about conduct that may constitute sex discrimination under Title IX; and how to make a complaint of sex discrimination under the regulations.

3. The charter school must prominently include all elements of its notice of nondiscrimination on its website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to people entitled to notice, or which are otherwise used in connection with the recruitment of students or employees.

4. If necessary, due to the format or size of any publication, the charter school may instead include in those publications the information covered in the following statement: “**Nerstrand Elementary School** prohibits sex discrimination in any education program or activity that it operates. Individuals may report concerns or questions to the Title IX Coordinator. The notice of nondiscrimination is located at <https://nerstrand.charter.k12.mn.us/>”

5. The charter school must not use or distribute a publication stating that the charter school treats applicants, students, or employees differently on the basis of sex, except as such treatment is permitted by Title IX or its regulations.

XVI. RECORDKEEPING

The charter school must create, and maintain for a period of seven years:

A. For each complaint of sex discrimination, records documenting the informal resolution process under 34 Code of Federal Regulations, section 106.44(k) or the grievance procedures under section 106.45, and if applicable section 106.46, and the resulting outcome.

B. For each notification the Title IX Coordinator receives of information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations, including notifications under 34 Code of Federal Regulations, section 106.44(c)(1) or (2), records documenting the actions the charter school took to meet its obligations under section 106.44

C. All materials used to provide training under this policy. The charter school must make these training materials available upon request for inspection by members of the public.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)

Minn. Stat. §§ 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and
Campus Crime Statistics Act (“Clery Act”))

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital
Status Nondiscrimination)

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

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

C. Dates of Attendance

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

D. Directory Information

1. “Directory information”

a. Under federal law, "directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes, the student’s name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student’s parent(s). Directory information does not include:

- (1) a student’s Social Security Number;
- (2) a student’s identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student’s identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
- (3) a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student’s identity, such as a PIN, password, or other factor known or possessed only by the student;
- (4) personally identifiable data which references religion, race, color, social position, or nationality; or

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

2. **Under Minnesota law**, a charter school may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information."

E. Education Records

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

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

a. Records of instructional personnel that are:

- (1) kept in the sole possession of the maker of the record;
- (2) used only as a personal memory aid;
- (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
- (4) destroyed at the end of the school year.

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

- (1) maintained separately from education records;
- (2) maintained solely for law enforcement purposes; and
- (3) disclosed only to law enforcement officials of the same jurisdiction.

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

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

- (2) relate exclusively to the individual in that individual's capacity as an employee; and
- (3) are not available for use for any other purpose.

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

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

- (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
- (2) made, maintained, or used only in connection with the provision of treatment to the student; and
- (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the charter school.

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

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

F. Education Support Services Data

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

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

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

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

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

J. Parent

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

K. Personally Identifiable

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

L. Record

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

M. Responsible Authority

“Responsible authority” means *[designate title and actual name of individual]*.

N. Student

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

O. School Official

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

P. Summary Data

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

Q. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

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

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

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

6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

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

C. Students with a Disability

The charter school shall follow 34 Code of Federal Regulations, sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

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

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

- a. a specification of the records to be disclosed;
- b. the purpose or purposes of the disclosure;
- c. the party or class of parties to whom the disclosure may be made;
- d. the consequences of giving informed consent; and

- e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
- a. if the parent or eligible student so requests, the charter school shall provide him or her with a copy of the records disclosed; and
 - b. if the parent of a student who is not an eligible student so requests, the charter school shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
- a. identifies and authenticates a particular person as the source of the electronic consent; and
 - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
- a. in plain language;
 - b. dated;
 - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
 - d. specific as to the nature of the information the subject is authorizing to be disclosed;
 - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
 - f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and

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

6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

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

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

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

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

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

- a. determine eligibility for the aid;
- b. determine the amount of the aid;
- c. determine conditions for the aid; or
- d. enforce the terms and conditions of the aid.

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

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

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

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

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the charter school enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term,

“organizations,” includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the charter school to whom information is disclosed violates this provision, the charter school may not allow that third party access to personally identifiable information from education records for at least five (5) years;

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

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

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

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or

other individuals. In making a determination whether to disclose information under this section, the charter school may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the charter school and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

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

13. Information the charter school has designated as “directory information” pursuant to Section VII. of this policy;

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

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

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

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

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

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

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

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by the executive director under Minnesota Statutes, section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other charter school employees, substitutes, and volunteers

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

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

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the

county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the executive director of such action;

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

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

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

C. Nonpublic School Students

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

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

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

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

- a. Minnesota Statutes, section 13.32, subdivision 5; and
- b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.

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

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

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at

any time, the charter school may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an “education record,” the charter school may release records that only contain information about an individual obtained after he or she is no longer a student at the charter school and that are not directly related to the individual’s attendance as a student (e.g., a student’s activities as an alumnus of the charter school).

C. Present Students and Parents

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

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

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

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

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

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

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

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

- a. prevent the charter school from disclosing or requiring the student to disclose the student's name, ID, or charter school e-mail address in a class in which the student is enrolled; or
- b. prevent the charter school from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the charter school as directory information.

