Cloquet Public Schools
Regular Meeting

Monday, July 13, 2026 at 6:00 PM
Garfield Board Room
302 14th Street
Cloquet, MN 55720
302 - 14th Street, Cloquet, MN

5:30 pm ***Working Session***

6:00 pm ***Regular Meeting***

I. **Roll Call**
II. **Pledge of Allegiance**
III. **Consider Approval of Board Agenda**
1. Monday, July 13, 2026, School Board Agenda 3
IV. **Consider Approval of School Board Minutes**
1. Monday, June 22, 2026, School Board Meeting Minutes 5
V. **Open Forum and Reception of Delegations, Petitions, and Communications**
1. Public Comment
2. Department Reports
VI. **Claims**
1. Claims, June 22 & 24, July 8, 2026 8
2. Treasurer's Report, January, February, March, April and May 2026 18
3. Investments Report, January, February, March, April and May 2026 23
4. Wire Transfers, June 29, 2026 38
VII. **Consent Items**
1. ***Retirement Letters***
a. 3 hrs./day Food Service Worker at Churchill (Sue Langley)
2. ***Resignation Letters***
a. 1.0 FTE Middle School Teacher (Nicole Vegar)
b. 1.0 FTE Special Education Teacher at NLA (Emily Brown) pending hire
3. ***Recommendations for Employment***
a. 1.0 FTE Special Education Teacher at CAAEP (Emily Brown) 39
b. 1.0 FTE DCD/SP Special Education Teacher at Cloquet High School (Joshua Belden) 40
c. 6.75 hrs./day Paraprofessional at NLA (Francesca Shevich) 41
4. ***Extra Service Contracts***
a. Additional Extra Service Contract for Football Coaches 42
b. Type III Bus Driver Certification Coordinator and District Type III Fleet Maintenance Manager (Joseph Hedman) 43
5. ***Permission to Post***
a. 1.0 FTE Elementary Ojibwe Language Teacher 44
b. 0.1 FTE Intervention Support Coach 45
VIII. **Agenda Addendums**
IX. **School Board Committee Report**
1. MARSS 15 Year End Report 46
X. **Action Items**

1. Consider Approving the 2026-2028 AFSCME Contract with Paraprofessional, AIE Staff, Nurses, COTA and START Drivers 57
2. Consider Approving the Request to Negotiate with Beth Nelson, Print Shop Operator 105
3. Consider Approving the Request to Negotiate from Superintendent Dr. Michael Cary 106
4. Consider Approving the 2026-2027 Cloquet Middle School Handbook 107
5. Consider Approving MnMTSS Support Consultant Agreement 122
6. Consider Approving 2026-2027 Lakes and Pines Working Agreement 123
7. Consider Approving 2026-2027 Designation of Official Newspaper to the Pine Knot 125
8. Consider Approving the 2026-2027 School Board Committee Representation 127
9. Consider Approving the 2026-2027 School Board "Adopted" Schools 129
10. Consider Approving Annual Updates to the Policy #533 District Wellness Policy 130
11. Consider Approving the Resolution Non-Renewing a Head Softball Coach (Tyler Korby) 167

XI. **Superintendent's Report**

1. NLA/CAAEP Move Update
2. Negotiations Update
3. Palmer Bus Service
4. MnMTSS for 2026-2027

XII. **For Your Information**

1. Internal Transfer of a 1.0 FTE Special Education Teacher at Cloquet High School to 1.0 FTE Work-Based Learning Coordinator at NLSEC (Lance Horvat) 169
2. Internal Transfer of a 1.0 FTE 4th Grade Teacher at Washington to 1.0 FTE 5th Grade Teacher at Cloquet Middle School (Jenn Mangan) 170
3. Job Postings for Existing Positions
    a. 1.0 FTE 4th Grade Teacher at Washington
    b. 1.0 FTE DCD/SP Special Education Teacher at CHS
    c. 6.75 hrs./day School Nurse at Cloquet High School
    d. 3 hrs./day Food Service Staff at Churchill
4. Policies with Technical Updates - No Board Action Needed
    a. Policies updated: 211, 404, 405, 406, 418, 420, 427, 520, 618, 619, and 620 171

XIII. **Upcoming Meetings/Events**

1. Monday, August 10, 2026 - School Board Meeting - Boardroom
5:30 p.m. Working Session, 6:00 p.m. Regular Meeting

XIV. **Adjournment**

* If any one board member wishes to remove an item from the consent agenda for discussion, that item should be added to the board meeting agenda prior to its approval.

Cloquet Public Schools
Regular Meeting

Monday, July 13, 2026 at 6:00 PM
Garfield Board Room
302 14th Street
Cloquet, MN 55720
302 - 14th Street, Cloquet, MN

5:30 pm Working Session

6:00 pm Regular Meeting

I. **Roll Call**
II. **Pledge of Allegiance**
III. **Consider Approval of Board Agenda**
1. Monday, July 13, 2026, School Board Agenda
IV. **Consider Approval of School Board Minutes**
1. Monday, June 22, 2026, School Board Meeting Minutes
V. **Open Forum and Reception of Delegations, Petitions, and Communications**
1. Public Comment
2. Department Reports
VI. **Claims**
1. Claims, June 22 & 24, July 8, 2026
2. Treasurer's Report, January, February, March, April and May 2026
3. Investments Report, January, February, March, April and May 2026
4. Wire Transfers, June 29, 2026
VII. **Consent Items**
1. ***Retirement Letters***
a. 3 hrs./day Food Service Worker at Churchill (Sue Langley)
2. ***Resignation Letters***
a. 1.0 FTE Middle School Teacher (Nicole Vegar)
b. 1.0 FTE Special Education Teacher at NLA (Emily Brown) pending hire
3. ***Recommendations for Employment***
a. 1.0 FTE Special Education Teacher at CAAEP (Emily Brown)
b. 1.0 FTE DCD/SP Special Education Teacher at Cloquet High School (Joshua Belden)
c. 6.75 hrs./day Paraprofessional at NLA (Francesca Shevich)
4. ***Extra Service Contracts***
a. Additional Extra Service Contract for Football Coaches
b. Type III Bus Driver Certification Coordinator and District Type III Fleet Maintenance Manager (Joseph Hedman)
5. ***Permission to Post***
a. 1.0 FTE Elementary Ojibwe Language Teacher
b. 0.1 FTE Intervention Support Coach
VIII. **Agenda Addendums**
IX. **School Board Committee Report**
1. MARSS 15 Year End Report

X. **Action Items**

1. Consider Approving the 2026-2028 AFSCME Contract with Paraprofessional, AIE Staff, Nurses, COTA and START Drivers
2. Consider Approving the Request to Negotiate with Beth Nelson, Print Shop Operator
3. Consider Approving the Request to Negotiate from Superintendent Dr. Michael Cary
4. Consider Approving the 2026-2027 Cloquet Middle School Handbook
5. Consider Approving MnMTSS Support Consultant Agreement
6. Consider Approving 2026-2027 Lake and Pines Working Agreement
7. Consider Approving 2026-2027 Designation of Official Newspaper to the Pine Knot
8. Consider Approving the 2026-2027 School Board Committee Representation
9. Consider Approving the 2026-2027 School Board "Adopted" Schools
10. Consider Approving Annual Updates to the Policy #533 District Wellness Policy
11. Consider Approving the Resolution Non-Renewing a Head Softball Coach (Tyler Korby)

XI. **Superintendent's Report**

1. NLA/CAAEP Move Update
2. Negotiations Update
3. Palmer Bus Service
4. MnMTSS for 2026-2027

XII. **For Your Information**

1. Internal Transfer of a 1.0 FTE Special Education Teacher at Cloquet High School to 1.0 FTE Work-Based Learning Coordinator at NLSEC (Lance Horvat)
2. Internal Transfer of a 1.0 FTE 4th Grade Teacher at Washington to 1.0 FTE 5th Grade Teacher at Cloquet Middle School (Jenn Mangan)
3. Job Postings for Existing Positions
    a. 1.0 FTE 4th Grade Teacher at Washington
    b. 1.0 FTE DCD/SP Special Education Teacher at CHS
    c. 6.75 hrs./day School Nurse at Cloquet High School
    d. 3 hrs./day Food Service Staff at Churchill
4. Policies with Technical Updates - No Board Action Needed
    a. Policies updated: 211, 404, 405, 406, 418, 420, 427, 520, 618, 619, and 620

XIII. **Upcoming Meetings/Events**

1. Monday, August 10, 2026 - School Board Meeting - Boardroom
5:30 p.m. Working Session, 6:00 p.m. Regular Meeting

XIV. **Adjournment**

* If any one board member wishes to remove an item from the consent agenda for discussion, that item should be added to the board meeting agenda prior to its approval.

June 22, 2026
Board Chair, L. Butler called the working session to order at 5:30 p.m.
Topics discussed:
Dr. Cary gave an update on negotiations, CAAEP/NLA move, 2026-27 calendar update, and school board election filing dates. He reviewed the updates for the permanent school fund vote in November. Dr. Cary reviewed the agenda including annual approvals for business office. There being nothing further to discuss, Board Chair, L. Butler adjourned the meeting at 5:42 p.m.

June 22, 2026
The Regular Meeting of the School Board of Independent School District No. 94, in the City of Cloquet on June 22, 2026, was called to order by Board Chair L. Butler at 6:00 p.m.

Roll Call – The following members were present on roll call:

- LeAnn Butler
- Nichole Diver
- Melissa Juntunen
- Nate Sandman

Present in Person:

- Dr. Michael Cary, Superintendent
- Mary Marciniak, Exec. Asst. to Superintendent
- Dawn Hultgren, New Business Manager
- Bill Bauer, Technology Support Specialist
- Ashlee Lennartson, EM-C Teacher Rep.
- Macklin Caruso, Pine Journal Newspaper Rep.
- Elise Lockner, Pine Knot Newspaper Intern

Building principals, teacher representatives, AIE Director, Community Education Director, District Facilities & Grounds Director will be excused from attending Board meetings until further notice.

APPROVAL OF BOARD AGENDA

- RESOLVED by N. Diver to approve the June 22, 2026, Regular Meeting Agenda, as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

APPROVAL OF MEETING MINUTES

- RESOLVED by N. Sandman to approve the June 8, 2026, Regular Meeting Minutes and June 12, 2026 Special Meeting Minutes, as presented. N. Diver seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

OPEN FORUM AND RECEPTION OF DELEGATIONS, PETITIONS, AND COMMUNICATIONS

- No public comment was taken.
- Department reports were reviewed.

CONSIDER APPROVAL OF CLAIMS

- RESOLVED by N. Sandman to approve Claims: June 8 & 10, 2026, Food Service: May 2026, as presented. L. Butler seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

CONSENT ITEMS

- RESOLVED by M. Juntunen to approve the Consent Items, as presented.
  1. ***Retirements***
  a. Annette Smedhammer, 6.75 hrs./day Level 1 Technology Paraprofessional, effective October 30, 2026
  2. Resignations
  a. Katie Kowal, 6.75 hrs./day Secretary/Receptionist at Churchill Elementary, effective June 12, 2026
  3. Recommendations of Employment:

	NAME	POSITION/LOCATION	SALARY**	START DATE
a.	Cassi Keuten	6.75 hrs./day NLA Paraprofessional	Step 1	8/31/26
b.	2026 Fall coaches and activity paid coaches (see attached)			
c.	Jennifer Saari	Lifeguard with Community Education	$12.84/hr.	6/23/26
d.	Nolan Stillwell	Front desk & Lifeguard with CE (pend cert)	$11.46/$12.84	6/23/26

4. Extra Services Contracts

a. 2026-2027 Site Leadership Team (see attached list)

5. Staffing Adjustment

a. Amanda Dahl-Sales 0.132 FTE to 0.212 FTE at Washington Elementary (Total of 0.612 FTE with Churchill)

- N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

AGENDA ADDENDUMS

- None

ACTION ITEMS

- RESOLVED by N. Diver approve 2026-2029 MARSS contract with Haley Kachinske, as presented. L. Butler seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by N. Sandman to approve the 2026-2027 Memorandum of Understanding with Level 2 Technology Specialist Staff, as presented. N. Diver seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by L. Butler to approve the 2026-2027 MREA Membership, as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by N. Diver to approve the 2026-2028 purchase of service agreement for transportation of children and youth in foster care placement with St. Louis County, as presented. L. Butler seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by N. Sandman to approve the 2026-2027 withdrawal approval of securities pledges, as presented. L. Butler seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by M. Juntunen to approve the 2026-2027 authorization to approve and sign contracts, as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by L. Butler to approve the 2026-2027 authorization to draw and sign orders for payment of salaries, utility and other bills, as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by N. Sandman to approve the 2026-2027 depositories for funds, as presented. M. Juntunen seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by N. Sandman to approve the 2026-2027 authorization of utilization of legal firms, as presented. L. Butler seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by N. Diver to approve the 2026-2027 electronic fund transfers, as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by N. Diver to approve the resolution accepting the donation from Cloquet Eagles Club towards Cloquet ECFE/School Readiness to build a “Little Free Library”. N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

SUPERINTENDENT REPORT

- Dr. Cary covered all items in the working session.

FOR YOUR INFORMATION

- Updated 2026-2027 School Calendar
- Postings for Existing Positions
  - 1.0 FTE Special Education Teacher at NLA
  - 1.0 FTE Special Education Teacher at Washington Elementary
  - Anticipated 1.0 FTE Early Childhood Special Education Teacher
  - Secretary/Receptionist at Churchill Elementary
  - 6.75 hrs./day Level 1 Technology Paraprofessional

- Internal Transfer of 1.0 FTE Special Education Teacher at Washington Elementary to 1.0 FTE Work-Based Learning Coordinator at NLSEC (Jenna Lundquist)

UPCOMING MEETINGS/EVENTS

- Monday, July 13, 2026 – School Board Meeting – Boardroom – 5:30 p.m. Working Session/6 p.m. Regular Meeting

ADJOURNMENT

There being nothing further to discuss, Board Chair L. Butler adjourned the meeting at 6:06 p.m.

ATTEST:

_____
Clerk of the School Board

_____
Chair of the School Board

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
06	Building Construction	$42,379.00
Report Total		**$42,379.00**

Cloquet Public Schools

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 6/22/2026-6/30/2026 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	2	111116	30777	Check	1	36651		MINNESOTA POWER	Yes	No	No	06/22/2026	42,379.00
								Bank Total: 2					$42,379.00
								Report Total:					$42,379.00

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General	$122,368.53
02	Food Services	$42.30
03	Transportation	$2,431.45
04	Community Services	$9,989.80
05	Capital Expenditure	$26,808.12
12	Activities	$5,300.75
45	OPEB Irrevocable Trust	$1,773.84
Report Total		**$168,714.79**

District # 0094

Cloquet Public Schools

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 6/25/2026-6/30/2026 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	2	111117	30778	Check	1	00283		ACCT INC	Yes	No	No	06/25/2026	9,439.56
		111175	30779	Check	1	6969		ACME TOOLS	Yes	No	No	06/25/2026	349.95
		111120	30780	Check	1	10159		ADVANCED SERVICES, INC	Yes	No	No	06/25/2026	545.00
		111122	30781	Check	1	10423		ALASPA MISHA	Yes	No	No	06/25/2026	87.00
		111119	30782	Check	1	1006		ARROWHEAD SPRINGS	Yes	No	No	06/25/2026	66.50
		111130	30783	Check	1	10949		BELDEN MADDIE	Yes	No	No	06/25/2026	91.35
		111188	30784	Check	1	9540		BIRMAN, LAURA	Yes	No	No	06/25/2026	747.76
		111146	30785	Check	1	11792		BUCK DONNY	Yes	No	No	06/25/2026	850.00
		111118	30786	Check	1	08337		CARLTON COUNTY HUMAN SERVICE	Yes	No	No	06/25/2026	190.00
		111132	30787	Check	1	11139		CESO	Yes	No	No	06/25/2026	618.75
		111121	30788	Check	1	10401		CITY OF CLOQUET	Yes	No	No	06/25/2026	17,790.71
		111158	30789	Check	1	3468		CITY OF HERMANTOWN	Yes	No	No	06/25/2026	200.00
		111182	30790	Check	1	8797		COHEN, MICHAEL	Yes	No	No	06/25/2026	424.05
		111140	30791	Check	1	11550		COMMUNITY PRINTING	Yes	No	No	06/25/2026	690.00
		111190	30792	Check	1	9705		CREATIVEDGE DESIGNS, LLC	Yes	No	No	06/25/2026	235.00
		111148	30793	Check	1	11794		DALBEC LESA	Yes	No	No	06/25/2026	814.09
		111144	30794	Check	1	11767		DASH SPORTS LLC	Yes	No	No	06/25/2026	2,572.00
		111134	30795	Check	1	11343		DECOTEAU ROMERO NICOLE	Yes	No	No	06/25/2026	95.70
		111171	30796	Check	1	5930		DULUTH LAWN & SPORT	Yes	No	No	06/25/2026	2,168.84
		111178	30797	Check	1	8229		ESSE, DAVID	Yes	No	No	06/25/2026	159.50
		111151	30798	Check	1	2074		FOLLETT SOFTWARE LLC	Yes	No	No	06/25/2026	309.00
		111127	30799	Check	1	1087		GIBSON, STEPHANIE	Yes	No	No	06/25/2026	222.72
		111161	30800	Check	1	4250		GRAINGER	Yes	No	No	06/25/2026	72.56
		111152	30801	Check	1	21951		GREAT LAKES AQUARIUM	Yes	No	No	06/25/2026	515.00
		111150	30802	Check	1	12271		GREAT LAKES OFFICE SOLUTIONS	Yes	No	No	06/25/2026	287.60
		111172	30803	Check	1	59450		HAGENS GLASS & PAINT	Yes	No	No	06/25/2026	101.28
		111179	30804	Check	1	8441		HALLGREN, EMILY	Yes	No	No	06/25/2026	58.00
		111174	30805	Check	1	6608		HANSON, RYAN	Yes	No	No	06/25/2026	150.00
		111133	30806	Check	1	11179		HARWIG DAVE	Yes	No	No	06/25/2026	90.00
		111166	30807	Check	1	5684		HILLYARD INC MINNEAPOLIS	Yes	No	No	06/25/2026	129.33
		111156	30808	Check	1	3219		INDUSTRIAL APPRAISAL CO	Yes	No	No	06/25/2026	520.00
		111184	30809	Check	1	9072		INNOVATIVE OFFICE SOLUTIONS LL	Yes	No	No	06/25/2026	863.59
		111129	30810	Check	1	1093		ISD #0094 FOOD SERVICE	Yes	No	No	06/25/2026	2,476.00
		111162	30811	Check	1	4331		JAZDZEWSKI, JAMIE	Yes	No	No	06/25/2026	95.70
		111181	30812	Check	1	8749		KNUTSEN, JESSICA	Yes	No	No	06/25/2026	340.54
		111154	30813	Check	1	29600		L & M SUPPLY	Yes	No	No	06/25/2026	469.02
		111143	30814	Check	1	11693		LACKAS NICOLE	Yes	No	No	06/25/2026	69.60
		111155	30815	Check	1	30365		LCS COACHES INC	Yes	No	No	06/25/2026	4,833.16
		111191	30816	Check	1	9792		LEAF	Yes	No	No	06/25/2026	2,803.07

Cloquet Public Schools

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 6/25/2026-6/30/2026 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	2	111164	30817	Check	1	4544		LENARZ, COLLETTE	Yes	No	No	06/25/2026	501.80
		111142	30818	Check	1	11663		LIND NICK	Yes	No	No	06/25/2026	284.98
		111187	30819	Check	1	9400		LINDNER, CAMERON	Yes	No	No	06/25/2026	228.80
		111141	30820	Check	1	11659		MASL	Yes	No	No	06/25/2026	180.00
		111180	30821	Check	1	8722		MCDONALD, JAMIE	Yes	No	No	06/25/2026	290.36
		111169	30822	Check	1	5736		MEDICAREBLUE RX	Yes	No	No	06/25/2026	496.50
		111157	30823	Check	1	34310		MESPA	Yes	No	No	06/25/2026	979.00
		111170	30824	Check	1	5743		MIDAMERICA ADMINISTRATIVE	Yes	No	No	06/25/2026	50.00
		111125	30825	Check	1	10765		MINERS INCORPORATED	Yes	No	No	06/25/2026	9,018.98
		111165	30826	Check	1	5675		MINNESOTA ENERGY RESOURCES	Yes	No	No	06/25/2026	519.22
		111159	30827	Check	1	36651		MINNESOTA POWER	Yes	No	No	06/25/2026	48,611.09
		111131	30828	Check	1	11014		MNVBCA	Yes	No	No	06/25/2026	150.00
		111147	30829	Check	1	11793		MUSCO SPORTS LIGHTING	Yes	No	No	06/25/2026	1,235.74
		111138	30830	Check	1	11485		NORTHERN LIGHTS ACADEMY #609(	Yes	No	No	06/25/2026	5,181.54
		111160	30831	Check	1	41104		NORTHLAND FIRE AND SAFETY	Yes	No	No	06/25/2026	9,165.00
		111128	30832	Check	1	10884		POKORNOWSKI TIMOTHY	Yes	No	No	06/25/2026	60.00
		111126	30833	Check	1	10830		PRING JILL	Yes	No	No	06/25/2026	365.26
		111163	30834	Check	1	45152		PROULX, TOM	Yes	No	No	06/25/2026	528.96
		111193	30835	Check	1	9882		PTMA	Yes	No	No	06/25/2026	1,277.34
		111173	30836	Check	1	6402		REGENTS OF THE UNIVERSITY	Yes	No	No	06/25/2026	14,737.00
		111153	30837	Check	1	2868		SAMS, SHANNON	Yes	No	No	06/25/2026	37.41
		111183	30838	Check	1	8901		SCHOOL FIX	Yes	No	No	06/25/2026	99.04
		111124	30839	Check	1	10667		SCHOOL OUTLET	Yes	No	No	06/25/2026	11,329.92
		111177	30840	Check	1	7858		SEWELL, ABBI	Yes	No	No	06/25/2026	60.90
		111192	30841	Check	1	9851		SICKMANN LEAH	Yes	No	No	06/25/2026	42.30
		111123	30842	Check	1	10481		SMITH LINDSAY	Yes	No	No	06/25/2026	73.95
		111145	30843	Check	1	11791		SOLKELA STEVE	Yes	No	No	06/25/2026	300.00
		111139	30844	Check	1	11528		STRAND HANNAH	Yes	No	No	06/25/2026	75.40
		111185	30845	Check	1	9137		SUPERIOR HIGH SCHOOL	Yes	No	No	06/25/2026	160.00
		111176	30846	Check	1	7518		SYCK, RODERICK	Yes	No	No	06/25/2026	119.61
		111189	30847	Check	1	9671		TECHCHECK	Yes	No	No	06/25/2026	6,815.22
		111137	30848	Check	1	11385		THE COLLEGE OF ST SCHOLASTICA	Yes	No	No	06/25/2026	615.00
		111186	30849	Check	1	9268		UHL COMPANY INC	Yes	No	No	06/25/2026	165.00
		111167	30850	Check	1	5702		ULINE	Yes	No	No	06/25/2026	922.86
		111135	30851	Check	1	11361		VESTIS	Yes	No	No	06/25/2026	191.73
		111168	30852	Check	1	57280		WANGEN, DAVID	Yes	No	No	06/25/2026	638.00
		111149	30853	Check	1	11795		WILSON DAYLEN	Yes	No	No	06/25/2026	210.00