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

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

E. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the

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

B. Private Records Not Accessible to Parent

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

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

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

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

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

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

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

the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

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

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

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

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

C. Investigative Data

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

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

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

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

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

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

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

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

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

D. Chemical Abuse Records

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

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

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

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

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

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

1. may be used only for the purpose of providing information to students about military service, state and federal veterans’ education benefits, and other career and educational opportunities provided by the military;
2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
3. copying fees shall not be imposed.

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

1. Name of student and parent, as appropriate;
2. Home address;
3. Student's grade level;
4. School presently attended by student;
5. Parent's legal relationship to student, if applicable;
6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.

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

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

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

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

B. Redisclosure Not Prohibited

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

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

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

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section 14071. However, the charter school must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

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

D. Notification

The charter school shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to

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

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

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

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

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

- a. the parties who have requested or received personally identifiable information from the education records of the student;
- b. the legitimate interests these parties had in requesting or obtaining the information; and
- c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

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

- a. the names of the additional parties to which the receiving party may disclose the information on behalf of the charter school;
- b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
- c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations, section 99.32 and to whom the charter school disclosed information from an education record. The charter school shall request a copy of the record of further disclosures from a state or local educational authority or federal

official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

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

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

- a. the parent of the student or the eligible student;
- b. the school official or his or her assistants who are responsible for the custody of the records; and
- c. the parties authorized by law to audit the record-keeping procedures of the charter school.

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

- a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
- b. the parties to whom the charter school disclosed the information.

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

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

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

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

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

D. Form of Request

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

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the

parent or eligible student wishes to inspect these records where they are maintained, the charter school shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

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

- a. the cost of materials, including paper, used to provide the copies;
- b. the cost of the labor required to prepare the copies;
- c. any schedule of standard copying charges established by the charter school in its normal course of operations;
- d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and
- e. mailing costs.

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

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

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

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

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

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

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

B. Right to a Hearing

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

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

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

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

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

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

C. Conduct of Hearing

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

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

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

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

D. Appeal

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

XVI. PROBLEMS ACCESSING DATA

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

B. Data practices compliance official means *[designate title and actual name of individual]*.

C. Any request by an individual with a disability for reasonable modifications of the charter school's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

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

B. Content of Complaint

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

XVIII. WAIVER

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

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the charter school to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the charter school has determined to have legitimate educational interests; and
6. That the charter school forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. § 13.32, Subd. 5 (Directory Information)

Minn. Stat. § 13.393 (Attorneys)

Minn. Stat. Ch. 14 (Administrative Procedures Act)

Minn. Stat. § 120A.22 (Compulsory Instruction)

Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)

Minn. Stat. § 121A.75 (Receipt of Records; Sharing)

Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)

Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)

Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)

Minn. Stat. Ch. 256L (MinnesotaCare)

Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)

Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)

Minn. Stat. § 363A.42 (Public Records; Accessibility)

Minn. Stat. § 480.40 (Personal Information, Dissemination)

Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)

Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)

10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)

18 U.S.C. § 2331 (Definitions)

18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)

20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)

20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)

20 U.S.C. § 7908 (Armed Forces Recruiting Information)

20 U.S.C. § 7917 (Transfer of School Disciplinary Records)

25 U.S.C. § 5304 (Definitions – Tribal Organization)

26 U.S.C. §§ 151 and 152 (Internal Revenue Code)

42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)

42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)

34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

34 C.F.R. § 300.610-300.627 (Confidentiality of Information)

42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)

Gonzaga University v. Doe, 536 U.S. 273 309 (2002)

Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

MSBA/MASA Model Policy 417 (Chemical Use and Abuse)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)

MSBA/MASA Model Policy 520 (Student Surveys)

MSBA/MASA Model Policy 711 (Video Recording on School Buses)

MSBA/MASA Model Policy 722 (Public Data Requests)

MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)

Nerstrand Elementary School Policy 608
Independent Charter School District #4055
Adopted

608 INSTRUCTIONAL SERVICES – SPECIAL EDUCATION

I. PURPOSE

The purpose of this policy is to set forth the position of the charter school board on the need to provide special educational services to some students in the charter school.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that some students need special education and further recognizes the importance of providing a free appropriate public education and delivery system for students in need of special education.

III. CHILDREN BIRTH THROUGH AGE SIX EXPERIENCING DEVELOPMENTAL DELAYS

A. "Child with a disability" means a child identified under federal and state special education law as deaf or hard-of-hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of the Minnesota Department of Children, Youth, and Families for children from birth through age two and by the rules of the Commissioner of the Minnesota Department of Education for all other children. A licensed physician, an advanced practice registered nurse, a physician assistant, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability.

B. In addition to Paragraph A, every child under age three and, at local district discretion, every child from age three through age six, who needs special instruction and services, as determined by the rules of the Commissioner of the Minnesota Department of Children, Youth, and Families for children under age three and by the rules of the Commissioner of the Minnesota Department of

Education for children ages three through six, because the child has a substantial delay or has a diagnosed physical or mental condition or disorder with a high probability of resulting in developmental delay is a child with a disability.

C. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner of the Minnesota Department of Children, Youth, and Families for children from birth through age two and by the rules of the Commissioner of the Minnesota Department of Education for all other children, is not a child with a disability.

IV. RESPONSIBILITIES

A. The school board accepts its responsibility to identify, evaluate, and provide special education and related services for disabled children who are properly the responsibility of the charter school and who meet the criteria to qualify for special education and related services as set forth in Minnesota and federal law.

B. The charter school shall ensure that all qualified children with a disability are provided special education and related services that are appropriate to their educational needs.

C. When such services require or result from interagency cooperation, the charter school shall participate in such interagency activities in compliance with applicable federal and state law.

D. The school may conduct an assessment for developmental adapted physical education, as defined in Minnesota Rules, part 3525.1352, as a stand-alone evaluation without conducting a comprehensive evaluation of the student in accordance with prior written notice provisions in Minnesota Statutes, section 125A.091, subdivision 3a. A parent or guardian may request that the school conduct a comprehensive evaluation of the parent's or guardian's student.

Legal References: Minn. Stat. § 124D.03 (Enrollment Options Program)

Minn. Stat. § 124E.03 (Applicable Law)

Minn. Stat. § 124E.10 (Charter Contract)

Minn. Stat. § 124E.21 (Special Education Aid)

Minn. Stat. Ch. 125A (Special Education and Special Services)

Minn. Rules 3525.0210, Subp. 15 (Definitions)

20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)

MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)

MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Nerstrand Elementary School Policy 609
Independent Charter School District #4055
Adopted

609 RELIGION AND RELIGIOUS AND CULTURAL OBSERVANCES

I. PURPOSE

The purpose of this policy is to identify the status of religion as it pertains to the programs of the charter school.

II. GENERAL STATEMENT OF POLICY

A. The charter school shall neither promote nor disparage any religious belief or nonbelief. Instead, the charter school encourages all students and employees to have appreciation for and tolerance of each other's views.

B. The charter school also recognizes that religion has had and is having a significant role in the social, cultural, political, and historical development of civilization.

C. The charter school recognizes that one of its educational objectives is to increase its students' knowledge and appreciation of music, art, drama, and literature which may have had a religious basis or origin as well as a secular importance.

D. The charter school supports the inclusion of religious music, art, drama, and literature in the curriculum and in school activities provided it is intrinsic to the learning experience and is presented in an objective manner without sectarian indoctrination.

E. The historical and contemporary values and the origin of various religions, holidays, customs, and beliefs may be explained in an unbiased and nonsectarian manner.

III. RESPONSIBILITY

A. The executive director shall be responsible for ensuring that the study of religious materials, customs, beliefs, and holidays in the charter school is in keeping with the following guidelines:

1. The proposed activity must have a secular purpose.
2. The primary objective of the activity must be one that neither advances nor inhibits religion.
3. The activity must not foster excessive governmental relationships with religion.
4. Notwithstanding the foregoing guidelines, reasonable efforts must be made to accommodate any student who wishes to be excused from a curricular activity for a religious observance or American Indian cultural practice, observance, or ceremony. The charter school must provide annual notice to parents of this policy.

B. The executive director is granted authority to develop and present for school board review and approval directives and guidelines for the purpose of providing further guidance relative to the teaching of materials related to religion. Approved directives and guidelines shall be attached as an addendum to this policy.

Legal References: U. S. Const., amend. I
Minn. Stat. § 120A.22, Subd. 12(a) (Compulsory Instruction)
Minn. Stat. § 120A.35 (Absence from School for Religious and Cultural Observances)
Minn. Stat. § 121A.10 (Moment of Silence)
Minn. Stat. § 124E.03 (Applicable Law)
Good News Club v. Milford Central School, 533 U.S. 98(2001)
Santa Fe Indep. Sch. Dist. v. Doe, 530 U.S. 290 (2000)
Tangipahoa Parish Bd. of Educ. v. Freiler, 530 U.S. 1251 (2000)
Lemon v. Kurtzman, 403 U.S.602 (1971)
Child Evangelism Fellowship v. Minneapolis Special Sch. Dist. No. 1, 690 F.3d 996 (8th Cir. 2012)
Wigg v. Sioux Falls Sch. Dist., 382 F.3d 807 (8th Cir. 2004)
Doe v. School Dist. of City of Norfolk, 340 F.3d 605 (8th Cir. 2003)
Stark v. Independent Sch. Dist. No. 640, 123 F.3d 1068 (8th Cir. 1997)

Florey v. Sioux Falls Sch. Dist. 49-5, 619 F.2d 1311 (8th Cir. 1980)
Roark v. South Iron R-1 Sch. Dist., 573 F.3d 556 (8th Cir. 2009)
Child Evangelism Fellowship v. Elk River Area Sch. Dist. No. 728, 599 F.Supp.2d 1136 (D. Minn. 2009)
LeVake v. Independent Sch. Dist. No. 656, 625 N.W.2d 502 (Minn. App. 2001)
Minn. Op. Atty. Gen. 169-J (Feb. 14, 1968)
Minn. Op. Atty. Gen. 169-K (Oct. 21, 1949)
Minn. Op. Atty. Gen. 63 (1940)
Minn. Op. Atty. Gen. 120 (1924)
Minn. Op. Atty. Gen. 121 (1924)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)