Cloquet Public Schools

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 6/25/2026-6/30/2026 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	2	111136	30854	Check	1	11373		WOLLEAT KENNETH	Yes	No	No	06/25/2026	454.95
								Bank Total: 2					$168,714.79
								Report Total:					$168,714.79

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General	$370,795.81
02	Food Services	$17,976.92
03	Transportation	$352.47
04	Community Services	$6,916.94
05	Capital Expenditure	$63,417.21
06	Building Construction	$272,865.25
12	Activities	$1,233.96
Report Total		**$733,558.56**

Cloquet Public Schools

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 7/9/2026-7/31/2026 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	2	111240	30855	Check	1	3839	p1	4IMPRINT INC	Yes	No	No	07/09/2026	601.03
		111194	30856	Check	1	00283		ACCT INC	Yes	No	No	07/09/2026	1,649.42
		111210	30857	Check	1	11247		API SUPPLY LIFTS	Yes	No	No	07/09/2026	2,129.44
		111195	30858	Check	1	02766		ARCC	Yes	No	No	07/09/2026	131,967.25
		111255	30859	Check	1	6134		AT&T MOBILITY	Yes	No	No	07/09/2026	185.21
		111257	30860	Check	1	6347		AVIBEN	Yes	No	No	07/09/2026	291.91
		111266	30861	Check	1	8731		B&H PHOTO VIDEO	Yes	No	No	07/09/2026	5,540.25
		111197	30862	Check	1	10294		BENSON ELECTRIC COMPANY	Yes	No	No	07/09/2026	17,166.09
		111221	30863	Check	1	11669		BIX PRODUCE	Yes	No	No	07/09/2026	3,786.28
		111224	30864	Check	1	11798		BORCHARDT LIA	Yes	No	No	07/09/2026	803.19
		111209	30865	Check	1	11231		BP BUILDERS	Yes	No	No	07/09/2026	262,785.25
		111219	30866	Check	1	11620		COMPENSATION CONSULTANTS, LTI	Yes	No	No	07/09/2026	2,144.00
		111242	30867	Check	1	4073		CONSOLIDATED COMMUNICATIONS	Yes	No	No	07/09/2026	1,263.43
		111272	30868	Check	1	9578		CONSTELLATION NEWENERGY -GAS	Yes	No	No	07/09/2026	6,824.30
		111238	30869	Check	1	3116		CONTINENTAL CLAY CO	Yes	No	No	07/09/2026	371.11
		111225	30870	Check	1	11799		COVINGTON KAYLA	Yes	No	No	07/09/2026	95.00
		111244	30871	Check	1	4198		ELLENA, SARAH	Yes	No	No	07/09/2026	232.15
		111262	30872	Check	1	8229		ESSE, DAVID	Yes	No	No	07/09/2026	478.50
		111261	30873	Check	1	7790		FRONTLINE TECHNOLOGIES GROUF	Yes	No	No	07/09/2026	25,513.76
		111268	30874	Check	1	9009		GILBERT, SYDNEY	Yes	No	No	07/09/2026	73.23
		111232	30875	Check	1	21951		GREAT LAKES AQUARIUM	Yes	No	No	07/09/2026	320.00
		111226	30876	Check	1	12271		GREAT LAKES OFFICE SOLUTIONS	Yes	No	No	07/09/2026	112.68
		111223	30877	Check	1	11797		GRUVY EDUCATION	Yes	No	No	07/09/2026	10,000.00
		111251	30878	Check	1	5684		HILLYARD INC MINNEAPOLIS	Yes	No	No	07/09/2026	3,602.04
		111254	30879	Check	1	5992		HORIZON COMMERICAL POOL SUPF	Yes	No	No	07/09/2026	1,089.42
		111241	30880	Check	1	4002		INFINITE CAMPUS INC	Yes	No	No	07/09/2026	29,691.00
		111269	30881	Check	1	9072		INNOVATIVE OFFICE SOLUTIONS LL	Yes	No	No	07/09/2026	15.90
		111208	30882	Check	1	11101		INSTRUCTURE	Yes	No	No	07/09/2026	2,941.05
		111271	30883	Check	1	9449		ISD #6096 NORTHERN LIGHTS ACAD	Yes	No	No	07/09/2026	9,044.43
		111235	30884	Check	1	27353		JAMAR COMPANY	Yes	No	No	07/09/2026	41,795.00
		111198	30885	Check	1	10308		JUNCTION TIRE	Yes	No	No	07/09/2026	352.47
		111236	30886	Check	1	28920		KENDAHL AMUSEMENT	Yes	No	No	07/09/2026	110.00
		111237	30887	Check	1	29600		L & M SUPPLY	Yes	No	No	07/09/2026	239.53
		111220	30888	Check	1	11662		LAVAN JESSICA	Yes	No	No	07/09/2026	219.20
		111246	30889	Check	1	4544		LENARZ, COLLETTE	Yes	No	No	07/09/2026	1,466.60
		111211	30890	Check	1	1135		MASA	Yes	No	No	07/09/2026	289.00
		111229	30891	Check	1	1614		MCTM	Yes	No	No	07/09/2026	650.00
		111230	30892	Check	1	1750		MICHAUD DISTRIBUTING	Yes	No	No	07/09/2026	578.25
		111217	30893	Check	1	11608		MIDAS JULIE	Yes	No	No	07/09/2026	31.90

Cloquet Public Schools

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 7/9/2026-7/31/2026 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	2	111273	30894	Check	1	9640		MILESTONES & MEMORIES,LLC	Yes	No	No	07/09/2026	101.66
		111205	30895	Check	1	11005		MIND INFORMATION INC	Yes	No	No	07/09/2026	20,400.00
		111204	30896	Check	1	10765		MINERS INCORPORATED	Yes	No	No	07/09/2026	241.73
		111202	30897	Check	1	10715		MOMENTUM ECM LLC	Yes	No	No	07/09/2026	3,692.98
		111263	30898	Check	1	8443		MREA	Yes	No	No	07/09/2026	2,500.00
		111201	30899	Check	1	10672		MRI SOFTWARE LLC	Yes	No	No	07/09/2026	10.00
		111234	30900	Check	1	2714		MSBA	Yes	No	No	07/09/2026	11,982.00
		111267	30901	Check	1	8996		MSOPA	Yes	No	No	07/09/2026	100.00
		111213	30902	Check	1	11365		NELSON MARCIA	Yes	No	No	07/09/2026	819.87
		111256	30903	Check	1	6299		NELSON, BETH	Yes	No	No	07/09/2026	102.25
		111215	30904	Check	1	11580		NEXTPATH EDUCATION	Yes	No	No	07/09/2026	13,625.00
		111239	30905	Check	1	3449		NORTHERN DOOR & HARDWARE IN(	Yes	No	No	07/09/2026	7,600.00
		111274	30906	Check	1	9654		O'DONNELL SARAH	Yes	No	No	07/09/2026	506.78
		111228	30907	Check	1	1326		PAN O GOLD	Yes	No	No	07/09/2026	216.00
		111227	30908	Check	1	1289		PARK AVE FITNESS	Yes	No	No	07/09/2026	1,270.75
		111206	30909	Check	1	11039		PETERSON LINDSEY	Yes	No	No	07/09/2026	61.55
		111245	30910	Check	1	44930		PREMIERE THEATRES	Yes	No	No	07/09/2026	1,665.00
		111259	30911	Check	1	6748		PRICE, HARMONI	Yes	No	No	07/09/2026	935.98
		111216	30912	Check	1	11599		QUAVERED	Yes	No	No	07/09/2026	13,650.00
		111258	30913	Check	1	6402		REGENTS OF THE UNIVERSITY	Yes	No	No	07/09/2026	715.00
		111247	30914	Check	1	46824		RELIABLE INSURANCE AGENCY	Yes	No	No	07/09/2026	13,413.75
		111243	30915	Check	1	4115		RIESS, PAUL	Yes	No	No	07/09/2026	80.00
		111199	30916	Check	1	10542		RNR YARDWORKS LLC	Yes	No	No	07/09/2026	4,960.00
		111196	30917	Check	1	10060		SEESAW	Yes	No	No	07/09/2026	19,432.60
		111218	30918	Check	1	11615		SEYMOUR JOE	Yes	No	No	07/09/2026	300.00
		111233	30919	Check	1	2300		SHI INTERNATIONAL CORP	Yes	No	No	07/09/2026	195.61
		111214	30920	Check	1	11491		SOUTHWEST METRO DEAN LAKES E	Yes	No	No	07/09/2026	4,109.96
		111200	30921	Check	1	10643		SPEECH CORNER LLC	Yes	No	No	07/09/2026	190.92
		111249	30922	Check	1	53530		SUPER DUPER INC	Yes	No	No	07/09/2026	167.33
		111260	30923	Check	1	7518		SYCK, RODERICK	Yes	No	No	07/09/2026	117.01
		111275	30924	Check	1	9671		TECHCHECK	Yes	No	No	07/09/2026	161.32
		111222	30925	Check	1	11796		THE SCIENCE CREW	Yes	No	No	07/09/2026	1,095.00
		111203	30926	Check	1	10746		THE SMITH COMPANY	Yes	No	No	07/09/2026	1,580.00
		111248	30927	Check	1	4751		TKE ELEVATOR CORPORATION	Yes	No	No	07/09/2026	1,124.04
		111270	30928	Check	1	9268		UHL COMPANY INC	Yes	No	No	07/09/2026	1,181.00
		111252	30929	Check	1	5702		ULINE	Yes	No	No	07/09/2026	1,820.84
		111250	30930	Check	1	56350		UPPER LAKES FOODS	Yes	No	No	07/09/2026	11,605.50
		111212	30931	Check	1	11361		VESTIS	Yes	No	No	07/09/2026	432.18
		111207	30932	Check	1	11069		VITAMINK12 LLC	Yes	No	No	07/09/2026	1,000.00

Cloquet Public Schools

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 7/9/2026-7/31/2026 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	2	111264	30933	Check	1	8605		VOYAGER SOPRIS LEARNING	Yes	No	No	07/09/2026	21,747.00
		111253	30934	Check	1	57280		WANGEN, DAVID	Yes	No	No	07/09/2026	478.50
		111265	30935	Check	1	8634		WKLK WMOZ	Yes	No	No	07/09/2026	200.00
		111231	30936	Check	1	1978		ZELEZNIKAR, JODY	Yes	No	No	07/09/2026	1,520.18
								Bank Total: 2					$733,558.56
								Report Total:					$733,558.56

Cloquet School District
Treasurer's Report
2/28/2026

General Ledger Cash Balance

Beginning Balance	**1/31/2026**	**$666,839.64**
Vouchers Paid:		($1,407,966.79) (A)
Deposits:		$3,382,660.69 (B)
Journal Entries:		$817,966.50 (C)
Payroll:		($2,589,726.58) (D)
Ending Balance	**2/28/2026**	**$869,773.46**

Bank Balances (Accounts that tie to Cash in the GL)

MSDLAF	CHS	$729,893.75
US Bank Clearing Account	CHS	$0.00
MSDLAF	CMS	$130,512.63
US Bank Clearing Account	CMS	$0.00
MSDLAF	Flex	$28,920.66
US Bank Clearing Account	Flex	$0.00
MSDLAF Liquid Asset	General	$757,276.12
US Bank Disbursements	General	$0.00
US Bank Clearing Account	General	$150,482.66
Total of Accounts that Close to Cash		**$1,797,085.82**

Bank Reconciliation

Bank Balance	$1,797,085.82
Deposits Outstanding	$0.00
Accounts Payable Checks Outstanding	($346,799.80)
Accounts Payable Wires Outstanding	$0.00
Payroll Checks Outstanding	($5,042.42)
Third Party Payroll Wires Outstanding	($31,994.75)
Adjustments at the Bank but not in SMART	$26,200.71
Adjustments in SMART but not at the Bank	($569,676.10)
Adjustment for Clearing Differences	$0.00
General Ledger Cash Balance 2/28/2026	**$869,773.46**

Cloquet School District
Treasurer's Report
4/30/2026

General Ledger Cash Balance

Beginning Balance	**3/31/2026**	**$876,437.32**
Vouchers Paid:		($1,207,294.81) (A)
Deposits:		$4,530,149.71 (B)
Journal Entries:		($1,702,531.48) (C)
Payroll:		($2,569,878.01) (D)
Ending Balance	**4/30/2026**	**($73,117.27)**

Bank Balances (Accounts that tie to Cash in the GL)

MSDLAF	CHS	$755,061.20
US Bank Clearing Account	CHS	$0.00
MSDLAF	CMS	$135,102.04
US Bank Clearing Account	CMS	$0.00
MSDLAF	Flex	$269.15
US Bank Clearing Account	Flex	$0.00
MSDLAF Liquid Asset	General	$521,204.52
US Bank Disbursements	General	$0.00
US Bank Clearing Account	General	$18,779.38
Total of Accounts that Close to Cash		**$1,430,416.29**

Bank Reconciliation

Bank Balance	$1,430,416.29
Deposits Outstanding	$0.00
Accounts Payable Checks Outstanding	($183,541.64)
Accounts Payable Wires Outstanding	$0.00
Payroll Checks Outstanding	($157.67)
Third Party Payroll Wires Outstanding	($31,780.10)
Adjustments at the Bank but not in SMART	$915.42
Adjustments in SMART but not at the Bank	($1,288,969.57)
Adjustment for Clearing Differences	$0.00
General Ledger Cash Balance 4/30/2026	**($73,117.27)**

Cloquet School District
Treasurer's Report
3/31/2026

General Ledger Cash Balance

Beginning Balance	**2/28/2026**	**$869,773.46**
Vouchers Paid:		($1,254,976.87) (A)
Deposits:		$5,412,376.67 (B)
Journal Entries:		($1,537,420.70) (C)
Payroll:		($2,613,315.24) (D)
Ending Balance	**3/31/2026**	**$876,437.32**

Bank Balances (Accounts that tie to Cash in the GL)

MSDLAF	CHS	$741,068.44
US Bank Clearing Account	CHS	$0.00
MSDLAF	CMS	$132,357.70
US Bank Clearing Account	CMS	$0.00
MSDLAF	Flex	$19,731.05
US Bank Clearing Account	Flex	$0.00
MSDLAF Liquid Asset	General	$265,787.88
US Bank Disbursements	General	$0.00
US Bank Clearing Account	General	$1,137,048.67
Total of Accounts that Close to Cash		**$2,295,993.74**

Bank Reconciliation

Bank Balance	$2,295,993.74
Deposits Outstanding	$0.00
Accounts Payable Checks Outstanding	($99,703.08)
Accounts Payable Wires Outstanding	$0.00
Payroll Checks Outstanding	($256.55)
Third Party Payroll Wires Outstanding	($26,479.90)
Adjustments at the Bank but not in SMART	$414.32
Adjustments in SMART but not at the Bank	($1,293,531.21)
Adjustment for Clearing Differences	$0.00
General Ledger Cash Balance 3/31/2026	**$876,437.32**

Cloquet School District
Treasurer's Report
1/31/2026

General Ledger Cash Balance

Beginning Balance	**12/31/2025**	**($138,012.93)**
Vouchers Paid:		($1,747,792.21) (A)
Deposits:		$3,600,660.38 (B)
Journal Entries:		$1,434,683.00 (C)
Payroll:		($2,482,698.60) (D)
Ending Balance	**1/31/2026**	**$666,839.64**

Bank Balances (Accounts that tie to Cash in the GL)

MSDLAF	CHS	$727,659.72
US Bank Clearing Account	CHS	$0.00
MSDLAF	CMS	$129,546.50
US Bank Clearing Account	CMS	$0.00
MSDLAF	Flex	$3,826.08
US Bank Clearing Account	Flex	$0.00
MSDLAF Liquid Asset	General	$803,291.75
US Bank Disbursements	General	$0.00
US Bank Clearing Account	General	$11,204.15
Total of Accounts that Close to Cash		**$1,675,528.20**

Bank Reconciliation

Bank Balance	$1,675,528.20
Deposits Outstanding	$0.00
Accounts Payable Checks Outstanding	($446,300.09)
Accounts Payable Wires Outstanding	$0.00
Payroll Checks Outstanding	($272.22)
Third Party Payroll Wires Outstanding	($26,913.34)
Adjustments at the Bank but not in SMART	$0.00
Adjustments in SMART but not at the Bank	($535,202.91)
Adjustment for Clearing Differences	$0.00
General Ledger Cash Balance 1/31/2026	**$666,839.64**

Cloquet School District
Treasurer's Report
5/31/2026

General Ledger Cash Balance

Beginning Balance	**4/30/2026**	**($73,117.27)**
Vouchers Paid:		($1,217,557.43) (A)
Deposits:		$5,851,257.76 (B)
Journal Entries:		($294,239.83) (C)
Payroll:		($2,774,389.18) (D)
Ending Balance	**5/31/2026**	**$1,491,954.05**

Bank Balances (Accounts that tie to Cash in the GL)

MSDLAF	CHS	$758,145.09
US Bank Clearing Account	CHS	$0.00
MSDLAF	CMS	$135,906.63
US Bank Clearing Account	CMS	$0.00
MSDLAF	Flex	$20,140.04
US Bank Clearing Account	Flex	$0.00
MSDLAF Liquid Asset	General	$1,243,150.74
US Bank Disbursements	General	$0.00
US Bank Clearing Account	General	$49,278.36
Total of Accounts that Close to Cash		**$2,206,620.86**

Bank Reconciliation

Bank Balance	$2,206,620.86
Deposits Outstanding	$0.00
Accounts Payable Checks Outstanding	($134,044.19)
Accounts Payable Wires Outstanding	$0.00
Payroll Checks Outstanding	($157.67)
Third Party Payroll Wires Outstanding	($31,406.35)
Adjustments at the Bank but not in SMART	$165.00
Adjustments in SMART but not at the Bank	($549,223.60)
Adjustment for Clearing Difference	$0.00
General Ledger Cash Balance 5/31/2026	**$1,491,954.05**

INVESTMENTS
2025-2026 - FISCAL YEAR

DATE: APRIL 2026

INVESTMENT	INTEREST RATE	BANK	MATURITY DATE	INTEREST TO BE EARNED	MONTHLY INTEREST
$ 6,223,916.68	0.84%	MSDLAF MAX		0	$ 11,098.58
$ 722,219.97	1.69%	MN TRUST CD	3/19/2021	$ -	$ 6.52
$ 290,535.43	1.69%	Ehler's Investn SEC/DTC			$ 4.34
$ -	1.11%	MN TRUST			$ -
$ 1,521,197.84		TD AMERITRADE			$ 4,392.17
$ 8,757,869.92	- TOTAL INVESTMENT VALUE				$ 15,501.61
		TOTAL MONTHLY INTEREST			$ 15,501.61

YTD TOTAL INTEREST AS OF 4/30/2026 $ 69,245.99

$ 75,000.00 2024-2025 BUDGET

2024-2025 - FISCAL YEAR

$ 9,920,562.45 - TOTAL INVESTMENT VALUE 4/30/2025

$ 101,807.85 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

$ 177,201.02 - TOTAL INTEREST EARNED FOR FISCAL YR 2024-2025

INVESTMENTS: FUND 06 CONSTRUCTION
2025-2026 - FISCAL YEAR

DATE: APRIL 2026

INVESTMENT	INTEREST RATE	BANK		MATURITY DATE	INTEREST TO BE EARNED	MONTHLY INTEREST
$ -	0.00%	MN TRUST	CD		$ -	$ -
$ -	0.00%	MN TRUST	CD		$ -	
$ -	0.00%	MN TRUST	TS		$ -	$ -
$ -	0.00%	MN TRUST	TS		$ -	$ -
$ -		MN TRUST	SDA			$ -
$ -	0.00%	MN TRUST	SEC/DTC			
$ 42,585.44	0.87%	MN TRUST		Dividend Reinvest / Bank Fee		$ 124.46
		MN TRUST		Trade Int-Security Sale/DTC Maturity		$ -
$ 3,610,205.06		EHLERS / Ameritrade-LTFM				$ 6,296.81
$ -		EHLERS / Ameritrade CAP FAC				-
$ 3,652,790.50	- TOTAL CONSTRUCITON FUND INVESTMENT VALUE					
		TOTAL MONTHLY INTEREST				$ 6,421.27