Nerstrand Board of Directors Work Calendar for 24-25

- August: Review Policy #
BOD Chair verifies status of new members' required BOD trainings
Approve staff hiring list for the new year
Annual review - BOD Onboarding Document
Annual review - Nerstrand Board Development/Training Plan
Annual review - BOD Calendar
- September: Review By-Laws
Review and update Board Roster
Review Policy #
Go over performance framework (MCA results)
- October: BOD chair confirms background checks for BOD members
Ongoing Board Training: Governance (example: Open Meeting Law)
Review Policy #
- November: Ongoing Board Training: Finance (example: Understanding the Annual Audit)
Review Policy #
Check-in on new member training status for training required by 12/31
- December: BOD Chair verifies new member training status for training required by 12/31
Review Policy #
Ongoing Board Training: State Data Practices Law (presentation by Director)
- January: Review BOD member terms and prepare for election
Establish an Election Committee of 3 or less Board members
Establish Director Support and Evaluation Committee
Ongoing Board Training: Employment (example: presentation by EdVisions)

BOD chair completes check list of training certificates received as of 12/31

Review Policy #

February: Assemble new Budget/Finance Committee of 3 or less Board members

Update on interest in BOD open positions, verify date to post

Review Policy #

Review Performance Framework

March: Update from Budget/Finance Committee

Verify date for 30-day notice of BOD election

Update from Director Support and Evaluation Committee (begin evaluation)

Approve School Calendar for next year (March/April)

Review Policy #

April: Update from Budget/Finance Committee - preliminary budget for next year

Approve School Calendar for next year (if not already approved)

Announce 30-day notice for BOD election

Approve service contracts for next year

Continue review of School Director – send out staff surveys

Review Policy #

Start sharing enrollment for next year

May: Review/approve budget for next year (if not already approved)

Approve Staff Compensation Schedule for next year

Approve EdVisions Health Insurance plan for next year

Approve next year's Board Meeting Schedule

Discuss BOD election progress

Approve service contracts for next year

Final update from Director Support and Evaluation Committee

Continue review of School Director - BOD work session, meet with Director

BOD chair completes check list of training certificates expected as of 6/30

Review Policy #

Certify BOD election results

June:

Approve budget for next year (if not already approved)

Approve revised current year budget (if necessary)

Discuss Director Domaine focus for next year

Approve annual banking resolutions for next year

Approve legal counsel for next year

Designate use of REAP funds for next year

Approve any remaining service contracts for next year

Approve designations of required roles for next year (IOWA, etc.)

Appointment of Officers for next year (Board Chair, Treasurer, Secretary/Clerk)

Review Policy #

Review performance framework

Nerstrand Elementary School Board Development/Training Plan

A. Board Organization

- a. Officers
 - i. Board Chair - oversees Board process, convenes meetings, Board correspondence
 - ii. Board Treasurer – attends Finance Committee meetings, reviews board financials, assists in budgeting process
 - iii. Board Clerk - oversees recording minutes of meeting
- b. Committees
 - i. The Board may consider forming additional committees (such as Governance, Policy, etc.) and corresponding descriptions of duties and goals

B. Training

Board members are required to complete certified board training in 3 components areas: employment, governance, and finance. Training records are maintained (see page 2). Training must begin within 6 months of being seated and be completed within 12 months.

The Board shall also hold ongoing board training each year in areas of governance, employment matters, school finance, state data practices, etc. (as listed in the Board Working Calendar, reviewed monthly) and will be recorded in Board minutes.

New Training as of 2024: Before board members are seated they need Board Roles/Responsibilities, Open Meeting Law and Data Practices Law

C. Goals

The Board will continue to develop their "Board Working Calendar" of events including areas for growth, self-evaluation, policy review, etc.

The Board will develop and maintain a welcome packet to assist with on-boarding new members.

D. Key Board Documents (on file in office, or posted on website)

- a. Original charter application
- b. Bylaws
- c. Current charter contract
- d. Board Policies: Admission, Lottery, Conflict of Interest, Nepotism, Bullying, Fund Balance, Complaint Policy/Procedure
- e. Facility lease
- f. Annual financial audit

- g. IRS 990 tax return (on file in school business office – available for public inspection)
- h. Annual approved school calendar
- i. Annual Report
- j. Board Minutes and Board Agendas including Finance report

Nerstrand Elementary School
New Board Members – Welcome Aboard!

Welcome to the Nerstrand Board of Directors (BOD). We hope you find the following information helpful as you become familiar with the operations, responsibilities and roles of the BOD.

As a new member of the board it is not expected that you memorize the board by-laws and policies. Our hope is that you feel comfortable and will contribute when and where you feel it appropriate. You will not be expected to be an officer (chairperson, recorder, treasurer) during your first year. It seems very common that as you spend time on the board and do some research as questions or wonderings arise, you will most likely gain a great deal of knowledge and feel effective as a board member. Our Board of Directors bylaws and school policies can be found in a white binder in the administrative assistant's office for you to refer to. Our bylaws, meeting schedule, school policies and other helpful information can be found on our website.

New in 2024: Before you can serve on the board, you have to complete 3 trainings: Board Roles/Responsibilities, Open Meeting Law and Data Practices Law.

Within 6 months of being seated on the board, you will be expected to attend some board training. While the training is very informative and helpful, it can also seem overwhelming. Things will start to make more sense as you attend our BOD meetings and get more comfortable. You might even elect to defer those required board trainings until you have been to 1 or 2 board meetings to get the feel of things first. The Board will provide you with available training opportunities.

There are three trainings required for new members: Employment matters, Governance, and Financials.

One option is free, on-demand, trainings available through the MN Charter Board Training and Development Grant (with support from NEO). These training modules are available at: mncharterboard.com (after access has been granted).

Be sure and watch this training video link on how to search/enroll in all three required course areas on mncharterboard.com:
<https://video.link/w/U0xKb> (created by Jake Kaukola)

New members must keep a copy of certificates earned after course completion and give them to Dana in order to meet the Statutory Requirement for each of the (6) New Board Member Trainings. Let Nicole know so she can put it in our Annual Report

The following is some information that might be helpful going into your new BOD position:

- What is a charter school?

In Minnesota, charter schools are tuition free independent public schools that are open to and welcome all students, no matter ability or need, and are governed and operated jointly by licensed teachers, parents and community members. You may read more about charter schools by going to www.mncharterschools.org. In 1999 Nerstrand converted from a traditional public school (part of District #656) to a public charter school. More about our school's history can be found on our website: www.nerstrand.charter.k12.mn.us.

- Our relationship with Faribault Public Schools:

Nerstrand Charter School strives to maintain a favorable, positive relationship with the Faribault Public School in the following areas but not limited to:

- Rental of building and grounds
- Contracted services including: tech support, food service, custodial services and busing.

- Nerstrand BOD utilizes Roberts Rules to conduct our meetings. As you will notice when you attend our meetings or look at the roster of board members, we are a teacher majority board. We keep the BOD working calendar up to date, adding items as we think of them or as they come up.
- BOD positions are for 3-year terms. The school by-laws specify a 7-member board, composed of 4 teachers, 2 parents, and 1 community representative. Teachers have historically “volunteered” to run for the teacher positions on a rotating schedule.
- It is helpful for new BOD members to attend a meeting or two before their full term begins.
- The Board will receive a minimum of 4 ongoing training sessions annually (during the regular meetings) in areas of governance, employment matters, school finance, and state data practices.
- Each BOD member receives a new email address when they join the Board to use for all Board correspondence. Members should not use their personal email.
- We conduct our meetings using the Open Meeting Law. You may go to www.house.mn.hrd for a complete copy of the Minnesota Open Meeting Law for specific answers to questions you may have.
- We must have at least 4 board members present to have a quorum.
- Responsibilities of board members include but are not limited to:
 - Attend monthly meetings
 - Review the BOD packet ahead of time (sent out electronically 3-5 days prior to each meeting)
 - Stay current regarding the financial status of the school and the fund balance

- EdVisions: School staff are employed by EdVisions Cooperative, work under an at-will agreement, and get all employment benefits through EdVisions. EdVisions is the employer of record - staff receive their paychecks from EdVisions. The school BOD approves a contract annually with EdVisions to provide staff to Nerstrand Elementary School.
- Charter schools are required to have a contract with an MDE-approved Authorizer and Nerstrand's Authorizer is Novation Education Opportunities (NEO). They provide oversight and guidance to the school and report to MDE on the compliance track record of each of their schools, including Nerstrand. NEO occasionally attends Nerstrand BOD meetings, and gives the Board a written report evaluating the visit. We signed a 5-year contract with NEO, which expires 6-30-22.
- Please review the Nerstrand Code of Ethics's Policy 209.1 (on our website) for an overview of the roles and contributions of individual board members.

Nerstrand Elementary School #4055 Board Roster 2024-25

Position	Name	Address	Phone #	email	Election date	Seated date	Term expires
Seat #1							
Teacher Rep.	Sarah Johnson	315 E 8th St. Apt 1 Northfield, MN 55057	612-308-5777	sarah@nerstrand.charter.k12.mn.us	7/1/2023	7/1/2023	6/30/2026
Seat #2						Appointed 8/19/24	
Teacher Rep.	Paula Shroyer	401 3rd Street Nerstrand, MN 55053	507-384-1032	paula@nerstrand.charter.k12.mn.us	7/1/2024	7/1/2024	6/30/2027
Seat #3							
Teacher Rep. (Treasurer)	Carmen Bonde	16751 Kane Ave. Nerstrand, MN 55053	507-210-9781	carmen@nerstrand.charter.k12.mn.us	7/1/2023	7/1/2023	6/30/2026
Seat #4							
Teacher Rep. (Clerk)	Tara Vondrasek	1601 Armstrong Road Northfield, MN 55057	507.202.9950	tara@nerstrand.charter.k12.mn.us	7/1/2022	7/1/2022	6/30/2025
Seat #5						Appointed 6/10/24	
Parent Rep.	Ali Bossmann	212 1st St. S Nerstrand, MN 55053	507-210-6577	abossmann@nerstrand.charter.k12.mn.us	7/1/2023	7/1/2023	6/30/2026
Seat #6							
Parent Rep. (Chair)	Carissa Erickson	17893 Coe Avenue Faribault, MN 55021	612.702.4077	carissa@nerstrand.charter.k12.mn.us	7/1/2022	7/01/2022	6/30/2025
Seat #7							
Community Rep.	Terri Neumann	405 Osmundson Ct. Nerstrand, MN 55053	507.334.5580	terri@nerstrand.charter.k12.mn.us	7/1/2022	7/1/2022	6/30/2025