YTD TOTAL INTEREST AS OF 4/30/2026 $ 143,933.57

$ 25,000.00 2025-2026 BUDGET

2024-2025 - FISCAL YEAR

$ 5,783,920.55 - TOTAL INVESTMENT VALUE 4/30/2025

$ 109,053.66 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

$ 118,111.95 - TOTAL INTEREST EARNED FOR FISCAL YR 2023-2025

INVESTMENTS: FUND 45 OPEB
2025-2026 - FISCAL YEAR

DATE: APRIL 2026

INVESTMENT	INTEREST RATE	BANK		MATURITY DATE	INTEREST TO BE EARNED	MONTHLY INTEREST
$ 2,115,618.79	1.76%	MN TRUST	CD	6/30/2020	$ 1,058.13	$ 5,912.59
$ -	1.46%	MN TRUST	CD	6/30/2020	$ 2,030.07	$ -
$ -	2.74%	MN TRUST	CD	9/28/2020	$ 26,217.16	$ -
$ -	1.86%	MN TRUST	CD	10/16/2020	$ 13,351.61	$ -
$ -	3.36%	MN TRUST	CD	12/7/2020	$ 15,762.88	$ -
$ -	2.83% - 3.04%	MN TRUST	CD	1/28/2021	$ 27,785.51	$ -
$ -	1.98% - 2.28%	MN TRUST	SEC/DTC			
$ -	0.87%	MN TRUST	Dividend Reinvest / Bank Fee			
		MN TRUST	Trade Interest-Security Sale / DTC			
$ 2,979,461.36		ASSOCIATED BANK	Dividend / BankFee / Interest			$ 4,659.54
$ -		MID AMERICA				$ -

$ 5,095,080.15 - TOTAL INVESTMENT VALUE

TOTAL MONTHLY INTEREST $ 10,572.13

YTD TOTAL INTEREST AS OF 4/30/2026 $ 139,077.69

$ 100,000.00 2025-2026 BUDGET

2024-2025 - FISCAL YEAR

$ 4,550,312.72 - TOTAL INVESTMENT VALUE 4/30/2025

$ 125,596.84 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

$ 103,530.64 - TOTAL INTEREST EARNED FOR FISCAL YR 2024-2025

INVESTMENTS
2025-2026 - FISCAL YEAR

DATE: MARCH 2026

INVESTMENT	INTEREST RATE	BANK	MATURITY DATE	MONTHLY INTEREST	
$ 4,527,867.30	1.10%	MSDLAF MAX		$ 8,363.71	
$ 722,213.45	1.69%	MN TRUST	CD	$ 6.80	
$ 289,691.99	1.69%	Ehler's Investment Partners-Debt Service Hold	SEC/DTC	$ -	
$ -	1.11%	MN TRUST			
$ 1,513,796.05		TD AMERITRADE		$ 2,433.48	
$ 7,053,568.79	- TOTAL INVESTMENT VALUE				
		TOTAL MONTHLY INTEREST		$ 10,803.99	
	YTD TOTAL INTEREST AS OF 3/31/2026			$ 53,744.38	
				$ 75,000.00	2025-2026 BUDGET

2024-2025 - FISCAL YEAR

$ 9,164,236.91	- TOTAL INVESTMENT VALUE 3/31/2025	$ 77,041.86	- TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH
		$ 177,201.02	- TOTAL INTEREST EARNED FOR FISCAL YR 2024-2025

INVESTMENTS: FUND 06 CONSTRUCTION

2025-2026 - FISCAL YEAR

DATE: MARCH 2026

INVESTMENT	INTEREST RATE	BANK		MATURITY DATE	INTEREST TO BE EARNED	MONTHLY INTEREST
$ -	0.00%	MN TRUST	CD		$ -	$ -
$ -	0.00%	MN TRUST	CD		$ -	
$ -	0.00%	MN TRUST	TS		$ -	$ -
$ -	0.00%	MN TRUST	TS		$ -	$ -
$ -		MN TRUST	SDA			$ -
$ -	0.00%	MN TRUST	SEC/DTC			
$ 42,460.98	1.11%	MN TRUST		Dividend Reinvest / Bank Fee		$ 129.24
		MN TRUST		Trade Int-Security Sale/DTC Maturity		$ -
$ 3,599,632.72		EHLERS / Ameritrade-Cap Fac				745.12
$ 3,642,093.70	- TOTAL CONSTRUCITON FUND INVESTMENT VALUE					
		TOTAL MONTHLY INTEREST				$ 874.36

YTD TOTAL INTEREST AS OF 3/31/2026 $ 137,512.30

$ 25,000.00 2025-2026 BUDGET

2024-2025 - FISCAL YEAR

$ 5,764,433.10 - TOTAL INVESTMENT VALUE 3/31/2025

$ 102,734.28 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

$ 118,111.95 - TOTAL INTEREST EARNED FOR FISCAL YR 2024-2025

INVESTMENTS: FUND 45 OPEB
2025-2026 - FISCAL YEAR

DATE: MARCH 2026

INVESTMENT	INTEREST RATE	BANK		MATURITY DATE	INTEREST TO BE EARNED	MONTHLY INTEREST
$ 2,109,706.20	1.36%	MN TRUST	CD	3/6/2020	$ -	$ 5,359.44
$ -	1.76%	MN TRUST	CD	6/30/2020		$ -
$ -	1.46%	MN TRUST	CD	6/30/2020		$ -
$ -	2.74%	MN TRUST	CD	9/28/2020		$ -
$ -	1.86%	MN TRUST	CD	10/16/2020		$ -
$ -	3.36%	MN TRUST	CD	12/7/2020		$ -
$ -	2.83% - 3.04%	MN TRUST	CD	1/28/2021		$ -
$ -	1.98% - 2.28%	MN TRUST	SEC/DTC			
	1.50%	MN TRUST		Dividend Reinvest / Bank Fee		$ -
		MN TRUST		Trade Interest-Security Sale / DTC		$ -
$ 2,824,626.91		ASSOCIATED BANK		Dividend / BankFee / Interest		$ 8,746.77
$ -		MID AMERICA				$ -

$ 4,934,333.11 - TOTAL INVESTMENT VALUE

TOTAL MONTHLY INTEREST $ 14,106.21

YTD TOTAL INTEREST AS OF 3/31/2026 $ 128,505.56

$ 100,000.00 2025-2026 BUDGET

2024-2025 - FISCAL YEAR

$ 4,537,811.48 - TOTAL INVESTMENT VALUE 3/31/2025

$ 118,687.17 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

$ 103,530.64 - TOTAL INTEREST EARNED FOR FISCAL YR 2024-2025

INVESTMENTS
2025-2026 - FISCAL YEAR

DATE: FEBRUARY 2026

INVESTMENT	INTEREST RATE	BANK		MATURITY DATE	INTEREST TO BE EARNED	MONTHLY INTEREST
$ 288,899.93	0.00%	Ehler's Investment Partners-Debt Servic			$ -	$ 587.07
$ 1,508,968.62	0.00%	TD Ameritrade			$ -	$ 8,832.02
$ 2,990,132.58	1.59%	MSD MAX			DAILY	$ 9,035.24
$ 4,788,001.13	SUB TOTAL LIQUID ASSET FUNDS					
$ 722,206.65	1.69%	MN TRUST	CD	3/19/2021	$ 3,692.31	$ 6.16
$ 5,510,207.78	- TOTAL INVESTMENT VALUE					$ 18,460.49
		TOTAL MONTHLY INTEREST				$ 18,460.49
	YTD TOTAL INTEREST AS OF 2/28/26				$ 42,940.39	
					$ 75,000.00	2025-2026 BUDGET

2024-2025 - FISCAL YEAR

$ 9,117,055.44	- TOTAL INVESTMENT VALUE 2/28/2025	$ 52,160.76	- TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH
		$ 177,201.02	- TOTAL INTEREST EARNED FOR FISCAL YR 2024-2025

INVESTMENTS: FUND 06 CONSTRUCTION
2025-2026 - FISCAL YEAR

DATE: FEBRUARY 2026

INVESTMENT	INTEREST RATE	BANK	MATURITY DATE	INTEREST TO BE EARNED	MONTHLY INTEREST
$ 42,331.74	1.50%	MN TRUST	Dividend Reinvest / Bank Fee	$	117.50
		MN TRUST	Trade Int-Security Sale/DTC Maturity	$	-
$ 3,594,354.89		EHLERS / Ameritrade Capital Facilities		$	8,228.72
$ 3,636,686.63	- TOTAL CONSTRUCITON FUND INVESTMENT VALUE				
		TOTAL MONTHLY INTEREST		$	8,346.22

YTD TOTAL INTEREST AS OF 2/29/26 $ 136,637.94

$ 25,000.00 2025-2026 BUDGET

2024-2025 - FISCAL YEAR

$ 5,747,792.50 - TOTAL INVESTMENT VALUE 2/28/2025

$ 86,093.68 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

$ 118,111.95 - TOTAL INTEREST EARNED FOR FISCAL YR 2024-2025

INVESTMENTS: FUND 45 OPEB
2025-2026 - FISCAL YEAR

DATE: FEBRUARY 2026

INVESTMENT	INTEREST RATE	BANK		MATURITY DATE	INTEREST TO BE EARNED	MONTHLY INTEREST
$ 2,104,346.76	0.10%	MN TRUST	CD		$ -	$ 5,978.66
$ -	0.36%	MN TRUST	CD			
$ -	0.93%	MN TRUST	CD			
$ -	0.60%	MN TRUST	CD			
$ -	0.87%	MN TRUST	CD			
$ -	1.10%	MN TRUST	CD			
$ -	1.36%	MN TRUST	CD			
$ -	0.10%	MN TRUST	CD			
$ -	0.25%	MN TRUST	SEC/DTC			
$ 2,925,343.07		ASSOCIATED BANK		Dividend / BankFee / Interest		$ 4,469.52
$ -		MID AMERICA				$ -

$ 5,029,689.83 - TOTAL INVESTMENT VALUE

TOTAL MONTHLY INTEREST $ 10,448.18

YTD TOTAL INTEREST AS OF 2/28/26 $ 114,399.35

$ 100,000.00 2025-2026 BUDGET

2024-2025 - FISCAL YEAR

$ 4,615,147.75 - TOTAL INVESTMENT VALUE 2/28/2025

$ 113,634.73 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

$ 103,530.64 - TOTAL INTEREST EARNED FOR FISCAL YR 2024-2025

INVESTMENTS
2025-2026 - FISCAL YEAR

DATE: JANUARY 2026

INVESTMENT	INTEREST RATE	BANK	MATURITY DATE	INTEREST TO BE EARNED	MONTHLY INTEREST
$ 288,312.86	0.00%	Ehler's Investment Partners-Debt Servi		$ -	$ 2,140.76
$ 1,506,272.29	0.00%	TD Ameritrade		$ -	$ 2,878.42
$ 3,823,935.65	1.64%	MSD MAX		DAILY	$ 18,512.05
$ 5,618,520.80	SUB TOTAL LIQUID ASSET FUNDS				
$ 722,200.49	1.57%	MN TRUST			$ 6.78
$ 6,340,721.29	- TOTAL INVESTMENT VALUE				$ 23,538.01
		CHECKING ACCOUNT/MSDLAF LIQUID CLASS INTEREST & FEES			$ 941.89
		TOTAL MONTHLY INTEREST			$ 24,479.90
	YTD TOTAL INTEREST AS OF 1/31/26			$ 24,479.90	
				$ 75,000.00	2025-2026 BUDGET

2024-2025 - FISCAL YEAR

$ 8,710,749.58	- TOTAL INVESTMENT VALUE 1/31/2025	$ 33,666.79	- TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH
		$ 177,201.02	- TOTAL INTEREST EARNED FOR FISCAL YR 2024-2025

INVESTMENTS: FUND 06 CONSTRUCTION
2025-2026 - FISCAL YEAR

DATE: JANUARY 2026

INVESTMENT	INTEREST RATE	BANK		MATURITY DATE	INTEREST TO BE EARNED	MONTHLY INTEREST
$ -	0.00%	MN TRUST	CD		$ -	$ -
$ -	0.00%	MN TRUST	CD		$ -	
$ -	0.00%	MN TRUST	TS		$ -	$ -
$ -	0.00%	MN TRUST	TS		$ -	$ -
$ -		MN TRUST	SDA			$ -
$ -	0.00%	MN TRUST	SEC/DTC			
$ 42,214.24	1.57%	MN TRUST		Dividend Reinvest / Bank Fee		$ 149.42
		MN TRUST		Trade Int-Security Sale/DTC Maturity		$ -
$ 3,586,126.17		EHLERS / Ameritrade				$ 3,990.90

$ 3,628,340.41 - TOTAL CONSTRUCITON FUND INVESTMENT VALUE

TOTAL MONTHLY INTEREST $ 4,140.32

YTD TOTAL INTEREST AS OF 1/31/26 $ 128,291.72

$ 25,000.00 2025-2026 BUDGET

2024-2025 - FISCAL YEAR

$ 5,730,843.13 - TOTAL INVESTMENT VALUE 1/31/2025

$ 80,902.94 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

$ 118,111.95 - TOTAL INTEREST EARNED FOR FISCAL YR 2024-2025

INVESTMENTS: FUND 45 OPEB
2025-2026 - FISCAL YEAR

DATE: JANUARY 2026

INVESTMENT	INTEREST RATE	BANK		MATURITY DATE	INTEREST TO BE EARNED	MONTHLY INTEREST
$ 2,098,368.10	0.03%	MN TRUST	CD		$ -	$ 6,145.83
$ -	0.15%	MN TRUST	CD	10/31/2024	$ 10,480.15	$ -
$ -	0.15%	MN TRUST	CD	10/31/2025	$ 8,245.83	$ -
$ -	0.11%	MN TRUST	CD		$ 1,058.13	$ -
$ -	0.09%	MN TRUST	CD		$ 26,217.16	$ -
$ -	0.09%	MN TRUST	CD		$ 13,351.61	$ -
$ -	0.09%	MN TRUST	CD		$ 15,762.88	$ -
$ -	0.10%	MN TRUST		Dividend Reinvest / Bank Fee		
	0.25%	MN TRUST		Trade Interest-Security Sale / DTC		$ -
$ -						
$ 2,912,364.17		ASSOCIATED BANK		Dividend / BankFee / Interest		$ 94.98
$ -		MID AMERICA				$ -

$ 5,010,732.27 - TOTAL INVESTMENT VALUE

TOTAL MONTHLY INTEREST $ 6,240.81

YTD TOTAL INTEREST AS OF 1/31/26 $ 103,951.17

$ 100,000.00 2025-2026 BUDGET

2024-2025 - FISCAL YEAR

$ 4,612,641.92 - TOTAL INVESTMENT VALUE 1/31/2025

$ 104,255.06 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

$ 103,530.64 - TOTAL INTEREST EARNED FOR FISCAL YR 2024-2025

INVESTMENTS
2025-2026 - FISCAL YEAR

DATE: MAY 2026

INVESTMENT	INTEREST RATE	BANK	MATURITY DATE	INTEREST TO BE EARNED	MONTHLY INTEREST
$ 6,510,186.42	0.40%	MSDLAF MAX		DAILY	$ 15,297.59
$ 793,002.76	1.69%	MN TRUST CD			$ 1,925.29
$ 291,394.49	1.69%	Ehler's Investn SEC/DTC			$ -
$ -	0.41%	MN TRUST			$ -
$ 1,523,984.54		TD AMERITRADE			$ 2,786.70
$ 9,118,568.21	- TOTAL INVESTMENT VALUE				$ 20,009.58
		TOTAL MONTHLY INTEREST			$ 20,009.58
	YTD TOTAL INTEREST AS OF 5/31/2026			$ 89,255.57	
				$ 75,000.00	2025-2026 BUDGET

2024-2025 - FISCAL YEAR

$ 11,046,658.42	- TOTAL INVESTMENT VALUE 5/31/2025	$ 179,248.07	- TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH
		$ 230,846.07	- TOTAL INTEREST EARNED FOR FISCAL YR 2024-2025

INVESTMENTS: FUND 45 OPEB
2025-2026 - FISCAL YEAR

DATE: MAY 2026

INVESTMENT	INTEREST RATE	BANK	MATURITY DATE	INTEREST TO BE EARNED	MONTHLY INTEREST
$ 2,121,332.04	1.76%	MN TRUST CD			$ 5,713.25
$ 3,065,606.21		ASSOCIATED BANK	Dividend / BankFee / Interest		$ 2,957.39
$ -		MID AMERICA			$ -

$ 5,186,938.25 - TOTAL INVESTMENT VALUE

TOTAL MONTHLY INTEREST $ 8,670.64

YTD TOTAL INTEREST AS OF 5/31/2026 $ 147,748.33

$ 100,000.00 2025-2026 BUDGET

2024-2025 - FISCAL YEAR

$ 4,336,667.63 - TOTAL INVESTMENT VALUE 5/31/2025

$ 249,329.08 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

$ 224,305.49 - TOTAL INTEREST EARNED FOR FISCAL YR 2024-2025

INVESTMENTS: FUND 06 CONSTRUCTION

2025-2026 - FISCAL YEAR

DATE: MAY 2026

INVESTMENT	INTEREST RATE	BANK		MATURITY DATE	INTEREST TO BE EARNED	MONTHLY INTEREST
$ -	0.00%	MN TRUST	CD		$ -	$ -
$ -	0.00%	MN TRUST	CD		$ -	
$ -	0.00%	MN TRUST	TS		$ -	$ -
$ -	0.00%	MN TRUST	TS		$ -	$ -
$ -		MN TRUST	SDA			$ -
$ -	0.00%	MN TRUST	SEC/DTC			
$ 42,713.88	0.41%	MN TRUST		Dividend Reinvest / Bank Fee		$ 128.44
		MN TRUST		Trade Int-Security Sale/DTC Maturity		$ -
$ 3,620,601.96		EHLERS / Ameritrade-LTFM				$ 24,034.10
$ -		EHLERS / Ameritrade CAP FAC				-
$ -						
$ 3,663,315.84	- TOTAL CONSTRUCITON FUND INVESTMENT VALUE					
		TOTAL MONTHLY INTEREST				$ 24,162.54

YTD TOTAL INTEREST AS OF 5/31/2026 $ 168,096.11

$ 25,000.00 2025-2026 BUDGET

2024-2025 - FISCAL YEAR

$ 39,219.72 - TOTAL INVESTMENT VALUE 5/31/2025

$ 37,520.63 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

$ 46,406.18 - TOTAL INTEREST EARNED FOR FISCAL YR 2024-2025

Activity Details

ACCOUNT NAME	General Fund
INVESTMENT TYPE DESC	MSDLAF+ Liquid Class
TRADE DATE	Jun 29, 2026
SETTLEMENT DATE	Jun 29, 2026
TRANS DESC	Exchange from MSDLAF+ MAX Class to MSDLAF+ Liquid Class
TRANSACTION TYPE	Exchange Purchase
QUANTITY OF SHARES	1,500,000.00
SHARE PRICE	$1.00
TOTAL AMOUNT	$1,500,000.00

CLOQUET PUBLIC SCHOOLS
ISD 94 • Cloquet, MN 55720 • www.isd94.org

Central Administration 302 14th St 218.879.6721
Cloquet Senior High School 1000 18th St 218.879.3393
Cloquet Middle School 2001 Washington Ave 218.879.3328
Churchill Elementary School 515 Granite St 218.879.3308
Washington Elementary School 801 12th St. 218.879.3369
Cloquet Area Alternative Education 302 14th St 218.879.0115
Community Education 2001 Washington Ave 218.879.1261

MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: June 29, 2026

RE: **RECOMMENDATION FOR EMPLOYMENT**

I am recommending the employment of Emily Brown as a 1.0 Special Education Teacher at the Cloquet Area Alternative Education Program for the 2026-2027 school year.

RATE OF PAY:	MA +10 Step 10
TOTAL COST:	Per Contract
HOURS TO BE WORKED:	Monday - Friday
STARTING DATE:	August 24, 2026
LENGTH OF CONTRACT:	2026-2027 School Year
POSTED:	Yes
REASON FOR HIRE:	Vacancy

(Employment is contingent upon Cloquet School Board approval)

CLOQUET PUBLIC SCHOOLS
ISD 94 • Cloquet, MN 55720 • www.isd94.org

Central Administration 302 14th St 218.879.6721
Cloquet Senior High School 1000 18th St 218.879.3393
Cloquet Middle School 2001 Washington Ave 218.879.3328
Churchill Elementary School 515 Granite St 218.879.3308
Washington Elementary School 801 12th St. 218.879.3369
Cloquet Area Alternative Education 302 14th St 218.879.0115
Community Education 2001 Washington Ave 218.879.1261

MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: July 9, 2026

RE: **RECOMMENDATION FOR EMPLOYMENT**

I am recommending the employment of Joshua Belden as a 1.0 FTE DCD S/P at the Cloquet High School for the 2026-2027 school year.