Nerstrand Elementary School
Board of Directors Meeting
August 12, 2024; 3:30pm
Nerstrand Media Center

Mission: Nerstrand Elementary School will empower students to be self-directed lifelong learners by providing a nurturing multi-age environment which fosters cooperation and character development.

- 1.0 Call to Order
 - 1.1 Roll Call
- 2.0 Approve Agenda
- 3.0 Opportunity to Report any Board Conflicts of Interest
- 4.0 Community Comment
- 5.0 Policy
 - a. 721 Procurement Policy - For Vote
- 6.0 Other
 - 6.1 Opportunity for BOD member comments on meeting:
 - Did we stay on track?
 - Strategic vs. micro-manage?
 - Everyone able to participate?
 - 6.2 Next Board of Directors meeting is August 19, 2024 at 3:30 in the Nerstrand Media Center
- 7.0 Adjournment

721 PURCHASING, PROCUREMENT, AND CONTRACTING

I. PURPOSE

The purpose of this policy is to establish procedures for carrying out purchasing, procurement and contracting functions of the charter school, to provide efficient use of public monies, and to ensure compliance with all applicable state and federal laws, including Minn. Stat. 124E.26, Subd. 4, with respect to procurement using state funds.

II. GENERAL STATEMENT OF POLICY

It is the policy of the Charter School board to utilize resources to the greatest benefit of our students' education and to establish procedures for all expenditures made with charter school funds to ensure efficiency, economy, legal compliance, internal control, ethical behavior by all staff members, and fairness in dealing with vendors.

III. CONFLICT OF INTEREST

Notwithstanding anything in this policy to the contrary, the Charter School shall not enter into any contract or agreement that does not align with the provisions of this Section III.

1. Minn. Stat. 124E.14:

- a. No member of the board of directors, employee, officer, or agent of a charter school shall participate in selecting, awarding, or administering a contract if a conflict of interest exists. A conflict exists when:
 - i. the board member, employee, officer, or agent;
 - ii. the immediate family member of the board member, employee, officer, or agent;
 - iii. the partner of the board member, employee, officer, or agent; or
 - iv. an organization that employs, or is about to employ any individual in clauses (1) to (3),

has a financial or other interest in the entity with which the charter school is contracting. A violation of this prohibition renders the contract void. The foregoing does not apply to compensation paid to a teacher employed as a teacher by the charter school or a teacher who provides instructional services to the charter school through a cooperative formed under chapter 308A when the teacher also serves on the charter school board of directors.

2. Minn. Stat. 124E.07, Subd. 3(e): A contractor providing facilities, goods, or services to a charter school must not serve on the board of directors. In addition, an individual is prohibited from serving as a member of the charter school board of directors if: (1) the individual, an immediate family member, or the individual's partner is a full or part owner or principal with a for-profit or nonprofit entity or independent contractor with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities; or (2) an immediate family member is an employee of the school. An individual may serve as a member of the board of directors if no conflict of interest exists under this paragraph, consistent with this section.
3. Minn. Stat. 124E.10, Subd. 2(a): The charter school must disclose to the commissioner any potential contract, lease, or purchase of service from the school's authorizer or a current board member, employee, contractor, volunteer, or agent of the school's authorizer. The contract, lease, or purchase must be accepted through an open bidding process and be separate from the charter contract. The school must document the open bidding process. An authorizer must not enter into a contract to provide management and financial services to a school it authorizes, unless the school documents receiving at least two competitive bids. This paragraph does not apply to a charter school or an authorizer when contracting for legal services from a lawyer that provides professional services to the charter school or authorizer and who is subject to the Minnesota Rules of Professional Conduct.

IV. GENERAL PROCUREMENT PROVISIONS

1. **Authorization:** The charter school director or chief administrator (hereinafter referred to as the "director"), in conjunction with the board of directors (hereinafter referred to as the "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.

The executive director or designee may incur expenditures in the following amounts without prior board approval so long as such expenditures are consistent with the school's board-approved budget, provided that in all cases, the board retains authority to disapprove any expenditure for any reason at the sole discretion of the board:

- a. The executive director or designee may purchase goods (but not services) for use in connection with school operations where the expenditure is less than \$1,000. The school may issue credit or debit cards to individual employees for these expenditures.

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

i. The executive director or designee: Up to \$100,000;

2. **Scope:** Purchasing procedures apply to procurement of equipment, supplies, and services, including services provided by vendors and by individuals who are engaged by the charter school as independent contractors (i.e. – individuals who receive a form 1099 rather than form W-2). Purchasing procedures do not apply to hiring employees of the charter school (i.e. – individuals who receive a W-2).

3. **Documentation:** The director shall design and implement procedures to create and preserve documentation establishing that all procurement is implemented in accordance with this policy. The director will provide such documentation to the charter school board upon request by the board.

4. **Economy:** Good business practice dictates that products will be purchased for the lowest price for acceptable quality. Lower prices can be achieved through researching prices, cultivating business relationships, negotiating price contracts, buying in quantity, competitive quotation, or formal bid process.

5. **Best Value:** The school shall endeavor in all cases to obtain the best value in all purchase or procurement decisions, taking into account the price, quality, and quantity of the goods or services being purchased or procured, along with consideration of other criteria, which may include, but are not limited to:

- (i) the vendor's or contractor's knowledge or expertise with respect to services as evidenced by performance on previous projects;
- (ii) the quality and timeliness of the vendor's or contractor's performance on previous projects;
- (iii) the level of customer satisfaction with the vendor's or contractor's performance on previous projects;
- (iv) the vendor's or contractor's record of performing previous projects on budget and ability to minimize cost overruns;
- (v) the vendor's or contractor's ability to minimize change orders;
- (vi) the vendor's or contractor's ability to prepare appropriate project plans;
- (vii) the vendor's or contractor's technical capabilities;
- (viii) the individual qualifications of the contractor's key personnel; or
- (ix) the vendor's or contractor's ability to assess and minimize risks.

V. PURCHASES OF GOODS USING STATE FUNDS

The following will govern purchases of goods using state funds. The school shall not break up any purchase into smaller component purchases to avoid the threshold in this Section V. In all cases, the school shall endeavor to complete each purchase in a manner that obtains the best value for the charter school, taking into account the factors enumerated in Section IV, above.

1. **Purchases Less than \$25,000.** The director shall be responsible for implementing purchases within these limits. The director shall, when reasonably practicable, use processes to endeavor to obtain competitive market rates or purchase at reasonably competitive available prices or rates.
2. **Purchases of \$25,000 Or More.** Prior to any purchase of \$25,000 or above, the director shall obtain bids or quotations from at least two sellers or vendors or, if market conditions for a purchase are such that sellers or vendors will not respond to a request for bids or quotations, shall otherwise endeavor to compare the prices of a least two sellers or vendors, in all cases endeavoring to ensure that each of the bids, quotes, or comparison prices reflects substantially equal quantity and quality.
 - a. To solicit bids or quotations the director (i) shall post a request for bids or quotations on a public portion of the charter school's web site, or utilize another public posting mechanism as reasonably determined by the director, and (ii) shall deliver solicitations to two or more potential vendors. The director shall provide a reasonable time period, and in no event fewer than five (5) business days, for response to any solicitation of or posting for bids or quotations.
 - b. If, after such reasonable time period, the director has not received two or more bids or quotations for the goods to be purchased, the director shall use reasonably prudent inquiry to ascertain the price for such goods from two or more vendors.
 - c. If, after complying with all of the foregoing, the director is able to locate only a single seller, vendor, or supplier from which to purchase any particular good, the director shall, to the extent reasonably practicable, endeavor to negotiate for the most favorable price that may be obtained from such vendor.

VI. **PROCUREMENT OF SERVICES USING STATE FUNDS**

The following will govern procurement of services using state funds. The school shall not break up any procurement into smaller component purchases to avoid the threshold in this Section VI. In all cases, the school shall endeavor to complete each purchase in a manner that obtains the best value for the charter school, taking into account the factors enumerated in Section IV, above.

In determining the amount of a contract for services, the total cost of the contract under its stated term shall apply. For contracts that have an annual price but a multi-year term, or include an automatic annual renewal (or so-called "evergreen") provision, the total of all years shall apply. Under no circumstances will a charter school enter into a multi-year or automatic annual renewal agreement with an outside term greater than five (5) years; provided that the foregoing limit will not apply to a lease for school facilities.

1. **Procurement Less than \$25,000.** The director shall be responsible for implementing procurement within these limits. The director shall, when reasonably practicable, use processes to endeavor to obtain "best value" prices or rates and shall maintain records documenting efforts to obtain "best value".

The foregoing shall apply to contracts for services where the total cost of services cannot

be determined because the cost is dependent upon periodic or “as-needed” requests for services by the charter school, at its discretion, and the following are true: (a) the contract does not require an advance payment or deposit, and (b) the contract or the services may be terminated without cause at any time by the charter school.