RATE OF PAY:	BA Step 3
TOTAL COST:	Per Contract
HOURS TO BE WORKED:	Monday - Friday
STARTING DATE:	August 24, 2026
LENGTH OF CONTRACT:	2026-2027 School Year
POSTED:	Yes
REASON FOR HIRE:	Vacancy
STAR CODE:	199804

(Employment is contingent upon Cloquet School Board approval)

Northern Lights Academy Cooperative #6096-52
302 14th Street ~ Cloquet MN 55820
Office Phone ~ 218-878-3060
Fax ~ 218-878-3061

Barb Mackey, Asst. Special Education Director
bmackey@nlacoop.org

TO: Dr. Michael Cary, Cloquet Superintendent
FROM: Barb Mackey, Northern Lights Academy Assistant Special Education Director
DATE: June 25, 2026
RE: Recommendation for Employment

I am recommending the employment of Ms. Francesca Shevich for one posted paraprofessional positions at Northern Lights Academy Cooperative #6096-52 for the 2026-2027 school year.

RATE OF PAY:	Step 1 of the Master Agreement
TOTAL COST:	$20.01 per hour (based on the 24-26 contract - will update the rate when negotiations is completed)
HOURS TO BE WORKED:	6.75 hours/day (Monday-Friday)
START DATE:	August 31st, 2026
LENGTH OF CONTRACT:	On going
BUDGETED CURRENT YEAR:	Yes
POSTED:	Yes, internally and externally.

RATIONALE FOR HIRE:

NLA is recommending Ms. Shevich to fill one of the open paraprofessional positions at the Northern Lights Academy. Ms. Shevich has excellent references and experience. We are excited to have her work with our students!

Ms. Shevich understands that her continued employment is contingent on becoming highly qualified in the first 30 days of her employment.

(Employment is contingent upon Cloquet School Board approval.)

From the Desk of:

Paul Riess
Activities Director
Cloquet Senior High School
1000 18th Street
Cloquet, MN 55720
Phone: 218-879-3393
Fax: 218-879-6494

To: Mary Marciniak, Superintendent Cary, School Board
From: Paul Riess- Activities Director
Re: Football Assistant Coaches

Please approve the names for football assistant coaches that had not yet been filled when other fall names were submitted.

- Dane Mason (B Team Assistant Coach)– 8/17/26-11/28/26, $2893
- Matt Solberg (Volunteer)- 8/17/26-11/28/26

If anyone has any questions regarding this recommendation, please feel free to call me.

PR

CLOQUET PUBLIC SCHOOLS

Independent School District No. 94
Cloquet, Minnesota 55720

Central Administration
302 14th Street • 218-879-6721 • FAX-879-6724
Cloquet Senior High School
1000 18th Street • 218-879-3393 • FAX-879-6494
Cloquet Middle School
2001 Washington Avenue • 218-879-3328 • FAX-879-4175
Churchill Elementary School
515 Granite Street • 218-879-3308 • FAX-879-7034
Washington Elementary School
801 12th Street • 218-879-3369 • FAX-879-3360
Community Education
2001 Washington Avenue • 218-879-1261 • FAX-878-3013
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX-879-6941
http://www.isd94.org

To: Cloquet School Board

From: Dr. Michael Cary, Superintendent

Date: July 6, 2026

Reason: Extra Service Contracts for Type III Vehicle Maintenance Coordinator

Name	Activity	Amount ($)
Joseph Hedman	Type III Bus Driver Certification Coordinator	$500.00
Joseph Hedman	District Type III Fleet Maintenance Manager	$500.00

MC:mjm

CLOQUET PUBLIC SCHOOLS

Independent School District No. 94
Cloquet, Minnesota 55720

Central Administration
302 14th Street • 218-879-6721 • FAX-879-6724
Cloquet Senior High School
1000 18th Street • 218-879-3393 • FAX-879-6494
Cloquet Middle School
2001 Washington Avenue • 218-879-3328 • FAX-879-4175
Churchill Elementary School
515 Granite Street • 218-879-3308 • FAX-879-7034
Washington Elementary School
801 12th Street • 218-879-3369 • FAX-879-3360
Community Education
2001 Washington Avenue • 218-879-1261 • FAX-878-3013
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX-879-6941
http://www.isd94.org

6 July 2026

To: Dr. Michael Cary, Superintendent

From: Teresa Angell, AIE Program Director

RE: Permission to post for 1.0FTE Elementary Ojibwe Language Teacher

For your consideration and approval, I am requesting permission to post internally and externally for a 1.0FTE Elementary Ojibwe Language Teacher. This is a new position funded through the Native Language Revitalization grant for the next two years.

The goal is to expand our current Ojibwe language offerings and provide all elementary students with opportunities to learn Ojibwe Language.

I can be available at the next board meeting to address any questions you may have.

CC: Robbi Mondati
Jenny Holms

CLOQUET PUBLIC SCHOOLS

Independent School District No. 94
Cloquet, Minnesota 55720

Central Administration
302 14th Street • 218-879-6721 • FAX-879-6724
Cloquet Senior High School
1000 18th Street • 218-879-3393 • FAX-879-6494
Cloquet Middle School
2001 Washington Avenue • 218-879-3328 • FAX-879-4175
Churchill Elementary School
515 Granite Street • 218-879-3308 • FAX-879-7034
Washington Elementary School
801 12th Street • 218-879-3369 • FAX-879-3360
Community Education
2001 Washington Avenue • 218-879-1261 • FAX-878-3013
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX-879-6941
http://www.isd94.org

30 June 2026

To: Dr. Michael Cary, Superintendent

From: Teresa Angell, AIE Program Director

RE: Permission to post for .1FTE Intervention Support Coach

For your consideration and approval, I am requesting permission to post internally for a .1FTE Intervention Support Coach. This is a new position that is added in year two of the 2025-2028 Cloquet's Achievement & Integration Plan as an amendment to help provide mentorship to the Integrated Learning teachers at the middle and high school.

The narrative to this strategy includes improved student engagement, intervention fidelity and academic success for student servicing intervention services through adding this role.

I can be available at the next board meeting to address any questions you may have. 100% funding for this position is paid out of Achievement and Integration 01-005-605-000-313-143.

CC: Tom Lenarz
Steve Battaglia

MARSS DISTRICT ADM SERVED REPORT

Cloquet Public School District (0094-01) | USING EOY DATA | Edited: 07/08/2026 11:21:35 AM
ALL SCHOOLS (000) | SCHOOL YEAR 2025-2026 | Printed: 07/08/2026 1:45:51 AM
Report from MARSS AB FILES

This report represents data at a preliminary stage and will differ from the state's final verification report.*

						---------Nonresidents---------					Shared Time							
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Grade	Pupil Unit Weight	Inst Days	Length of Day	Residents	Enrollment Options	Tuition	Ineleigible	Tribal Contract/ Grant	Aid	Tuition	Private Contract	Non-Public/ Non-MN	Total Served	Adjusted E+F	% ATT	Count of Students in Column N	Extended ADM
EC	1.00			30.46	.28	10.23							40.97	30.74	32.00	154	
KG	.55			8.00	4.00								12.00	12.00	92.20	12	
KG	1.00			110.54	33.84								144.38	144.38	91.60	151	
01	1.00			121.24	28.34				.08				149.66	149.58	93.70	158	.96
02	1.00			136.19	30.33				.21				166.73	166.52	92.70	175	.75
03	1.00			137.30	35.14				.33				172.77	172.44	92.90	179	.84
04	1.00			149.67	36.90				.31				186.88	186.57	92.50	190	.93
05	1.00			105.14	36.86								142.00	142.00	93.70	147	.42
06	1.00			149.47	38.41								187.88	187.88	92.10	196	
07	1.20			148.83	33.54								182.37	182.37	90.80	187	
08	1.20			143.78	39.68								183.46	183.46	92.00	188	.18
09	1.20			150.69	51.68								202.37	202.37	90.40	212	
10	1.20			143.98	40.04				.57				184.59	184.02	88.50	203	.66
11	1.20			144.95	38.95								183.90	183.90	85.80	209	1.87
11P	1.20			13.17	2.47								15.64	15.64		28	
12	1.20			105.44	29.63								135.07	135.07	84.80	167	2.03
12P	1.20			15.07	4.97								20.04	20.04		66	
EC				30.46	.28	10.23							40.97	30.74	32.00		
KG				8.00	4.00								12.00	12.00	92.20		
KG				110.54	33.84								144.38	144.38	91.60		
01-03				394.73	93.81				.62				489.16	488.54	93.10		2.55
04-06				404.28	112.17				.31				516.76	516.45	92.70		1.35
07-08				292.61	73.22								365.83	365.83	91.40		.18
09-12				573.30	167.74				.57				741.61	741.04	87.60		4.56
TOTAL ADM				1813.92	485.06	10.23			1.50				2310.71	2298.98	90.10		
TOTAL WADM				1983.50	531.45	10.23			1.61				2526.80	2514.95	98.30		

MARSS records with local errors are excluded from this report and records with either local or statewide errors will be excluded from reports produced by the state.
The ADM included on this report is capped at 1.0. Consider this ADM preliminary because the actual ADM calculation requires all of a given student's MARSS enrollment records to be accurate.
The ADM that is provided on the District/School ADM Report that is posted to the web takes precedence over the ADM contained in this report.

Cloquet Public School District (0094-01) | USING EOY DATA | Edited: 07/08/2026 11:21:35 AM
Cloquet Extended School Year (006) | SCHOOL YEAR 2025-2026 | Printed: 07/08/2026 1:45:51 AM
Report from MARSS AB FILES

This report represents data at a preliminary stage and will differ from the state's final verification report.*

					|Nonresidents|			|Shared Time|							
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Grade	Pupil Unit Weight	Inst Days	Length of Day	Residents	Enrollment Options	Tuition	Ineleigible	Tribal Contract/ Grant	Aid	Tuition	Private Contract	Non-Public/ Non-MN	Total Served	Adjusted E+F	% ATT	Count of Students in Column N	Extended ADM
01	1.00	12	240													1	
03	1.00	12	240													2	
04	1.00	12	240													1	
05	1.00	12	240													1	
09	1.20	12	240													2	
11	1.20	12	240													2	

01-03
04-06
09-12

TOTAL ADM

TOTAL WADM

MARSS records with local errors are excluded from this report and records with either local or statewide errors will be excluded from reports produced by the state.
The ADM included on this report is capped at 1.0. Consider this ADM preliminary because the actual ADM calculation requires all of a given student's MARSS enrollment records to be accurate.
The ADM that is provided on the District/School ADM Report that is posted to the web takes precedence over the ADM contained in this report.

This report represents data at a preliminary stage and will differ from the state's final verification report.*

						---------Nonresidents---------					Shared Time							
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Grade	Pupil Unit Weight	Inst Days	Length of Day	Residents	Enrollment Options	Tuition	Ineleigible	Tribal Contract/ Grant	Aid	Tuition	Private Contract	Non-Public/ Non-MN	Total Served	Adjusted E+F	% ATT	Count of Students in Column N	Extended ADM
KA	1.00	163	385	46.67	14.84								61.51	61.51	92.30	65	
KB	.55	81	385	8.00	4.00								12.00	12.00	92.20	12	
01	1.00	165	385	51.24	11.00								62.24	62.24	94.40	65	
02	1.00	165	385	55.67	16.00								71.67	71.67	92.00	73	
03	1.00	165	385	56.90	14.11								71.01	71.01	93.30	73	
04	1.00	165	385	60.35	19.90								80.25	80.25	91.60	82	
KG				8.00	4.00								12.00	12.00	92.20		
KG				46.67	14.84								61.51	61.51	92.30		
01-03				163.81	41.11								204.92	204.92	93.20		
04-06				60.35	19.90								80.25	80.25	91.60		
TOTAL ADM				278.83	79.85								358.68	358.68	92.60		
TOTAL WADM				275.23	78.05								353.28	353.28	91.20		

MARSS records with local errors are excluded from this report and records with either local or statewide errors will be excluded from reports produced by the state.
The ADM included on this report is capped at 1.0. Consider this ADM preliminary because the actual ADM calculation requires all of a given student's MARSS enrollment records to be accurate.
The ADM that is provided on the District/School ADM Report that is posted to the web takes precedence over the ADM contained in this report.

This report represents data at a preliminary stage and will differ from the state's final verification report.*

						Nonresidents				Shared Time								
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Grade	Pupil Unit Weight	Inst Days	Length of Day	Residents	Enrollment Options	Tuition	Ineleigible	Tribal Contract/ Grant	Aid	Tuition	Private Contract	Non-Public/ Non-MN	Total Served	Adjusted E+F	% ATT	Count of Students in Column N	Extended ADM
06	1.00	165	380	.40									.40	.40	90.00	1	
07	1.20	165	380	1.36									1.36	1.36	58.80	2	
08	1.20	165	380	2.78	1.58								4.36	4.36	66.30	7	.18
09	1.20	165	380	8.25	1.94								10.19	10.19	74.00	17	
10	1.20	165	380	7.18	3.29								10.47	10.47	65.00	18	.21
11	1.20	165	380	15.02	5.29								20.31	20.31	68.20	37	.48
11P	1.20	165	380	.09	.10								.19	.19		3	
12	1.20	165	380	10.24	5.77								16.01	16.01	61.70	33	.48
12P	1.20	165	380	.17	.09								.26	.26		11	
04-06				.40									.40	.40	90.00		
07-08				4.14	1.58								5.72	5.72	64.60		.18
09-12				40.95	16.48								57.43	57.43	66.80		1.17
TOTAL ADM				45.49	18.06								63.55	63.55	66.70		
TOTAL WADM				54.51	21.67								76.18	76.18	80.00		

MARSS records with local errors are excluded from this report and records with either local or statewide errors will be excluded from reports produced by the state.
The ADM included on this report is capped at 1.0. Consider this ADM preliminary because the actual ADM calculation requires all of a given student's MARSS enrollment records to be accurate.
The ADM that is provided on the District/School ADM Report that is posted to the web takes precedence over the ADM contained in this report.

This report represents data at a preliminary stage and will differ from the state's final verification report.*

						Nonresidents				Shared Time								
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Grade	Pupil Unit Weight	Inst Days	Length of Day	Residents	Enrollment Options	Tuition	Ineleigible	Tribal Contract/ Grant	Aid	Tuition	Private Contract	Non-Public/ Non-MN	Total Served	Adjusted E+F	% ATT	Count of Students in Column N	Extended ADM
01	1.00	28	240												92.70	19	.96
02	1.00	28	240	.06									.06	.06	88.90	18	.75
03	1.00	28	240	.06									.06	.06	81.10	26	.84
04	1.00	28	240												72.00	24	.93
05	1.00	28	240												76.20	7	.42
01-03				.12									.12	.12	87.60		2.55
04-06															73.30		1.35
TOTAL ADM				.12									.12	.12	82.80		
TOTAL WADM				.12									.12	.12	82.80		

MARSS records with local errors are excluded from this report and records with either local or statewide errors will be excluded from reports produced by the state.
The ADM included on this report is capped at 1.0. Consider this ADM preliminary because the actual ADM calculation requires all of a given student's MARSS enrollment records to be accurate.
The ADM that is provided on the District/School ADM Report that is posted to the web takes precedence over the ADM contained in this report.

This report represents data at a preliminary stage and will differ from the state's final verification report.*

						Nonresidents				Shared Time								
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Grade	Pupil Unit Weight	Inst Days	Length of Day	Residents	Enrollment Options	Tuition	Ineleigible	Tribal Contract/ Grant	Aid	Tuition	Private Contract	Non-Public/ Non-MN	Total Served	Adjusted E+F	% ATT	Count of Students in Column N	Extended ADM
KA	1.00	165	385	63.87	19.00								82.87	82.87	91.10	86	
01	1.00	165	385	70.00	17.34								87.34	87.34	93.30	90	
02	1.00	165	385	80.46	14.33								94.79	94.79	93.30	99	
03	1.00	165	385	80.34	21.03								101.37	101.37	92.70	104	
04	1.00	165	385	89.32	17.00								106.32	106.32	93.40	109	
KG				63.87	19.00								82.87	82.87	91.10		
01-03				230.80	52.70								283.50	283.50	93.10		
04-06				89.32	17.00								106.32	106.32	93.40		
TOTAL ADM				383.99	88.70								472.69	472.69	92.80		
TOTAL WADM				383.99	88.70								472.69	472.69	92.80		

MARSS records with local errors are excluded from this report and records with either local or statewide errors will be excluded from reports produced by the state.
The ADM included on this report is capped at 1.0. Consider this ADM preliminary because the actual ADM calculation requires all of a given student's MARSS enrollment records to be accurate.
The ADM that is provided on the District/School ADM Report that is posted to the web takes precedence over the ADM contained in this report.

MARSS DISTRICT ADM SERVED REPORT

Cloquet Public School District (0094-01) | USING EOY DATA | Edited: 07/08/2026 11:21:35 AM
Cloquet Early Childhood Education (106) | SCHOOL YEAR 2025-2026 | Printed: 07/08/2026 1:45:51 AM
Report from MARSS AB FILES

This report represents data at a preliminary stage and will differ from the state's final verification report.*

						Nonresidents				Shared Time								
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Grade	Pupil Unit Weight	Inst Days	Length of Day	Residents	Enrollment Options	Tuition	Ineleigible	Tribal Contract/ Grant	Aid	Tuition	Private Contract	Non-Public/ Non-MN	Total Served	Adjusted E+F	% ATT	Count of Students in Column N	Extended ADM
EC	1.00	261	0	30.46	.28	10.23							40.97	30.74	32.00	154	
EC				30.46	.28	10.23							40.97	30.74	32.00		
TOTAL ADM				30.46	.28	10.23							40.97	30.74	32.00		
TOTAL WADM				30.46	.28	10.23							40.97	30.74	32.00		

MARSS records with local errors are excluded from this report and records with either local or statewide errors will be excluded from reports produced by the state.
The ADM included on this report is capped at 1.0. Consider this ADM preliminary because the actual ADM calculation requires all of a given student's MARSS enrollment records to be accurate.
The ADM that is provided on the District/School ADM Report that is posted to the web takes precedence over the ADM contained in this report.

This report represents data at a preliminary stage and will differ from the state's final verification report.*

						Nonresidents				Shared Time								
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Grade	Pupil Unit Weight	Inst Days	Length of Day	Residents	Enrollment Options	Tuition	Ineleigible	Tribal Contract/ Grant	Aid	Tuition	Private Contract	Non-Public/ Non-MN	Total Served	Adjusted E+F	% ATT	Count of Students in Column N	Extended ADM
01	1.00	165	382						.08				.08			3	
02	1.00	165	382						.21				.21			2	
03	1.00	165	382						.33				.33			1	
04	1.00	165	380						.31				.31			1	
01-03									.62				.62				
04-06									.31				.31				
TOTAL ADM									.93				.93				
TOTAL WADM									.93				.93				

MARSS records with local errors are excluded from this report and records with either local or statewide errors will be excluded from reports produced by the state.
The ADM included on this report is capped at 1.0. Consider this ADM preliminary because the actual ADM calculation requires all of a given student's MARSS enrollment records to be accurate.
The ADM that is provided on the District/School ADM Report that is posted to the web takes precedence over the ADM contained in this report.

MARSS DISTRICT ADM SERVED REPORT

Cloquet Public School District (0094-01) | USING EOY DATA | Edited: 07/08/2026 11:21:35 AM
CAAEP Extended Day Program (108) | SCHOOL YEAR 2025-2026 | Printed: 07/08/2026 1:45:51 AM
Report from MARSS AB FILES

This report represents data at a preliminary stage and will differ from the state's final verification report.*

						---------Nonresidents---------					Shared Time							
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Grade	Pupil Unit Weight	Inst Days	Length of Day	Residents	Enrollment Options	Tuition	Ineleigible	Tribal Contract/ Grant	Aid	Tuition	Private Contract	Non-Public/ Non-MN	Total Served	Adjusted E+F	% ATT	Count of Students in Column N	Extended ADM
09	1.20	261	181	.02									.02	.02	50.00	1	
10	1.20	261	181	.31	.12								.43	.43	43.60	13	.45
11	1.20	261	181	1.27	.59								1.86	1.86	30.50	31	1.39
12	1.20	261	181	1.31	1.02								2.33	2.33	30.20	40	1.55
09-12				2.91	1.73								4.64	4.64	31.90		3.39
TOTAL ADM				2.91	1.73								4.64	4.64	31.90		
TOTAL WADM				3.49	2.08								5.57	5.57	38.30		

MARSS records with local errors are excluded from this report and records with either local or statewide errors will be excluded from reports produced by the state.
The ADM included on this report is capped at 1.0. Consider this ADM preliminary because the actual ADM calculation requires all of a given student's MARSS enrollment records to be accurate.
The ADM that is provided on the District/School ADM Report that is posted to the web takes precedence over the ADM contained in this report.

This report represents data at a preliminary stage and will differ from the state's final verification report.*

						---------Nonresidents---------					Shared Time							
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Grade	Pupil Unit Weight	Inst Days	Length of Day	Residents	Enrollment Options	Tuition	Ineleigible	Tribal Contract/ Grant	Aid	Tuition	Private Contract	Non-Public/ Non-MN	Total Served	Adjusted E+F	% ATT	Count of Students in Column N	Extended ADM
05	1.00	165	385	105.14	36.86								142.00	142.00	93.80	147	
06	1.00	165	385	149.07	38.41								187.48	187.48	92.10	196	
07	1.20	165	385	147.47	33.54								181.01	181.01	91.00	187	
08	1.20	165	385	141.00	38.10								179.10	179.10	92.70	187	
04-06				254.21	75.27								329.48	329.48	92.80		
07-08				288.47	71.64								360.11	360.11	91.80		
TOTAL ADM				542.68	146.91								689.59	689.59	92.30		
TOTAL WADM				600.37	161.24								761.61	761.61	101.90		

MARSS records with local errors are excluded from this report and records with either local or statewide errors will be excluded from reports produced by the state.
The ADM included on this report is capped at 1.0. Consider this ADM preliminary because the actual ADM calculation requires all of a given student's MARSS enrollment records to be accurate.
The ADM that is provided on the District/School ADM Report that is posted to the web takes precedence over the ADM contained in this report.

MARSS DISTRICT ADM SERVED REPORT

Cloquet Public School District (0094-01) | USING EOY DATA | Edited: 07/08/2026 11:21:35 AM
Cloquet Senior (202) | SCHOOL YEAR 2025-2026 | Printed: 07/08/2026 1:45:51 AM
Report from MARSS AB FILES

This report represents data at a preliminary stage and will differ from the state's final verification report.*

							|---------Nonresidents---------|								|Shared Time|				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Grade	Pupil Unit Weight	Inst Days	Length of Day	Residents	Enrollment Options	Tuition	Ineleigible	Tribal Contract/ Grant	Aid	Tuition	Private Contract	Non-Public/ Non-MN	Total Served	Adjusted E+F	% ATT	Count of Students in Column N	Extended ADM
09	1.20	165	385	142.42	49.74								192.16	192.16	91.30	208	
10	1.20	165	385	136.49	36.63				.57				173.69	173.12	90.20	191	
11	1.20	165	385	128.66	33.07								161.73	161.73	89.30	177	
11P	1.20	165	385	13.08	2.37								15.45	15.45		25	
12	1.20	163	385	93.89	22.84								116.73	116.73	89.90	129	
12P	1.20	163	385	14.90	4.88								19.78	19.78		55	
09-12				529.44	149.53				.57				679.54	678.97	90.20		
TOTAL ADM				529.44	149.53				.57				679.54	678.97	90.20		
TOTAL WADM				635.33	179.44				.68				815.45	814.76	108.30		

MARSS records with local errors are excluded from this report and records with either local or statewide errors will be excluded from reports produced by the state.
The ADM included on this report is capped at 1.0. Consider this ADM preliminary because the actual ADM calculation requires all of a given student's MARSS enrollment records to be accurate.
The ADM that is provided on the District/School ADM Report that is posted to the web takes precedence over the ADM contained in this report.

PARAPROFESSIONAL, AIE, COTA (PAC)
EMPLOYEES AGREEMENT

CLOQUET PUBLIC SCHOOLS
CLOQUET, MINNESOTA

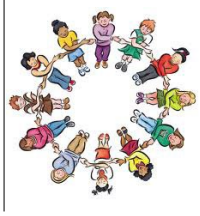
AND

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)
MINNESOTA COUNCIL NO. 65
LOCAL UNION NO. 545

July 1, 2026 – June 30, 2028

ATTEST:

AFSCME LOCAL NO. 545	**CLOQUET SCHOOL BOARD** **Independent School District No. 94**
_____	_____
Bargaining Unit – Paraprofessional Staff	**School Board Chair**
_____	_____
Bargaining Unit – Paraprofessional Staff	**School Board Clerk**
_____	_____
AFSCME Council No. 65 Representative	**Superintendent of Schools**
Dated: July 13, 2026	**Dated: July 13, 2026**



INDEX

ARTICLE I	-	Purpose	1
ARTICLE II	-	Recognition Clause and Adjustment Committee	1
ARTICLE III	-	Duration	1
ARTICLE IV	-	Assignment – Priorities – Seniority	1
ARTICLE V	-	Basic Schedules and Rates of Pay	6
ARTICLE VI	-	Benefits – Retirement – Retirement Notice	8
ARTICLE VII	-	Leaves of Absence	9
ARTICLE VIII	-	Holidays	13
ARTICLE IX	-	Severance Pay/Beneficiaries Receive Earned Severance	14
ARTICLE X	-	Workers' Compensation	14
ARTICLE XI	-	Retirement	14
ARTICLE XII	-	Medical Examination	15
ARTICLE XIII	-	Request to School Board	15
ARTICLE XIV	-	Maintenance of Membership	15
ARTICLE XV	-	Grievance Procedure	15
ARTICLE XVI	-	Discipline & Termination	17
SCHEDULE C	-	Classifications and Wages	19
	-	Longevity Pay	19
	-	Compensation for Work Outside of Job Classification	20
	-	Minimum Qualifications for Employee Categories	21

ARTICLE I -- PURPOSE

The general purpose of this Agreement is to promote the mutual interests of the employees, administration and school board of the Cloquet Public Schools and to provide for the fullest and most efficient operation of the schools in regard to employee duties. A copy shall be provided to each employee affected by this Agreement.

ARTICLE II – RECOGNITION CLAUSE AND ADJUSTMENT COMMITTEE

RECOGNITION CLAUSE

Section 1. Recognition: Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, Case No. 78-PR-917-A (and subsequent unit clarification Case No. 17PCEO760 and 17PCLO778), and in accordance with the PELRA, the School District recognizes AFSCME Council 65 as sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment for:

All Paraprofessionals; LPNs; American Indian Education Tutors; American Indian Education Liaisons; and Certified Occupational Therapy Assistants employed by Independent School District No. 94, Cloquet, Minnesota, who are Public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

Said exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. The employer shall not enter into any agreement with the employee coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the exclusive representative as sole representative for said employees.

Section 3. If the employer and the exclusive representative are unable to agree to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 4. For this contract, the terms “employee,” “personnel,” or “staff members” mean members of this bargaining unit.

ADJUSTMENT COMMITTEE

The employees, through their union organization, shall elect an Adjustment Committee of two members. The clerk of the school board shall be notified in writing by Local 545 as to the members of this committee. A committee of the school board shall work with this committee in adjusting salaries or revising policies that affect the working conditions and welfare of the staff.

ARTICLE III -- DURATION

The period of this Agreement shall be from July 1, 2026 through June 30, 2028.

ARTICLE IV – ASSIGNMENT- PRIORITIES - SENIORITY

Section 1. Assignment: Assignment of personnel shall rest with the administration and the school board.

Subd. 1. Staffing: Assignment of hours and number of positions in any building for employees shall rest with the administration and the school board.

Subd. 2. Work Hours and Workshop Days: The specific work hours at any individual building may vary

according to the needs of the school district. The specific work hours for each employee will be designated by the building principal.

All employees shall be required to attend the "Back to School" workshop day and one additional day before the start of the students' regular school year. Before school lets out in June, employees will be notified which days they will be required to work prior to the start of the next student school year. The parties agree that the calendar may change due to emergencies or unforeseen circumstances.

Beginning with the 2021-22 school year, paraprofessionals duty year will be expanded by one (1) day to attend a professional development training to be determined by the building administration.

Subd. 3. Assignment Changes: All changes in assignments shall be made at the discretion of the administration and the school board.

1. Employees who are assigned as DCD for grades five (5) or higher in the Special Education program will have pool duty as a part of their assignment, which they may be required to work. Starting with the 2017-2018 school year, employees for whom pool duty is required will receive an annual stipend of $50 for pool apparel.

2. If an employee gets reassigned into DCD or Consistent Support (from EBD, etc.), the employee has rights to bump anywhere on bumping day as if the job was eliminated. That reassigned employee will not be required to perform pool duty during that school year if they have a doctor's note.

Section 2. Seniority:

Subd. 1. Definition: Seniority for personnel shall be defined as length of continuous service with the school district. Upon completion of the probationary period, the seniority date of the employee shall include the probationary period.

Subd. 2. Seniority List: The superintendent shall maintain a seniority list, which shall show the names of union personnel, initial date of employment and seniority rank. Separate seniority lists shall be maintained for the following:

- Paraprofessionals
- After January 1, 2021 Paraprofessionals hired for NLA and Cloquet Schools will be listed on separate seniority lists
- COTAs
- American Indian Education Tutors (AIE Tutors)
- American Indian Education Liaisons (AIE Liaisons)
- LPN (includes CMAs and Health Assistants)
- S.T.A.R.T Van Drivers

The seniority list used for bumping shall be the order of seniority for all paraprofessionals hired prior to January 1, 2021. Thereafter, seniority shall be determined according to the following order of priority:

1. The first day of work for the District after the school board had approved the employee's employment.

2. The date at which the school board approved the employee's hire.

3. If two or more employees have the same seniority date, their seniority ranking shall be determined on the basis of the employee with the most time actually working for the district (i.e., time worked as a substitute, working under special programs, or as a part-time employee).

4. If a tie remains, and seniority needs to be determined to determine a particular employment right, the school administration shall consider and use the following criteria:

    a. The number of post-secondary college or university credits the employee has previously submitted for inclusion in his/her personnel file. The employee with the most credits will have the highest seniority.

    b. If a tie still remains (i.e., no employee has college credits), the employee who first passed the test required by the state for employees without two years of college shall be considered to be the most senior.

    c. If a tie still remains, the district superintendent, in consultation with the district's principals, will determine who is most qualified and should be placed higher on the seniority list.

5. Effective January 1, 2021, the superintendent shall maintain a separate seniority list for paraprofessionals who are employed by the District and assigned to work at NLA. This seniority list will be referred to as the "NLA seniority list" and the other paraprofessional seniority list will be referred to as the "regular seniority list." NLA and Cloquet paraprofessionals hired prior to January 1, 2021 will be listed on a "joint seniority list" and will have rights to bump into positions within Cloquet Public Schools or Northern Lights Academy positions held under the Cloquet Public Schools paraprofessional contract.

    Effective January 1, 2021:

    a. Any paraprofessional who is hired by the District as a NLA staff member will have his/her seniority date listed exclusively on the NLA seniority list.

    b. Any paraprofessional who is hired by the District as a Cloquet staff member will have his/her seniority date listed exclusively on the Cloquet regular seniority list.

    c. Any paraprofessional who was hired by the District as NLA staff member prior to January 1, 2021 will have his/her seniority date listed on the joint list.

Layoff and Recall:

    a. A paraprofessional hired after January 1, 2021 on the NLA seniority list shall not have the right to use seniority to claim or assert rights to a non-NLA position. This limitation applies to any recall from lay off as well.

    b. A paraprofessional hired after January 1, 2021 on the regular seniority list shall not have the right to use seniority to claim or assert rights to a NLA position. This limitation applies to any recall from lay off as well.

Each employee shall receive a copy of the seniority list.

Subd. 3. Loss of Seniority: An employee will lose seniority for the following reasons only:

a. Resignation.
b. Involuntary termination.
c. Failure to return to work when recalled from lay-off.

Subd. 4. Temporary Incapacity: Inability of an employee covered by this Agreement to work due to illness or injury shall not result in loss of position. Said personnel shall be entitled to return to regularly assigned positions after sufficient recovery to perform usual and ordinary duties. Maximum length of temporary incapacity shall not exceed 18 months. After 18 months, but prior to 24 months, an employee may petition the superintendent

for reinstatement. The decision to reinstate an employee returning from temporary incapacity status shall rest solely with the superintendent and will not be subject to appeal. If making room for the employee requires lay-off(s), the procedures outlined in this contract for seniority determinations, layoffs, bumping, and filling of vacancies shall be followed.

Subd. 5. Posting and Filling of Vacancies: During the school year, if a vacancy is determined by the superintendent to be filled within this bargaining unit, the school district shall make a good faith effort to post a notice of the open position in all buildings, on the designated bulletin boards, and shall post externally. The school district will inform employees of these vacancies by written notice via school district email. Hiring of positions during the school year shall be at the discretion of the school administration and school board. See Subdivision 7 regarding positions hired during the year being "open positions" for bumping purposes the following summer.

Subd. 6. Lay-Offs: The school board may place on lay-off as many personnel as may be necessary because of discontinuance of positions, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts. In the event of a lay-off or reduction of hours, substitutes and/or probationary personnel shall be laid off first. Personnel shall be laid off based on their inverse order of seniority. Lay-offs shall occur within each seniority list, separate from the other seniority lists. Employees to be laid off for an indefinite period will have at least two (2) calendar week's notice. If a laid-off employee is re-employed within twelve (12) months after their effective date of lay-off, the employee shall retain his/her original seniority date.

Subd. 7. Bumping: Bumping for the following school year shall be done on a designated "bumping day" in June. Prior to the end of March, the bargaining unit representatives and administration will set a day in June as the designated bumping day. At least ten (10) days prior to this bumping day, a good faith effort will be made to mail a list of the open and discontinued positions to the paraprofessionals.

Paraprofessionals hired after January 1, 2021 are restricted to bumping only into positions identified within their seniority list (NLA or regular Cloquet Schools paraprofessionals).

If the work hours of an employee are eliminated or reduced more than one (1) hour per day, that employee shall have the right to a position with more hours anywhere in the district and within that employee's classification/seniority list. Such position changes are contingent upon proper qualifications and seniority. Decisions to exercise bumping rights during the school year must be communicated to the Executive Administrative Assistant within five (5) working days after receiving notice. Otherwise, employees may choose to exercise their bumping rights regarding these reductions at the annual bumping meeting. Said positions will be designated in the bumping notice as giving employees holding those positions the choice of exercising their bumping rights.

Employees are restricted to bumping only into positions identified within their seniority list. For instance, a paraprofessional may not bump into an AIE tutor position. LPNs are not allowed to bump into a paraprofessional position.

On bumping day all vacant positions shall be filled starting with the choice of the most senior employee and ending with the least senior employee filling the last position. If employees cannot attend the "bumping day," they shall designate proxies to participate in the bumping day for them. If an employee fails to designate a proxy, the union leadership shall designate a proxy for that employee.

No employee shall bump into a vacant position during the school year unless such events occur as described in Article IV, Section 2, and Subdivision 7 above (Bumping). That position shall be filled through the application process.

Open positions shall include all positions opened during the regular school year and which were not open positions at the conclusion of the previous bumping process as described in this subdivision. In order for an employee to bump into a position requiring special qualifications or skills, that employee must qualify for that position prior to the bumping day. For positions requiring a skills test, the test will be administered through the superintendent's office. The district will notify the union 60 days before adding a test requirement to any new position.

Subd. 8. Adding Hours During School Year: If the district allocates extra hours for paraprofessional duty during the school year, the supervisor in charge of placing those hours shall do so based on seniority within the building where the hours are allocated. If the extra hours are for a specific student, the hours shall be first offered to the paraprofessional currently working with that student. No paraprofessional shall receive those hours, if doing so would put them over an average of 6.75 hours per day. This language does not apply for hours added to American Indian Education or COTA staff.

Subd. 9. Program Building Change: If a specific program moves to a different building within the district, the employee involved with that program shall move with the program with no loss of seniority or any other benefit for which they are entitled.

Subd. 10. Unit Members Summer School-Extended Day Programming: First, application for all summer school bargaining unit positions shall be made available to all unit members. If there are more unit members applying than positions available, the positions will be filled in order by the most senior qualified person within the bargaining unit. Preference will be given to those already in the job classification (e.g. Employees working in AIE receive preference for an AIE positions over a Paraprofessional).

After the application period for summer school positions is complete, If not enough qualified bargaining unit members have applied to fill all bargaining unit summer school positions, qualified unit members will be offered summer school-extended day work according to reverse seniority starting with the least senior qualified bargaining unit employee and progressing toward most senior qualified bargaining unit employee.

Section 3. Probationary Period for Personnel: The probationary period for personnel shall be one (1) year from the date of hire. During the probationary period, an employee may be subject to dismissal without recourse. The probationary period as described in this section is also applicable to all job transfers. Prior to an employee transferring or being promoted to a different classification, the employee must serve the one (1) year probation period, unless the position is eliminated or reduced in hours. In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of sixty (60) working days in any such new classification. During this sixty (60) day trial period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to the former classification. When an employee is transferred to a new classification, the employee shall also have twenty (20) working days in which to decide whether to keep the position. If the employee does not want to keep the position said employee may return to the original classification with no loss of seniority. If the transfer by administration was due to the discontinuance of the employee's original position, this nullifies the option to return to the original classification.

During the probationary period a transferred employee's salary should not be reduced to probation step level.

Section 4. Involuntary Transfers or Reassignments:

Subd. 1. Definitions: For purposes of this section, the following definitions apply:

a. "Transfer" means between buildings or between classifications (example, special education paraprofessional to media center).
b. "Reassignment" means reassignment within the same building and the same classification.
c. "Temporary Reassignment" means changes which are situational in nature and do not exceed 20 work days.
d. Mutual consent in writing to a change in job position is not considered a reassignment.

Subd. 2. Temporary Transfers or Reassignments: Administrators may make temporary changes in assignments to meet the needs of students or District. If it appears that a temporary reassignment will become permanent, the administrator shall notify the employee and follow procedures outlined in the section, "Permanent Transfer" or "Reassignments".

Subd. 3. Permanent Transfers or Reassignments: When permanent transfers or reassignments are being considered, the building administrator/principal shall visit with the employee(s) affected, explain the reasons, and ask for the employee's input. This meeting shall be scheduled at least five days before the transfer or reassignment is made or becomes permanent. The employee may request a subsequent meeting and request that a union representative be present with them to discuss the transfer or reassignment. The employee may request that the superintendent/superintendent's designee be present at that meeting.

After required meetings are held, if the transfer or reassignment is going to be made, the building principal will issue a written decision which explains the transfer or reassignment and the reasons for that decision.

Subd. 4. Bumping: If a proposed reassignment or transfer results in a loss of 1.0 or more work hours, the employee may use his/her bumping rights as defined in Section 2, Subdivision 7, of this article.

Employees who are transferred or reassigned during the school year or prior to the bumping day, as defined in Section 2, Subdivision 7 of this article, shall be allowed to participate in the annual bumping day as if they had their position eliminated or reduced by one (1) hour or more. A principal may determine that an employee may not bump back into the position from which the employee was originally transferred or reassigned. If such a determination is made, at least one (1) week prior to the bumping, the principal will inform the employee, verbally and in writing, they may not bump back into the position from which the employee was originally transferred or reassigned. If the employee is unavailable, notification will be provided to the union representation.

Employees are restricted to bumping only into positions identified within their seniority list. For instance, a paraprofessional may not bump into an AIE tutor position and LPNs cannot bump into a paraprofessional position. Paraprofessionals hired after January 1, 2021 are restricted to bumping only into positions identified within their seniority list (NLA or regular Cloquet Schools paraprofessionals).

Section 5. Health Conditions: There are times when employees may develop health conditions which prevent them from working part of an assignment. The following list describes procedures the District will use regarding reasonable accommodations for these verified health conditions. Reasonable accommodations will not be made which cause a hardship to the district or which disrupts the seniority system agreed to in the District's CBA with the bargaining unit.

1. Employees with physician's note: The District may transfer the employee as a reasonable accommodation if an open position exists or becomes available.
2. Employees with physician's note: The District may reduce hours and fill otherwise if this does not create an undue hardship for the District.

3. If no reasonable accommodation is available: The employee, with a physician's note, may go on unpaid leave until bumping day. The employee may then bump into open or vacant positions on bumping day as per the regular bumping day process. Note: The employee hasn't been reassigned or job eliminated, so there are no full bumping rights, only open position bumping rights.

ARTICLE V-- BASIC SCHEDULES AND RATES OF PAY

Section 1. Wages: The wages of personnel reflected in Schedule C, attached hereto, shall be a part of the Agreement for the period of, commencing July 1, 2026 and shall remain in effect until June 30, 2028.

Section 2. Payday: Effective with the September 2008 payroll, personnel will be paid according to School District Policy #423.10 – Pay Day Schedule – NonLicensed Personnel (24 pay periods elected). As of 2023-2024, unit members will be able to choose to be paid over 10 or 12 months. This decision must be made at the initial hire meeting or prior to the start of each school year during the open enrolment period.

Section 3. Payroll Deductions: Upon authorization of the employee, union dues will be deducted from the employee's salary and the school board shall make payment of such deductions to the treasurer of Local 545.

Section 4. PEOPLE Deductions: The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 5. E-learning Days and School Closing: In the event school is closed for a portion of the school day, employees shall be paid for their entire workday if the day was counted as a day of instruction by the state of Minnesota. If an e-learning day is determined by the superintendent or the superintendent's designee, staff will be compensated in accordance with MN statute 120A.414 – E-Learning Days. E-Learning days will not be paid out of an employee's ESST or Personal Day banks.

If school is called off for the entire day and is not an e-learning day, employees shall be allowed to make up to two (2) of those days each year. These days shall be coordinated with the building principals. "School Closings," in this paragraph shall be taken to mean closing school for such things as inclement weather, or other school emergencies which necessitate students and staff not being in school but are not e-learning days.

Section 6. Pay Equity Orders: Any increase in salaries due to pay equity orders shall be negotiated with the exclusive bargaining representative.

Section 7. MA Billing Coordinator: At administrative and school board discretion, an employee may be designated as a MA Billing Coordinator. If this assignment is designated by the administration and school board to be included as part of an employee's assignment, that employee shall receive additional pay of $1.00 per hour. The MA Billing Coordinator's responsibilities will be designated by school administration but will include help to identify MA eligible students and coordinating the timely family MA applications/authorizations and MA billing.

Section 8. Life Insurance: All employees who meet the minimum employment standards of the school district's insurance carrier shall receive a $10,000 life insurance policy. As of July 1, 2015, the minimum employment standard is to be employed a minimum of 20 hours per week. COTAs hired prior to July 1, 2018, shall receive a $50,000 life insurance policy.

Section 9. Long-Term Disability Insurance: Long-term disability benefits will be provided for eligible employees at their own expense up to 66 2/3% of the employee's basic contracted salary to maximum benefit of $3,000 per month. There shall be an elimination period of 60 working days.