2. **Procurement of \$25,000 Or More.** Prior to entering into an agreement to procure a service of \$25,000 or more, the director shall obtain bids or quotations from at least two vendors or contractors, if market conditions for acquiring a particular service are such that vendors or contractors will not respond to a request for bids or quotations, shall otherwise endeavor to compare the prices of a least two vendors or contractors, in all cases endeavoring to ensure that each of the bids, quotes, or comparison prices reflects substantially equal quantity and quality consistent with the “best value” factors outlined above in this Section VI.
 - a. To solicit bids or quotations the director (i) shall post a request for bids or quotations on a public portion of the charter school’s web site, or utilize another public posting mechanism as reasonably determined by the director, and (ii) shall deliver solicitations directly to two or more potential vendors or contractors,. The director shall provide a reasonable time period, and in no event fewer than five (5) business days for response to any solicitation of or posting for bids or quotations.
 - b. If, after such reasonable time period, the director has not received two or more bids or quotations for the service to be procured, the director shall use reasonably prudent inquiry to ascertain the price for such goods from two or more vendors or contractors.
 - c. If (i) after complying with all of the foregoing the director is able to locate only a single vendor or contractor from which to procure a particular service, or (ii) due to the nature of the services being procured, the market for such services is such that there is only one vendor or contractor to supply such service, the director shall, to the extent reasonably practicable, endeavor to negotiate for the most favorable price that may be obtained from such vendor or contractor.

VII. **USE OF FEDERAL FUNDS¹** [Effective October 1, 2024]

1. **Procurement Methods.** There are three types of procurement methods 1) informal (for micro-purchases and simplified acquisitions) 2) formal (through sealed bids or proposals) and 3) noncompetitive. For all of these methods, the recipient or subrecipient must maintain and use documented procurement procedures.
 - a. **Informal Procurement Methods for Small Purchases.**
 - i. Micro-purchases: the aggregate amount of the procurement transaction does not exceed \$10,000, which may be increased to \$50,000 on an annual basis if the recipient or subrecipient self-certifies and provides supporting documentation. Micro-purchases may be awarded without soliciting

¹ All the regulations in this section take effect on October 1, 2024 and can be found under 2 C.F.R. § 200.317-327.

competitive price or rate quotes if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documentation to support its conclusion.

- ii. Simplified Acquisitions: for procurement transactions in which the aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold (\$10,000, or \$50,000, if applicable), but lower than \$250,000. In simplified acquisitions, the price or rate quotes must be obtained from an adequate number of qualified sources. The recipient or subrecipient may exercise judgment in determining what number is adequate.

- b. **Formal Procurement Methods.** The recipient or subrecipient is required to use one of the following formal procurement methods when the value of the procurement transaction exceeds the simplified acquisition threshold of the recipient or subrecipient. This method requires competition and public notice.

- i. Sealed Bids. Preferred for procuring construction services. Bids are publicly solicited through an invitation and a firm fixed-priced contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price.

- a. Sealed bids are appropriate when:

- i. A complete, adequate and realistic specification or purchase description is available;
- ii. Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and
- iii. The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on price

- b. If sealed bids are used, the following requirements apply:

- i. Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate;
- ii. The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly

respond;

- iii. All bids will be opened at the time and place prescribed in the invitation for bids.
 - iv. A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.
 - v. The recipient or subrecipient must document and provide a justification for all bids it rejects.
- ii. Proposals. Used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:
- a. 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.
 - b. The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.
 - c. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and
 - d. The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

- c. **Noncompetitive Procurement.** There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:
 - i. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
 - ii. The procurement transaction can only be fulfilled by a single source;
 - iii. The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
 - iv. The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or
 - v. After soliciting several sources, competition is determined inadequate.

2. **Contracting with small and minority firms, women’s business enterprises, and labor surplus area firms, pursuant to 2 CFR § 200.321.** Non-Federal entities will take all necessary affirmative steps to assure that small and minority firms and women’s business enterprises are used when possible. Affirmative steps include:

- a. Placing qualified small and minority business and women’s business enterprises on solicitation lists;
- b. Assuring that small and minority business and women’s business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s’ business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises;
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in a-e above.

3. **Contract Cost, Price, and Monitoring by the non-Federal Entity.**

- a. The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent

on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

- b. The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- c. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under federal regulations. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- d. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.
- e. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also 2 C.F.R. § 200.332.

VIII. RECORDS TO BE MAINTAINED

1. **Public Data.** All records of charter school expenditures are considered “public data” under Minn. Stat. Chapter 13 (the “**Minnesota Government Data Practices Act**” or the “**Act**”). The charter school will create, maintain, and preserve such records in accordance with the Act.
2. **Record Retention Requirements for Federal Awards.**² The recipient and subrecipient must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient and subrecipient must retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. Federal agencies or pass-through entities may not impose any other record retention requirements except for the following:
 - a. The records must be retained until all litigation, claims, or audit findings

² These regulations take effect on October 1, 2024 and can be found under 2 C.F.R. § 200.334.

involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period.

- b. When the recipient or subrecipient is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
- c. The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition.
- d. The three-year retention requirement does not apply to the recipient or subrecipient when records are transferred to or maintained by the Federal agency.
- e. The records for program income earned after the period of performance must be retained for three years from the end of the recipient's or subrecipient's fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the recipient or subrecipient to report on program income earned after the period of performance in the terms and conditions of the Federal award.
- f. The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below:
 - i. If submitted for negotiation. When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission.
 - ii. If not submitted for negotiation. When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.