Subd. 1. Eligibility: All employees who meet the minimum employment standards of the school district's insurance carrier shall be required to participate in the group at their own expense.

Subd. 2. Cost: The salary of each employee shall be increased by the cost of his/her long-term disability premium.

Section 10. Breaks: Employees working six (6) or more consecutive hours shall receive one (1) unpaid thirty (30) minute meal break with their shift and may receive one fifteen (15) minute break if they work four (4) or more consecutive hours.

ARTICLE VI -- BENEFITS

Section 1. Benefits: The school district shall make available to all employees covered by this Agreement, subject to the limitations set forth in Subd. 2 of this section, the following benefits:

Subd. 1. Hospitalization, Medical and Surgical Insurance:

a. Employee/School District Premium Share: Effective July 1, 1995, hospitalization, medical and surgical benefits will be provided by the school district for all eligible employees. Employees electing dependent coverage shall pay at least $100.00 per month for dependent coverage with the district bearing the cost of the remainder of the dependent premium.

b. Premium Increase: In the event the dependent premium increases (above the 1994-95 premium), the district shall pay for the first $25.00 increase, the employee the next $25.00 increase, and any increase over $50.00 shall be divided equally between the employee and the district.

c. HRA Contribution: All employees who do not qualify for the district contribution towards health insurance shall receive $1,500 for 2026-27 and $1,800 for 2027-28 in a Health Reimbursement Arrangement (HRA).

Subd. 2. Dental Insurance:

a. Dental Insurance: Unit members working six (6) hours /thirty (30) hours per week or more shall be eligible for dental benefits. The unit members will receive the same benefits as described in the Education Minnesota – Cloquet teacher contract: Article X, Section 2: Benefits, E. Dental Insurance.

Subd. 3. Eligibility:

a. AIE and COTA Staff: to be eligible to receive benefits as provided in this section, i.e., hospitalization, medical and surgical insurance, the employee must be assigned to a position requiring a minimum of eight (8) hours work per day for 167 days per year.

b. Paraprofessional Staff: Effective September 1, 1992, hospitalization, medical and surgical insurance coverage and effective September 1, 1998, dental insurance coverage shall also be made available to paraprofessional employees assigned to a position requiring a minimum of seven (7) hours work per day for 167 days per year. For paraprofessional employees working seven (7) hours per day or more, but less than eight (8) hours per day, the school district shall contribute a pro rata portion of this benefit for paraprofessional employees working eight (8) hours per day for 167 days per year as set forth in Subd. 1 and Subd. 2 of this section.

Subd. 4. Duration: Benefits described in Subd. 1 (hospitalization, medical and surgical insurance) above shall be in effect on a twelve-month basis, however, all benefits shall cease upon termination of employment.

Section 2. Retirement Benefits: Benefits provided in Article VI, Section 1, Subd. 1 of this agreement shall be provided eligible employees who retire from employment with the school district provided the following conditions:

1. For Paraprofessionals:
   a. Has been a full-time employee seven (7) hours per day, nine (9) months per year, in Independent School District No. 94 for ten (10) years prior to retirement, and
   b. Is fifty-five (55) years of age, and
   c. Have not yet reached their sixty-fifth (65^{th}) birthday.

2. For AIE and COTA Staff Members:
   a. Have been a full-time employee eight (8) hours per day, nine (9) months per year, in Independent School

District No. 94 for ten (10) years prior to retirement, and

b. Is fifty-five (55) years of age, and
c. Have not yet reached their sixty-fifth (65th) birthday.

Subd. 1. Costs: Effective September 1, 1995, for eligible retired employees beginning on their 55th birthday and continuing until the eligible employee's 65th birthday, the hospitalization, medical and surgical benefit paid by the school district and the retired employee shall be the same rates as per contract stated in Article VI, Section 1. Benefits, Subd. 1.

For employees retiring after September 1, 1995, hospitalization, medical and surgical future premium costs and increases exceeding both the individual and the dependent rate, the school district and the retired employee shall share the premium increase equally until reaching 65 years of age. The application of the premium to be paid by the school district shall be for the employee's coverage, which was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired employee between 55 and 65 years of age changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.

Subd. 2. Notice of Resignation for Retirement: Eligible employees wishing to receive retirement benefits, including severance or insurances, must submit a written resignation for retirement purposes to the school board at least 28 days/four weeks prior to his/her retirement date. At the sole discretion of the District, the District may waive this timeline for the notice of resignation for retirement. A physician's verification that an employee needs to retire due to health reasons will waive the 28-day requirement. A health waiver would require a doctor's verification that the employee was no longer able to work.

Section 3. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE VII -- LEAVES OF ABSENCE

Section 1. Emergency Leave: Three (3) working days per year may be granted with pay with the approval of the building principal for such occurrences as death or serious illness in the family, or attendance to legal matters occurring during regular working hours, natural disasters at an employee's place of residence, or emergency school closures (including weather). All leaves shall be deducted from sick leave. Use of emergency leave for weather related closures will not count against the sick leave incentive, but the unit member must note that in the district leave system.

Section 2. Sick Leave: Earned Safe and Sick Time shall be referred to as "Sick Leave" for the purposes of the collective bargaining agreement. On the first duty day of each school year, employees shall be credited with their current allotment of sick leave days according to the following schedule:

a. For the first five (5) years of employment, employees shall earn sick leave at a rate of fifteen (15) days per year. For example: An employee working five (5) hours per day shall receive fifteen (15), five (5) hour sick days per year. Initial allowance for sick leave allowance shall be assigned according to the following schedule:

Month Initially Employed	Sick Days Allowed
July – September	15 days
October – December	11 days
January – March	7 days
April – May	3 days
June	0 days

b. After five (5) years of employment with the district, employees shall be credited with thirteen (13) days of sick leave annually, with no accumulation limit, and employees have to contribute to and are eligible to use the Sick Leave Bank.

Subd. 2. Sick Leave Use: Initial sick leave with pay shall be allowed whenever an employee's absence is due to illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Sick leave shall also be allowed for purposed allowed by current state law.

Current Law (for reference only): 181.9413 SICK LEAVE BENEFITS; CARE OF RELATIVES.

(a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

(b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph:(1) "domestic abuse" has the meaning given in section 518B.01; (2) "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and(3) "stalking" has the meaning given in section 609.749.

(c) An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

Subd. 3. Pregnancy and/or Childbirth: Sick leave for childbirth and/or pregnancy is granted according to one of the following conditions:

a. Following the birth of a child, the mother will be granted sick leave for any school days during the next six (6) calendar weeks. Standard practice is six (6) weeks for regular delivery and eight (8) weeks for a C - Section, accompanied by a physician's orders. Thereafter, a statement from a doctor which verifies the need for additional leave for medical reasons will be needed in order for the mother to qualify for additional leave due to the birth of a child.

b. During a pregnancy, a doctor's written statement will be needed to verify the need for extended leave due to complications with a pregnancy.

c. If an employee qualifies for and requests additional FMLA leave due to the birth of a child, the FMLA leave and sick leave shall run concurrently – starting at the same time.

d. Paid sick leave is dependent upon the number of sick days the employee has accumulated.

Section 3. Misuse of Sick Leave: If misuse of sick leave is suspected, the building administrator and exclusive representative will meet with the employee, and at the employee's option, another representative. After this meeting, the administrator may ask the employee for a medical certificate from a qualified physician at such time as the employee requests future sick leave for up to one (1) year from the date of this meeting. The school or district administration may request a physician's verification for sick leave taken of three consecutive days or more.

Section 4. Accumulated Sick Leave: There shall be no limit on the accumulation of unused sick leave.

Section 5. Sick Leave Bank: Effective upon ratification of the 2026–2028 Collective Bargaining Agreement, the Sick Leave Bank shall cease operation. Within a reasonable period of time following ratification, the Employer shall distribute the hours remaining in the Sick Leave Bank equally among all eligible employees by crediting such hours to each employee's individual sick leave balance. Any employee who owes hours to the Sick Leave Bank at the time of distribution shall have their share reduced by the number of hours owed. In the event the Minnesota Paid Family and Medical Leave (PFML) program is repealed by statute or if the legislature changes the law so it no longer applies to employees covered by this Agreement, this Section shall be reinstated and return to full force and effect.

Subd. 1. Creation and Contributions to the Bank: At the beginning of the 2010-2011 school year and for the next year, each employee shall contribute one (1) day of sick leave to an employee sick leave bank. Days will be donated in hours. A day shall mean the number of hours an employee works in a day. For instance, an employee working five (5) hours per day will donate five (5) hours of sick leave per day assessed for the sick leave bank. Newly hired employees or employees who newly qualify to be a member of this union shall be assessed one (1) day to contribute to the sick leave bank for each of the first two (2) years of that employment. Note that AIE and COTA staff will be assessed sick leave days, according to this section beginning the 2017-2018 school year.
Once the two (2) years contribution of hours are completed, no further sick leave contributions shall be assessed until the total number of hours in the sick leave bank drops below the number of AFSCME employees employed by the district multiplied by six (6). That number shall be the trigger for additional contributions to the bank.

Example: 80 employees employed by the district:

a. The trigger for assessing new sick leave bank contributions would be when the sick leave bank drops below 80 x 6 hours or 480 hours.

b. All unit employees would be assessed one (1) day to replenish the sick leave bank.

Subd. 2. Administration of and Rules for Using the Sick Leave Bank: The sick leave bank shall be administered by the superintendent and a representative designated by the bargaining unit. Rules for administering the sick leave bank are as follows:

a. Employees shall be eligible to apply to the sick leave bank when they have exhausted all of their own sick leave, personal leave, or other types of paid leave for which they are eligible. The employees will have to have had six (6) days of continuous absence without sick pay before being eligible to apply to use the sick leave bank

b. Application to the sick leave bank must be accompanied by a physician's statement indicating that the employee is unable to work.

c. Employees may draw sick leave days from the sick leave bank up to sixty (60) school days per school year. The limits identified in the previous sentence are per catastrophic, long-term illness, or accident. In any year in which an employee has drawn from the sick leave bank, the waiting period for re-entry into the sick leave bank, shall be one (1) day and a physician's certificate shall be completed in accordance with paragraph "b" above. New employees shall have a ninety (90) school day waiting period before being eligible to use the sick leave bank.

d. Sick leave bank hours may be used for catastrophic and unplanned medical situations which prevent an employee from performing his/her job duties and responsibilities. For instance, normal pregnancies and child deliveries (natural or C-section), or elective surgeries will not be eligible reasons to use the sick leave bank.

e. An employee who receives an extension of sick leave from the sick leave bank shall, upon return to work, repay the bank in full, at the rate of one-third of their annual sick leave allocation. This repayment shall be assessed at the beginning of the following school year and each subsequent year until the sick leave bank is repaid.

f. The maximum amount of leave available to be used by an employee shall expire at the end of the school year or when the employee becomes eligible for any kind of disability payment, whichever occurs first.

Section 6. Personal Leave: Each employee has three (3) working days with pay (based on their regular work day) per year, non-accumulative, for personal reasons. Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be defined as half of the normal workday for the employee who is requesting the leave. Any unused personal leave will be paid out at the substitute rate for the year in which it was earned.

At their sole discretion, the school district reserves the right to allow personal leave to be taken in smaller increments if deemed efficient by the business office.

If an employee uses two (2) or fewer days of sick leave within one full school year of employment, an additional one (1) personal leave day with pay will be granted the following school year, or the employee may choose to be reimbursed for that personal day. Reimbursement shall be at the hourly rate for the employee substitutes. This additional day is non-cumulative, so the maximum of personal days in a school year would be four (4).

Paraprofessionals may roll one unused personal day per year to the following year. If available, one personal day will automatically be carried over unless notification is given to the Business Office by the last contract day of the school year. Any remaining day(s) will be automatically paid to the employee. Effective September 1, 1993, personal leave shall no longer be deducted from sick leave.

Section 7. Unpaid Leave:

Subd. 1. Up to Ten Days. A maximum of ten (10) days of unpaid leave of absence may be taken by an employee annually with prior approval of the building principal.

Subd. 2. Over Ten Days. Employees may request the school board to approve an unpaid leave of absence for up to one (1) year as an unpaid/uncompensated leave of absence. Any leave request of over 10 days will be considered a leave defined for this subdivision. Granting such leave will be at the sole discretion of the school board. Employees may only request one such leave during their employment with the District. Employees who are granted such leave will be given a date by which they must notify the District of their intent to return to work or give up their right to employment with the District. The date of the return-to-work notice will depend upon the length of leave requested. Employees will not lose their seniority due to this leave, but they will be restricted as to how they will be reinstated to work as listed in the paragraphs below.

a. Leaves for less than one school year and that end prior to the end of a school year. If the leave is for less than a school year and is after the bumping procedure described in Article IV, Section 2, Subd. 7, the District will fill the position as any other vacancy that occurs during the school year. Upon returning to work, the employee will be placed in the position that the employee held prior to the leave if that position is still available. If that position is no longer available, the employee may exercise bumping rights according to seniority.

b. Leaves for a school year or that terminate prior to next bumping session. Employees returning to work under this scenario will not be guaranteed the same position which they vacated for their leave. They will instead participate in the bumping process according to their seniority. They will not, however be allowed to bump into a position that is not vacant unless there is no vacant position available that has, within 2.5 hours, the total weekly work hours of the position the employees held before their leave.

c. Leaves that continue over a bumping session but that terminate prior to the end of a school year. Employees returning to work under this scenario only will be allowed to bump into the least senior position for which they are qualified, and which has, within 2.5 hours, the total number of weekly work hours that were with the position they held before their leave.

Section 8. Bereavement Leave: Bereavement leave shall be granted when there is a death in the immediate family that causes the employee to lose working time. Immediate family is defined as an employee's spouse, parents, step-parents, children, step-children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse. The bereavement leave shall not exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way; four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way; or five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. This benefit does not apply to long-term substitutes working less than one-half year. Bereavement leave used shall be deducted from accumulated sick leave.

Section 9. Association Leave Days: At the beginning of each school year, the exclusive representative shall be credited with twelve (12) days to be used by the exclusive representative by union employees who are officers or agents of such for conducting the business of the exclusive representative. The exclusive representative agrees to notify the school superintendent of its designated representative(s) no less than 48 hours in advance when possible of such leave. Unless extreme circumstances dictate, no more than two (2) persons per day may use Association leave at a time. The superintendent will consider granting additional unpaid leave for reasonable time off if a request is made one week in advance of needing said leave. Rather than using unpaid leave, the employees may use accumulated paid leave (if available) instead of leave without pay.

Section 10. Minnesota Paid Leave: An employee may, at their discretion, utilize sick or other forms of paid time off or disability insurance program benefits in lieu of Paid Family Medical Leave program benefits.

The Employer agrees to pay the minimum percent required by law for the Minnesota Paid Family Medical Leave premiums assessed pursuant to Minnesota Statute Section 268B.14.

Section 11. Licensure and Certification Reimbursement: Employees required by the Employer to maintain or obtain licensure or certification as a condition of their position shall be eligible for reimbursement as follows:

- Licensed Practical Nurses (LPNs): Up to $100 every two (2) years for required licensure or certification renewal.
- Certified Occupational Therapy Assistants (COTAs): Up to $200 every two (2) years for required certification renewal through the National Board for Certification in Occupational Therapy (NBCOT).

The Employer shall also reimburse employees up to $400 every other year for the cost of required certifications or training, including but not limited to CPR or similar courses, when such certifications are required by state licensing.

Reimbursement shall be made upon submission of proof of payment and successful completion of the required licensure or certification.

ARTICLE VIII - - HOLIDAYS

Section 1. Paid Holidays: Employees shall be eligible for Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, President's Day, Good Friday, and Memorial Day and shall be granted with pay on a prorated basis.

Example: An employee working three (3) hours per day shall receive seven (7), three (3) hour holiday days per year.

ARTICLE IX -- SEVERANCE PAY/BENEFICIARIES RECEIVE EARNED SEVERANCE

Section 1. Severance Pay: Staff members who have been employees for at least nine (9) months per year in Independent School District No. 94 shall, upon separation, receive severance pay, according to the following schedule:

Employees working six (6) or more hours per day/thirty (30) hours per week:

- Employees who have at least twelve (12) years of experience at six (6) or more hours per day/thirty (30) hours per week shall receive $110.00 for each day of unused sick leave, not to exceed 90 days.
- Employees who are at least fifty-five years of age and retire from the district who have at least five (5) years of experience at six (6) or more hours per day/thirty (30) hours per week shall receive $110.00 for each day of unused sick leave, not to exceed ninety (90) days.
- Employees who are at least fifty-five years of age and retire from the district who have at least ten (10) years of experience at six (6) or more hours per day/thirty (30) hours per week shall receive $110.00 for each day of unused sick leave, not to exceed one hundred and twenty (120) days.

Employees working less than six (6) or more hours per day/thirty (30 hours per week:

- Employees who have at least twelve (12) years of experience but do not have at least twelve (12) years of experience at six (6) or more hours per day/thirty (30) hours per week, shall receive $80.00 for each day of unused sick leave, not to exceed ninety (90) days.
- Employees who are at least fifty-five years of age and retire from the district who have at leave five (5) years of experience but do not have at least five (5) years of experience at six (6) or more hours per day/thirty (30) hours per week shall receive $80.00 for each day of unused sick leave, not to exceed ninety (90) days.
- Employees who are at least fifty-five years of age and retire from the district who have at least ten (10) years of experience but do not have at least ten (10) years of experience at six (6) or more hours per day/thirty (30) hours per week shall receive $80.00 for each day of unused sick leave, not to exceed one hundred and twenty (120) days.

Section 2. Beneficiaries to Receive Earned Severance: Any employee who meets the qualifications for retirement severance pay may designate a beneficiary or beneficiaries who will receive the employee's severance should that employee meet the contract qualifications for severance but die prior to retirement. In order for this payment to be received, it will be the employee's responsibility to designate a beneficiary with the district's business office.

ARTICLE X -- WORKERS' COMPENSATION

Section 1. Reporting Injuries: All injuries sustained, no matter how trivial they appear to be, must be reported to the superintendent's office within twenty-four (24) hours of the time of the accident.

Section 2. Compensation: Any employee who is injured in the line of duty shall receive such compensation and expenses prescribed by the Workers' Compensation Law of the State of Minnesota. Such compensation shall be supplemented with an amount sufficient to maintain the employee's regular salary for a period not to exceed accumulated sick leave. Sick leave shall be charged only for that portion in excess of the Workers' Compensation payment. Compensation will be based on the salary rate at time of injury and shall not increase during the period of time employee is receiving Workers' Compensation.

ARTICLE XI -- RETIREMENT

Section 1. Health and Physical Disability: The school board reserves the right to retire an employee if said employee is unable to perform the duties satisfactorily because of poor health or physical disability.

Section 2. Pensions: All employees of the school district are required to become members of retirement funds under the laws of the State of Minnesota.

ARTICLE XII -- MEDICAL EXAMINATION

Section 1. Physical Examination:

a. The school board may require a physical examination of any employee at such time as deemed necessary. The cost of the examination shall be paid by the district.

b. An employee who is not able to return to duty on the day following two (2) weeks of illness or injury shall present a certificate of ableness from a physician to the superintendent upon their return to work.

c. An employee who has been absent from work because of a nervous disorder must present a satisfactory report from a physician to the superintendent before returning to work.

d. An employee must have the permission of the superintendent to return to work if it is necessary for said employee to use crutches or if portions of the employee's body are bandaged, in slings, or if the condition of the body is of such a nature as to attract undue attention.

ARTICLE XIII -- REQUEST TO SCHOOL BOARD

Section 1. Procedure: All employees are encouraged and shall be given opportunities to express their wishes to the school board. However, all complaints and requests shall be made through appropriate channels. There are three (3) appropriate channels through which the wishes of the employees may reach the superintendent of schools and the school board.

a. Through an authorized committee or president of an officially recognized employee organization.

b. Through the line of authority.

c. If employees wish to express a concern about a supervisor, they may speak directly with the following supervisor in the line of authority – building administrator or superintendent. They may bring a union representative with them if they so choose.

Section 2. Communications: The union and school administration will schedule up to two (2) meetings per year to discuss policies and other matters relating to their employment which are not terms and conditions of employment. It will be up to the union leadership to request and schedule meeting times with the Central Administration Office. Employee representatives at these meetings should include one (1) representative from each school building and the union stewards (maximum of six (6) employees – one or more stewards may double as building representatives). Up to one (1) hour of additional time may be recorded on the timesheets for meetings beyond the employees' regular work day.

ARTICLE XIV -- MAINTENANCE OF MEMBERSHIP

Employees occupying positions covered by this Agreement, may become members of Local 545. A copy of this contract will be issued to each new member.

District will have union folders, provided by the union, in the central office and will direct new staff that they may take one and review the information to determine if they are interested in joining the union.

ARTICLE XV -- GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean a disagreement between the employee and the school board as to the interpretation of any terms of any contract required under PELRA.

Section 2. Representative: The employee, superintendent, or school board may be represented during any step of the procedure by a person designated to act in their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Variation from Procedure: The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits will result in a forfeit of the grievance, or, in the case of the employer, shall constitute a denial of the grievance.

Subd. 2. Days: "Days" mean calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes, or non-duty days during the school year.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, legal holiday, or non-duty day during the school year.

Subd. 4. Filing or Service: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period or is received within the time period through personal service.

Section 4. Step One: Any grievance must first be submitted in writing to the superintendent within twenty (20) days after the date of the event or through the use of reasonable diligence, the employee should have had knowledge of the occurrence that gave rise to the grievance. An effort may first be made to adjust an alleged grievance informally between the employee and the parties. The superintendent will answer the employee in writing within fifteen (15) days of receipt of the written grievance.

Section 5. Step Two: In the event the grievance is not resolved in Section 4, the employee may submit an appeal to the school board in writing within ten (10) days of the receipt of the superintendent's decision. The School Board will set a date, which is mutually agreeable for hearing the appeal within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the school board shall issue its decision in writing to the parties involved.

Section 6. Arbitration Procedures: Any controversy or dispute which has been submitted to the grievance procedure and not there resolved may be submitted to arbitration as defined herein.

Subd. 1. The employee must submit his/her request to arbitrate to the superintendent's office within ten (10) days of receipt of the school board's decision.

Subd. 2. Selection of the Arbitrator: The school board, the employee and his/her representative will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the school board and the employee are unable to agree on an arbitrator, they will request from the Director of BMS a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. The remaining arbitrator shall hear and decide the grievance.

Subd. 3. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 4. Decision: Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971, as amended.

Subd. 5. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses, which the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 6. Jurisdiction: The arbitrator shall not have the power to add, to subtract from, or to modify in any way, the terms of the existing Agreement.

Subd. 7. Processing of Grievance: Processing of all grievances shall be during the normal work day whenever possible and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their participation in a grievance proceeding, are as follows:

a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or

b. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

ARTICLE XVI - - DISCIPLINE AND TERMINATION

The disciplinary process described herein is designed to utilize progressive steps and, where appropriate, to produce positive corrective action.

Section 1. Upon completion of the probationary period, an employee shall be disciplined and discharged only for just cause. Disciplinary action shall be progressive and follow the steps listed below: (1) oral warning; (2) written warning; (3) suspension (paid or unpaid) and/or demotion, and (4) discharge.

In cases of serious misconduct or incompetence, discipline need not be progressive and may for a first offence involve an appropriate suspension or discharge. Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct.

Section 2. Procedures for Administering. In an instance where any form of discipline is imposed the employee's supervisor will:

a. Advise the employee of any inadequacy, deficiency of conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time, and nature of the oral warning.

b. Provide directives to the employee to correct the conduct or performance.

c. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.

d. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.

e. Specify the expected level of performance or modification of conduct to be required from the employee.

Section 3. During an investigative process, employees have the right to request to have a union representative present during an interview when the employee reasonably believes that the interview is likely to result in disciplinary action (Weingarten Rights). Management is not required to inform the employee of these rights; but once an employee requests representation, management has three options:

1. Grant the request and delay questioning until the union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;

2. Deny the request and end the interview immediately; or

3. Give the employee a clear and voluntary choice between having the interview without representation, or ending the interview.

Section 4. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. A record of an oral reprimand may be entered into the personnel record. If an oral reprimand is included in an employee's file, that reprimand will be removed from the employee's file in two years if no further disciplinary action on that matter has been taken and the employee asks to have that oral reprimand removed. An employee shall receive a copy of all evaluative and disciplinary entries into their own personnel record and shall be entitled to provide a written response to those entries which shall be placed with the entry in the employee's record. The employee must provide that written response within 15 calendar days from the time the employee is notified of the record.

SCHEDULE C: CLASSIFICATIONS AND WAGES

PAC HOURLY PAY RATE SCHEDULE: JULY 1, 2026 – JUNE 30, 2028

STEPS	2026-2027	2027-2028
SALARY SCHEDULE INCREASE	**$0.60 increase**	**2.5% or Me Too if EMC higher**
Paraprofessionals and AIE Tutors (NLA will receive $1 premium per hour) Credit for yrs. of in-district experience up to limits identified on the salary schedule. Each year going forward from this contract, one more step becomes available up to the maximum number of steps – currently ten steps. For the purpose of salary only, the S.T.A.R.T. driver falls under this pay scale		
1	$20.61	$21.13
2	$20.88	$21.40
3	$21.18	$21.71
4	$21.47	$22.00
5	$21.75	$22.29
6	$22.03	$22.59
7	$22.34	$22.90
8	$22.63	$23.20
9	$22.95	$23.52
10	$23.24	$23.82
CMA/Health Assistants		
1	$24.00	$24.60
2	$24.34	$24.95
3	$24.66	$25.28
4	$24.99	$25.61
5	$25.32	$25.95
LPNs		
1	$24.67	$25.29
2	$25.24	$25.87
3	$25.90	$26.54
4	$26.52	$27.18
5	$27.14	$27.82

STEPS	2026-2027	2027-2028
SALARY SCHEDULE INCREASE	**$0.60 increase**	**2.5% or Me Too if EMC higher**
AIE Liaisons: Credit for yrs. of in-district experience up to limits identified on the salary schedule.		
1	$21.75	$22.29
2	$22.03	$22.59
3	$22.34	$22.90
4	$22.63	$23.20
5	$22.95	$23.52
6	$23.24	$23.82
7	$23.55	$24.14
8	$23.84	$24.43
9	$24.14	$24.74
10	$24.44	$25.05
COTA.		
1	$24.66	$25.28
2	$25.36	$26.00
3	$26.04	$26.69
4	$26.73	$27.40
5	$27.42	$28.11

Placement on the salary schedule will be as follows:

1. Employees hired prior to December 31, get credit for the full year. Employees hired after December 31, do not move a step until the end of the following school year.

   a. All new employees, beginning with the 2008-2009 school year will start on Step 1.

2. This salary schedule will be used for summer school employment.

Longevity Pay:

Longevity pay, based on years of service as a paraprofessional, AIE tutor or liaison, or a COTA in the school district (adjusted for full year leaves of absence), is effective July 1, 2014, and will be paid according to the chart listed below. Employees hired between July 1, and December 31, will have their first year of service credited July 1 following their hire. Employees hired between January 1 and June 30 will have their first year of service credited the second July 1st following their hire. Longevity pay will begin in September of the year in which the employee begins their 11th year of service.

For example:

Employee Seniority Date: 10/1/2000
Employee did not incur any full year leaves of absence)

Longevity years of service as of 7/1/15: 15 years (Note: Start 15th year beginning 10/1/15)

Longevity pay September 2015 – May 2016: $50.00 per month

New Longevity

	2026-2028
	Per Month
10 – 14 Years	$140.00
15 – 19 Years	$170.00
20+ Years	$195.00

S.T.A.R.T. Driver/Type III Bus Driver Certification:

If S.T.A.R.T. driver serves to coordinate Type III bus driver certification for district staff s/he will receive a $500 stipend for the year and will receive an additional $500 stipend if s/he manages the district type III vehicle fleet.

Compensation for Work Outside of Job Classification:

1. Additional Compensation: Paraprofessionals shall receive an additional payment of $30 per day for each day in which they are directed by the principal to perform supervisory duties outside of their classification. Minimum of twenty (20) minutes of working outside job classification to receive compensation.
2. Definition of Work Outside of Job Classification: For the purposes of this provision, "work outside of job classification" refers to supervising classrooms without appropriate coverage or with a substitute teacher in an SP/DCD or EBD Setting 3 or 4 classroom with the advanced approval of the principal. This does not include increased loads of students who may be accessing the media center throughout the day.
3. If there are two or more employees covered by the collective bargaining agreement covering a room at the same time, only the most senior per room shall receive the additional compensation. If there are employees covering the same room but at different times of the day, each employee would be eligible as long as it complies with the other provisions of this section.
4. Notification: Paraprofessionals shall be provided with reasonable advance notice whenever possible regarding the requirement to perform work outside of their job classification.

MINIMUM QUALIFICATIONS FOR EMPLOYEE CATEGORIES

UNIT MEMBER QUALIFICATIONS (Applies to all positions including AIE Positions)

An employee must have earned a high school diploma or its recognized equivalent and must also meet at least one of the following requirements: (1) completed at least two years of study at an institution of higher education; (2) obtained an associate's degree or higher; or (3) met a rigorous standard of quality and demonstrated, through a formal State or local academic assessment approved or recognized by the District, knowledge of and the ability to assist in instructing reading/language arts, writing, and mathematics, or, as appropriate, reading readiness, writing readiness, and mathematics readiness.

TITLE I ASSISTANT

1. Reading and math background.
2. Ability to tutor students on a one-to-one basis or in small groups/teams.
3. Demonstrated knowledge in the use of technology.

GENERAL EDUCATION ASSISTANT

1. Ability to work effectively with and tutor students on a one-to-one basis or in small groups/teams.
2. Demonstrated knowledge in the use of technology.

MULTI-PURPOSE COMPUTER LAB MANAGERS (ASSISTANTS)

1. Existing knowledge and demonstrated understanding of technology, including computer hardware, software applications and networks. (Administer self-assessment technology survey)
2. Ability to provide technology training and technical assistance to students and staff.
3. Ability to integrate technology for all users.
4. Formal technology training preferred but not required.
5. Demonstrated knowledge of maintenance of equipment.
6. Work with students including teacher in whole class groups and without teacher in small groups.

MEDIA CENTER ASSISTANT

1. Ability to integrate technology for all users.
2. Ability to utilize electronic library automation system.
3. Ability to work with students including teacher in whole class groups and without teacher in small groups.
4. Demonstrated knowledge of the use and maintenance of computers and audio-visual equipment.

SPECIAL EDUCATION ASSISTANT

1. Physical requirements.
2. Ability to tutor students on a one-to-one basis or in small groups/teams.
3. Demonstrated knowledge in the use of technology.

LICENSED PRACTICAL NURSE

1. Must hold current LPN license.
2. Physical requirements.
3. Demonstrated knowledge in the use of technology.

CLOQUET PUBLIC SCHOOLS
CLOQUET, MINNESOTA

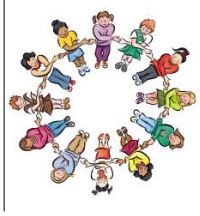
AND

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) MINNESOTA COUNCIL NO. 65 LOCAL UNION NO. 545

July 1, 2026~~4~~ – June 30, 2028~~6~~

ATTEST:

	CLOQUET SCHOOL BOARD
AFSCME LOCAL NO. 545	**Independent School District No. 94**
_____	_____
Bargaining Unit – Paraprofessional Staff	**School Board Chair**
_____	_____
Bargaining Unit – Paraprofessional Staff	**School Board Clerk**
_____	_____
AFSCME Council No. 65 Representative	**Superintendent of Schools**
Dated: ~~October 14, 2024~~July 13, 2026	**Dated: ~~October 14, 2024~~July 13,**



INDEX

ARTICLE I	-	Purpose	1
ARTICLE II	-	Recognition Clause and Adjustment Committee	1
ARTICLE III	-	Duration	1
ARTICLE IV	-	Assignment – Priorities – Seniority	1
ARTICLE V	-	Basic Schedules and Rates of Pay	6
ARTICLE VI	-	Benefits – Retirement – Retirement Notice	8~~7~~
ARTICLE VII	-	Leaves of Absence	9
ARTICLE VIII	-	Holidays	13
ARTICLE IX	-	Severance Pay/Beneficiaries Receive Earned Severance	14~~3~~
ARTICLE X	-	Workers' Compensation	14
ARTICLE XI	-	Retirement	14
ARTICLE XII	-	Medical Examination	15~~4~~
ARTICLE XIII	-	Request to School Board	15~~4~~
ARTICLE XIV	-	Maintenance of Membership	15
ARTICLE XV	-	Grievance Procedure	15
ARTICLE XVI	-	Discipline & Termination	17~~6~~
SCHEDULE C	-	Classifications and Wages	19~~8~~
	-	Longevity Pay	20~~19~~
	-	Compensation for Work Outside of Job Classification	20
	-	Minimum Qualifications for Employee Categories	21~~0~~
	~~-~~	~~Compensation for Work Outside of Job Classification~~	~~20~~

ARTICLE I -- PURPOSE

The general purpose of this Agreement is to promote the mutual interests of the employees, administration and school board of the Cloquet Public Schools and to provide for the fullest and most efficient operation of the schools in regard to employee duties. A copy shall be provided to each employee affected by this Agreement.

ARTICLE II – RECOGNITION CLAUSE AND ADJUSTMENT COMMITTEE

RECOGNITION CLAUSE

Section 1. Recognition: Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, Case No. 78-PR-917-A (and subsequent unit clarification Case No. 17PCEO760 and 17PCLO778), and in accordance with the PELRA, the School District recognizes AFSCME Council 65 as sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment for:

All Paraprofessionals; LPNs; American Indian Education Tutors; American Indian Education Liaisons; and Certified Occupational Therapy Assistants employed by Independent School District No. 94, Cloquet, Minnesota, who are Public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

Said exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. The employer shall not enter into any agreement with the employee coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the exclusive representative as sole representative for said employees.

Section 3. If the employer and the exclusive representative are unable to agree to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 4. For this contract, the terms “employee,” “personnel,” or “staff members” mean members of this bargaining unit.

ADJUSTMENT COMMITTEE

The employees, through their union organization, shall elect an Adjustment Committee of two members. The clerk of the school board shall be notified in writing by Local 545 as to the members of this committee. A committee of the school board shall work with this committee in adjusting salaries or revising policies that affect the working conditions and welfare of the staff.

ARTICLE III -- DURATION

The period of this Agreement shall be from July 1, 2026~~4~~ through June 30, 2028~~6~~.

ARTICLE IV – ASSIGNMENT- PRIORITIES - SENIORITY

Section 1. Assignment: Assignment of personnel shall rest with the administration and the school board.

Subd. 1. Staffing: Assignment of hours and number of positions in any building for employees shall rest with the administration and the school board.

Subd. 2. Work Hours and Workshop Days: The specific work hours at any individual building may vary according to the needs of the school district. The specific work hours for each employee will be designated by the building principal.

All employees shall be required to attend the "Back to School" workshop day and one additional day before the start of the students' regular school year. Before school lets out in June, employees will be notified which days they will be required to work prior to the start of the next student school year. The parties agree that the calendar may change due to emergencies or unforeseen circumstances.

Beginning with the 2021-22 school year, paraprofessionals duty year will be expanded by one (1) day to attend a professional development training to be determined by the building administration.

Subd. 3. Assignment Changes: All changes in assignments shall be made at the discretion of the administration and the school board.

1. Employees who are assigned as DCD for grades five (5) or higher in the Special Education program will have pool duty as a part of their assignment, which they may be required to work. Starting with the 2017-2018 school year, employees for whom pool duty is required will receive an annual stipend of $50 for pool apparel.

2. If an employee gets reassigned into DCD or Consistent Support (from EBD, etc.), the employee has rights to bump anywhere on bumping day as if the job was eliminated. That reassigned employee will not be required to perform pool duty during that school year if they have a doctor's note.

Section 2. Seniority:

Subd. 1. Definition: Seniority for personnel shall be defined as length of continuous service with the school district. Upon completion of the probationary period, the seniority date of the employee shall include the probationary period.

Subd. 2. Seniority List: The superintendent shall maintain a seniority list, which shall show the names of union personnel, initial date of employment and seniority rank. Separate seniority lists shall be maintained for the following:

- Paraprofessionals
- After January 1, 2021 Paraprofessionals hired for NLA and Cloquet Schools will be listed on separate seniority lists
- COTAs
- American Indian Education Tutors (AIE Tutors)
- American Indian Education Liaisons (AIE Liaisons)
- LPN (includes CMAs and Health Assistants)
- S.T.A.R.T Van Drivers

The seniority list used for bumping shall be the order of seniority for all paraprofessionals hired prior to January 1, 2021. Thereafter, seniority shall be determined according to the following order of priority:

1. The first day of work for the District after the school board had approved the employee's employment.

2. The date at which the school board approved the employee's hire.

3. If two or more employees have the same seniority date, their seniority ranking shall be determined on the

basis of the employee with the most time actually working for the district (i.e., time worked as a substitute, working under special programs, or as a part-time employee).

4. If a tie remains, and seniority needs to be determined to determine a particular employment right, the school administration shall consider and use the following criteria:

    a. The number of post-secondary college or university credits the employee has previously submitted for inclusion in his/her personnel file. The employee with the most credits will have the highest seniority.

    b. If a tie still remains (i.e., no employee has college credits), the employee who first passed the test required by the state for employees without two years of college shall be considered to be the most senior.

    c. If a tie still remains, the district superintendent, in consultation with the district's principals, will determine who is most qualified and should be placed higher on the seniority list.

5. Effective January 1, 2021, the superintendent shall maintain a separate seniority list for paraprofessionals who are employed by the District and assigned to work at NLA. This seniority list will be referred to as the "NLA seniority list" and the other paraprofessional seniority list will be referred to as the "regular seniority list." NLA and Cloquet paraprofessionals hired prior to January 1, 2021 will be listed on a "joint seniority list" and will have rights to bump into positions within Cloquet Public Schools or Northern Lights Academy positions held under the Cloquet Public Schools paraprofessional contract.

    Effective January 1, 2021:

    a. Any paraprofessional who is hired by the District as a NLA staff member will have his/her seniority date listed exclusively on the NLA seniority list.

    b. Any paraprofessional who is hired by the District as a Cloquet staff member will have his/her seniority date listed exclusively on the Cloquet regular seniority list.

    c. Any paraprofessional who was hired by the District as NLA staff member prior to January 1, 2021 will have his/her seniority date listed on the joint list.

Layoff and Recall:

    a. A paraprofessional hired after January 1, 2021 on the NLA seniority list shall not have the right to use seniority to claim or assert rights to a non-NLA position. This limitation applies to any recall from lay off as well.

    b. A paraprofessional hired after January 1, 2021 on the regular seniority list shall not have the right to use seniority to claim or assert rights to a NLA position. This limitation applies to any recall from lay off as well.

Each employee shall receive a copy of the seniority list.

Subd. 3. Loss of Seniority: An employee will lose seniority for the following reasons only:

a. Resignation.
b. Involuntary termination.
c. Failure to return to work when recalled from lay-off.

Subd. 4. Temporary Incapacity: Inability of an employee covered by this Agreement to work due to illness or injury shall not result in loss of position. Said personnel shall be entitled to return to regularly assigned positions after sufficient recovery to perform usual and ordinary duties. Maximum length of temporary incapacity shall not exceed 18 months. After 18 months, but prior to 24 months, an employee may petition the superintendent for reinstatement. The decision to reinstate an employee returning from temporary incapacity status shall rest solely with the superintendent and will not be subject to appeal. If making room for the employee requires lay-off(s), the procedures outlined in this contract for seniority determinations, layoffs, bumping, and filling of vacancies shall be followed.

Subd. 5. Posting and Filling of Vacancies: During the school year, if a vacancy is determined by the superintendent to be filled within this bargaining unit, the school district shall make a good faith effort to post a notice of the open position in all buildings, on the designated bulletin boards, and shall post externally. The school district will inform employees of these vacancies by written notice via school district email. Hiring of positions during the school year shall be at the discretion of the school administration and school board. See Subdivision 7 regarding positions hired during the year being "open positions" for bumping purposes the following summer.

Subd. 6. Lay-Offs: The school board may place on lay-off as many personnel as may be necessary because of discontinuance of positions, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts. In the event of a lay-off or reduction of hours, substitutes and/or probationary personnel shall be laid off first. Personnel shall be laid off based on their inverse order of seniority. Lay-offs shall occur within each seniority list, separate from the other seniority lists. Employees to be laid off for an indefinite period will have at least two (2) calendar week's notice. If a laid-off employee is re-employed within twelve (12) months after their effective date of lay-off, the employee shall retain his/her original seniority date.

Subd. 7. Bumping: Bumping for the following school year shall be done on a designated "bumping day" in June. Prior to the end of March, the bargaining unit representatives and administration will set a day in June as the designated bumping day. At least ten (10) days prior to this bumping day, a good faith effort will be made to mail a list of the open and discontinued positions to the paraprofessionals.

Paraprofessionals hired after January 1, 2021 are restricted to bumping only into positions identified within their seniority list (NLA or regular Cloquet Schools paraprofessionals).

If the work hours of an employee are eliminated or reduced more than one (1) hour per day, that employee shall have the right to a position with more hours anywhere in the district and within that employee's classification/seniority list. Such position changes are contingent upon proper qualifications and seniority. Decisions to exercise bumping rights during the school year must be communicated to the Executive Administrative Assistant within five (5) working days after receiving notice. Otherwise, employees may choose to exercise their bumping rights regarding these reductions at the annual bumping meeting. Said positions will be designated in the bumping notice as giving employees holding those positions the choice of exercising their bumping rights.

Employees are restricted to bumping only into positions identified within their seniority list. For instance, a paraprofessional may not bump into an AIE tutor position. LPNs are not allowed to bump into a paraprofessional position.

On bumping day all vacant positions shall be filled starting with the choice of the most senior employee and ending with the least senior employee filling the last position. If employees cannot attend the "bumping day," they shall designate proxies to participate in the bumping day for them. If an employee fails to designate a proxy, the union leadership shall designate a proxy for that employee.

No employee shall bump into a vacant position during the school year unless such events occur as described in

Article IV, Section 2, and Subdivision 7 above (Bumping). That position shall be filled through the application process.

Open positions shall include all positions opened during the regular school year and which were not open positions at the conclusion of the previous bumping process as described in this subdivision. In order for an employee to bump into a position requiring special qualifications or skills, that employee must qualify for that position prior to the bumping day. For positions requiring a skills test, the test will be administered through the superintendent's office. The district will notify the union 60 days before adding a test requirement to any new position.

Subd. 8. Adding Hours During School Year: If the district allocates extra hours for paraprofessional duty during the school year, the supervisor in charge of placing those hours shall do so based on seniority within the building where the hours are allocated. If the extra hours are for a specific student, the hours shall be first offered to the paraprofessional currently working with that student. No paraprofessional shall receive those hours, if doing so would put them over an average of 6.75 hours per day. This language does not apply for hours added to American Indian Education or COTA staff.

Subd. 9. Program Building Change: If a specific program moves to a different building within the district, the employee involved with that program shall move with the program with no loss of seniority or any other benefit for which they are entitled.

Subd. 10. Unit Members Summer School-Extended Day Programming: First, application for all summer school bargaining unit positions shall be made available to all unit members. If there are more unit members applying than positions available, the positions will be filled in order by the most senior qualified person within the bargaining unit. Preference will be given to those already in the job classification (e.g. Employees working in AIE receive preference for an AIE positions over a Paraprofessional).

After the application period for summer school positions is complete, If not enough qualified bargaining unit members have applied to fill all bargaining unit summer school positions, qualified unit members will be offered summer school-extended day work according to reverse seniority starting with the least senior qualified bargaining unit employee and progressing toward most senior qualified bargaining unit employee.

Section 3. Probationary Period for Personnel: The probationary period for personnel shall be one (1) year from the date of hire. During the probationary period, an employee may be subject to dismissal without recourse. The probationary period as described in this section is also applicable to all job transfers. Prior to an employee transferring or being promoted to a different classification, the employee must serve the one (1) year probation period, unless the position is eliminated or reduced in hours. In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of sixty (60) working days in any such new classification. During this sixty (60) day trial period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to the former classification. When an employee is transferred to a new classification, the employee shall also have twenty (20) working days in which to decide whether to keep the position. If the employee does not want to keep the position said employee may return to the original classification with no loss of seniority. If the transfer by administration was due to the discontinuance of the employee's original position, this nullifies the option to return to the original classification.

During the probationary period a transferred employee's salary should not be reduced to probation step level.

Section 4. Involuntary Transfers or Reassignments:

Subd. 1. Definitions: For purposes of this section, the following definitions apply:

a. "Transfer" means between buildings or between classifications (example, special education paraprofessional to media center).
b. "Reassignment" means reassignment within the same building and the same classification.
c. "Temporary Reassignment" means changes which are situational in nature and do not exceed 20 work days.
d. Mutual consent in writing to a change in job position is not considered a reassignment.

Subd. 2. Temporary Transfers or Reassignments: Administrators may make temporary changes in assignments to meet the needs of students or District. If it appears that a temporary reassignment will become permanent, the administrator shall notify the employee and follow procedures outlined in the section, "Permanent Transfer" or "Reassignments".

Subd. 3. Permanent Transfers or Reassignments: When permanent transfers or reassignments are being considered, the building administrator/principal shall visit with the employee(s) affected, explain the reasons, and ask for the employee's input. This meeting shall be scheduled at least five days before the transfer or reassignment is made or becomes permanent. The employee may request a subsequent meeting and request that a union representative be present with them to discuss the transfer or reassignment. The employee may request that the superintendent/superintendent's designee be present at that meeting.

After required meetings are held, if the transfer or reassignment is going to be made, the building principal will issue a written decision which explains the transfer or reassignment and the reasons for that decision.

Subd. 4. Bumping: If a proposed reassignment or transfer results in a loss of 1.0 or more work hours, the employee may use his/her bumping rights as defined in Section 2, Subdivision 7, of this article.

Employees who are transferred or reassigned during the school year or prior to the bumping day, as defined in Section 2, Subdivision 7 of this article, shall be allowed to participate in the annual bumping day as if they had their position eliminated or reduced by one (1) hour or more. A principal may determine that an employee may not bump back into the position from which the employee was originally transferred or reassigned. If such a determination is made, at least one (1) week prior to the bumping, the principal will inform the employee, verbally and in writing, they may not bump back into the position from which the employee was originally transferred or reassigned. If the employee is unavailable, notification will be provided to the union representation.

Employees are restricted to bumping only into positions identified within their seniority list. For instance, a paraprofessional may not bump into an AIE tutor position and LPNs cannot bump into a paraprofessional position. Paraprofessionals hired after January 1, 2021 are restricted to bumping only into positions identified within their seniority list (NLA or regular Cloquet Schools paraprofessionals).

Section 5. Health Conditions: There are times when employees may develop health conditions which prevent them from working part of an assignment. The following list describes procedures the District will use regarding reasonable accommodations for these verified health conditions. Reasonable accommodations will not be made which cause a hardship to the district or which disrupts the seniority system agreed to in the District's CBA with the bargaining unit.

1. Employees with physician's note: The District may transfer the employee as a reasonable accommodation if an open position exists or becomes available.
2. Employees with physician's note: The District may reduce hours and fill otherwise if this does not create an undue hardship for the District.

3. If no reasonable accommodation is available: The employee, with a physician's note, may go on unpaid leave until bumping day. The employee may then bump into open or vacant positions on bumping day as per the regular bumping day process. Note: The employee hasn't been reassigned or job eliminated, so there are no full bumping rights, only open position bumping rights.

ARTICLE V-- BASIC SCHEDULES AND RATES OF PAY

Section 1. Wages: The wages of personnel reflected in Schedule C, attached hereto, shall be a part of the Agreement for the period of, commencing July 1, 2026~~4~~ and shall remain in effect until June 30, 2028~~6~~.

Section 2. Payday: Effective with the September 2008 payroll, personnel will be paid according to School District Policy #423.10 – Pay Day Schedule – NonLicensed Personnel (24 pay periods elected). As of 2023-2024, unit members will be able to choose to be paid over 10 or 12 months. This decision must be made at the initial hire meeting or prior to the start of each school year during the open enrolment period.

Section 3. Payroll Deductions: Upon authorization of the employee, union dues will be deducted from the employee's salary and the school board shall make payment of such deductions to the treasurer of Local 545.

Section 4. PEOPLE Deductions: The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 5. E-learning Days and School Closing: In the event school is closed for a portion of the school day, employees shall be paid for their entire workday if the day was counted as a day of instruction by the state of Minnesota. If an e-learning day is determined by the superintendent or the superintendent's designee, staff will be compensated in accordance with MN statute 120A.414 – E-Learning Days. E-Learning days will not be paid out of an employee's ESST or Personal Day banks.

If school is called off for the entire day and is not an e-learning day, employees shall be allowed to make up to two (2) of those days each year. These days shall be coordinated with the building principals. "School Closings," in this paragraph shall be taken to mean closing school for such things as inclement weather, or other school emergencies which necessitate students and staff not being in school but are not e-learning days.

Section 6. Pay Equity Orders: Any increase in salaries due to pay equity orders shall be negotiated with the exclusive bargaining representative.

Section 7. MA Billing Coordinator: At administrative and school board discretion, an employee may be designated as a MA Billing Coordinator. If this assignment is designated by the administration and school board to be included as part of an employee's assignment, that employee shall receive additional pay of $1.00 per hour. The MA Billing Coordinator's responsibilities will be designated by school administration but will include help to identify MA eligible students and coordinating the timely family MA applications/authorizations and MA billing.

Section 8. Life Insurance: All employees who meet the minimum employment standards of the school district's insurance carrier shall receive a $10,000 life insurance policy. As of July 1, 2015, the minimum employment standard is to be employed a minimum of 20 hours per week. COTAs hired prior to July 1, 2018, shall receive a $50,000 life insurance policy.

Section 9. Long-Term Disability Insurance: Long-term disability benefits will be provided for eligible employees at their own expense up to 66 2/3% of the employee's basic contracted salary to maximum benefit of $3,000 per month.

There shall be an elimination period of 60 working days.

Subd. 1. Eligibility: All employees who meet the minimum employment standards of the school district's insurance carrier shall be required to participate in the group at their own expense.

Subd. 2. Cost: The salary of each employee shall be increased by the cost of his/her long-term disability premium.

Section 10. Breaks: Employees working six (6) or more consecutive hours shall receive one (1) unpaid thirty (30) minute meal break with their shift and may receive one fifteen (15) minute break if they work four (4) or more consecutive hours.

ARTICLE VI -- BENEFITS

Section 1. Benefits: The school district shall make available to all employees covered by this Agreement, subject to the limitations set forth in Subd. 2 of this section, the following benefits:

Subd. 1. Hospitalization, Medical and Surgical Insurance:

a. Employee/School District Premium Share: Effective July 1, 1995, hospitalization, medical and surgical benefits will be provided by the school district for all eligible employees. Employees electing dependent coverage shall pay at least $100.00 per month for dependent coverage with the district bearing the cost of the remainder of the dependent premium.

b. Premium Increase: In the event the dependent premium increases (above the 1994-95 premium), the district shall pay for the first $25.00 increase, the employee the next $25.00 increase, and any increase over $50.00 shall be divided equally between the employee and the district.

c. HRA Contribution: All employees who do not qualify for the district contribution towards health insurance shall receive $1,500~~900~~ for 2026~~4~~-27~~5~~ and $1,800~~200~~ for 2027~~5~~-28~~6~~ in a Health Reimbursement Arrangement (HRA).

Subd. 2. Dental Insurance:

a. Dental Insurance: Unit members working six (6) hours /thirty (30) hours per week or more shall be eligible for dental benefits. The unit members will receive the same benefits as described in the Education Minnesota – Cloquet teacher contract: Article X, Section 2: Benefits, E. Dental Insurance.

Subd. 3. Eligibility:

a. AIE and COTA Staff: to be eligible to receive benefits as provided in this section, i.e., hospitalization, medical and surgical insurance, the employee must be assigned to a position requiring a minimum of eight (8) hours work per day for 167 days per year.

b. Paraprofessional Staff: Effective September 1, 1992, hospitalization, medical and surgical insurance coverage and effective September 1, 1998, dental insurance coverage shall also be made available to paraprofessional employees assigned to a position requiring a minimum of seven (7) hours work per day for 167 days per year. For paraprofessional employees working seven (7) hours per day or more, but less than eight (8) hours per day, the school district shall contribute a pro rata portion of this benefit for paraprofessional employees working eight (8) hours per day for 167 days per year as set forth in Subd. 1 and

Subd. 2 of this section.

Subd. 4. Duration: Benefits described in Subd. 1 (hospitalization, medical and surgical insurance) above shall be in effect on a twelve-month basis, however, all benefits shall cease upon termination of employment.

Section 2. Retirement Benefits: Benefits provided in Article VI, Section 1, Subd. 1 of this agreement shall be provided eligible employees who retire from employment with the school district provided the following conditions:

1. For Paraprofessionals:
   a. Has been a full-time employee seven (7) hours per day, nine (9) months per year, in Independent School District No. 94 for ten (10) years prior to retirement, and
   b. Is fifty-five (55) years of age, and
   c. Have not yet reached their sixty-fifth (65th) birthday.

2. For AIE and COTA Staff Members:
   a. Have been a full-time employee eight (8) hours per day, nine (9) months per year, in Independent School District No. 94 for ten (10) years prior to retirement, and
   b. Is fifty-five (55) years of age, and
   c. Have not yet reached their sixty-fifth (65th) birthday.

Subd. 1. Costs: Effective September 1, 1995, for eligible retired employees beginning on their 55th birthday and continuing until the eligible employee's 65th birthday, the hospitalization, medical and surgical benefit paid by the school district and the retired employee shall be the same rates as per contract stated in Article VI, Section 1. Benefits, Subd. 1.

For employees retiring after September 1, 1995, hospitalization, medical and surgical future premium costs and increases exceeding both the individual and the dependent rate, the school district and the retired employee shall share the premium increase equally until reaching 65 years of age. The application of the premium to be paid by the school district shall be for the employee's coverage, which was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired employee between 55 and 65 years of age changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.

Subd. 2. Notice of Resignation for Retirement: Eligible employees wishing to receive retirement benefits, including severance or insurances, must submit a written resignation for retirement purposes to the school board at least 28 days/four weeks prior to his/her retirement date. At the sole discretion of the District, the District may waive this timeline for the notice of resignation for retirement. A physician's verification that an employee needs to retire due to health reasons will waive the 28-day requirement. A health waiver would require a doctor's verification that the employee was no longer able to work.

Section 3. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE VII -- LEAVES OF ABSENCE

Section 1. Emergency Leave: Three (3) working days per year may be granted with pay with the approval of the building principal for such occurrences as death or serious illness in the family, or attendance to legal matters occurring during regular working hours, natural disasters at an employee's place of residence, or emergency school closures (including weather). All leaves shall be deducted from sick leave. Use of emergency leave for weather related closures will not count against the sick leave incentive, but the unit member must note that in the district leave system.

Section 2. Sick Leave: Earned Safe and Sick Time shall be referred to as "Sick Leave" for the purposes of the collective bargaining agreement. On the first duty day of each school year, employees shall be credited with their current allotment of sick leave days according to the following schedule:

a. For the first five (5) years of employment, employees shall earn sick leave at a rate of fifteen (15) days per year. For example: An employee working five (5) hours per day shall receive fifteen (15), five (5) hour sick days per year. Initial allowance for sick leave allowance shall be assigned according to the following schedule:

Month Initially Employed	Sick Days Allowed
July – September	15 days
October – December	11 days
January – March	7 days
April – May	3 days
June	0 days

b. After five (5) years of employment with the district, employees shall be credited with thirteen (13) days of sick leave annually, with no accumulation limit, and employees have to contribute to and are eligible to use the Sick Leave Bank.

Subd. 2. Sick Leave Use: Initial sick leave with pay shall be allowed whenever an employee's absence is due to illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Sick leave shall also be allowed for purposed allowed by current state law.

Current Law (for reference only): 181.9413 SICK LEAVE BENEFITS; CARE OF RELATIVES.

(a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

(b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph:(1) "domestic abuse" has the meaning given in section 518B.01; (2) "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and(3) "stalking" has the meaning given in section 609.749.

(c) An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

Subd. 3. Pregnancy and/or Childbirth: Sick leave for childbirth and/or pregnancy is granted according to one of the following conditions:

a. Following the birth of a child, the mother will be granted sick leave for any school days during the next six (6) calendar weeks. Standard practice is six (6) weeks for regular delivery and eight (8) weeks for a C - Section,

accompanied by a physician's orders. Thereafter, a statement from a doctor which verifies the need for additional leave for medical reasons will be needed in order for the mother to qualify for additional leave due to the birth of a child.

b. During a pregnancy, a doctor's written statement will be needed to verify the need for extended leave due to complications with a pregnancy.

c. If an employee qualifies for and requests additional FMLA leave due to the birth of a child, the FMLA leave and sick leave shall run concurrently – starting at the same time.

d. Paid sick leave is dependent upon the number of sick days the employee has accumulated.

Section 3. Misuse of Sick Leave: If misuse of sick leave is suspected, the building administrator and exclusive representative will meet with the employee, and at the employee's option, another representative. After this meeting, the administrator may ask the employee for a medical certificate from a qualified physician at such time as the employee requests future sick leave for up to one (1) year from the date of this meeting. The school or district administration may request a physician's verification for sick leave taken of three consecutive days or more.

Section 4. Accumulated Sick Leave: There shall be no limit on the accumulation of unused sick leave.

Section 5. Sick Leave Bank: Effective upon ratification of the 2026–2028 Collective Bargaining Agreement, the Sick Leave Bank shall cease operation. Within a reasonable period of time following ratification, the Employer shall distribute the hours remaining in the Sick Leave Bank equally among all eligible employees by crediting such hours to each employee's individual sick leave balance. Any employee who owes hours to the Sick Leave Bank at the time of distribution shall have their share reduced by the number of hours owed. In the event the Minnesota Paid Family and Medical Leave (PFML) program is repealed by statute or if the legislature changes the law so it no longer applies to employees covered by this Agreement, this Section shall be reinstated and return to full force and effect.

Subd. 1. Creation and Contributions to the Bank: At the beginning of the 2010-2011 school year and for the next year, each employee shall contribute one (1) day of sick leave to an employee sick leave bank. Days will be donated in hours. A day shall mean the number of hours an employee works in a day. For instance, an employee working five (5) hours per day will donate five (5) hours of sick leave per day assessed for the sick leave bank. Newly hired employees or employees who newly qualify to be a member of this union shall be assessed one (1) day to contribute to the sick leave bank for each of the first two (2) years of that employment. Note that AIE and COTA staff will be assessed sick leave days, according to this section beginning the 2017-2018 school year.
Once the two (2) years contribution of hours are completed, no further sick leave contributions shall be assessed until the total number of hours in the sick leave bank drops below the number of AFSCME employees employed by the district multiplied by six (6). That number shall be the trigger for additional contributions to the bank.

Example: 80 employees employed by the district:

a. The trigger for assessing new sick leave bank contributions would be when the sick leave bank drops below 80 x 6 hours or 480 hours.

b. All unit employees would be assessed one (1) day to replenish the sick leave bank.

Subd. 2. Administration of and Rules for Using the Sick Leave Bank: The sick leave bank shall be administered by the superintendent and a representative designated by the bargaining unit. Rules for administering the sick leave bank are as follows:

a. Employees shall be eligible to apply to the sick leave bank when they have exhausted all of their own sick leave, personal leave, or other types of paid leave for which they are eligible. The employees will have to have had six (6) days of continuous absence without sick pay before being eligible to apply to use the sick leave bank

b. Application to the sick leave bank must be accompanied by a physician's statement indicating that the employee is unable to work.

c. Employees may draw sick leave days from the sick leave bank up to sixty (60) school days per school year. The limits identified in the previous sentence are per catastrophic, long-term illness, or accident. In any year in which an employee has drawn from the sick leave bank, the waiting period for re-entry into the sick leave bank, shall be one (1) day and a physician's certificate shall be completed in accordance with paragraph "b" above. New employees shall have a ninety (90) school day waiting period before being eligible to use the sick leave bank.

d. Sick leave bank hours may be used for catastrophic and unplanned medical situations which prevent an employee from performing his/her job duties and responsibilities. For instance, normal pregnancies and child deliveries (natural or C-section), or elective surgeries will not be eligible reasons to use the sick leave bank.

e. An employee who receives an extension of sick leave from the sick leave bank shall, upon return to work, repay the bank in full, at the rate of one-third of their annual sick leave allocation. This repayment shall be assessed at the beginning of the following school year and each subsequent year until the sick leave bank is repaid.

f. The maximum amount of leave available to be used by an employee shall expire at the end of the school year or when the employee becomes eligible for any kind of disability payment, whichever occurs first.

Section 6. Personal Leave: Each employee has three (3) working days with pay (based on their regular work day) per year, non-accumulative, for personal reasons. Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be defined as half of the normal workday for the employee who is requesting the leave. Any unused personal leave will be paid out at the substitute rate for the year in which it was earned.

At their sole discretion, the school district reserves the right to allow personal leave to be taken in smaller increments if deemed efficient by the business office.

~~"~~If an employee uses two (2) or fewer days of sick leave within one full school year of employment, an additional one (1) personal leave day with pay will be granted the following school year, or the employee may choose to be reimbursed for that personal day. Reimbursement shall be at the hourly rate for the employee substitutes. This additional day is non-cumulative, so the maximum of personal days in a school year would be four (4).

Paraprofessionals may roll one unused personal day per year to the following year. ~~Employees must notify the business office of their desire to roll a day prior to the deadline established by the district. If notification is not received by the deadline, unused personal days will be paid out to members in accordance with the contract.~~ If available, one personal day will automatically be carried over unless notification is given to the Business Office by the last contract day of the school year. Any remaining day(s) will be automatically paid to the employee. Effective September 1, 1993, personal leave shall no longer be deducted from sick leave.

Section 7. Unpaid Leave:

Subd. 1. Up to Ten Days. A maximum of ten (10) days of unpaid leave of absence may be taken by an employee annually with prior approval of the building principal.

Subd. 2. Over Ten Days. Employees may request the school board to approve an unpaid leave of absence for up to one (1) year as an unpaid/uncompensated leave of absence. Any leave request of over 10 days will be considered a leave defined for this subdivision. Granting such leave will be at the sole discretion of the school board. Employees may only request one such leave during their employment with the District. Employees who are granted such leave will be given a date by which they must notify the District of their intent to return to work or give up their right to employment with the District. The date of the return-to-work notice will depend upon the length of leave requested. Employees will not lose their seniority due to this leave, but they will be restricted as to how they will be reinstated to work as listed in the paragraphs below.

a. Leaves for less than one school year and that end prior to the end of a school year. If the leave is for less than a school year and is after the bumping procedure described in Article IV, Section 2, Subd. 7, the District will fill the position as any other vacancy that occurs during the school year. Upon returning to work, the employee will be placed in the position that the employee held prior to the leave if that position is still available. If that position is no longer available, the employee may exercise bumping rights according to seniority.

b. Leaves for a school year or that terminate prior to next bumping session. Employees returning to work under this scenario will not be guaranteed the same position which they vacated for their leave. They will instead participate in the bumping process according to their seniority. They will not, however be allowed to bump into a position that is not vacant unless there is no vacant position available that has, within 2.5 hours, the total weekly work hours of the position the employees held before their leave.

c. Leaves that continue over a bumping session but that terminate prior to the end of a school year. Employees returning to work under this scenario only will be allowed to bump into the least senior position for which they are qualified, and which has, within 2.5 hours, the total number of weekly work hours that were with the position they held before their leave.

Section 8. Bereavement Leave: Bereavement leave shall be granted when there is a death in the immediate family that causes the employee to lose working time. Immediate family is defined as an employee's spouse, parents, step-parents, children, step-children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse. The bereavement leave shall not exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way; four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way; or five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. This benefit does not apply to long-term substitutes working less than one-half year. Bereavement leave used shall be deducted from accumulated sick leave.

Section 9. Association Leave Days: At the beginning of each school year, the exclusive representative shall be credited with twelve (12) days to be used by the exclusive representative by union employees who are officers or agents of such for conducting the business of the exclusive representative. The exclusive representative agrees to notify the school superintendent of its designated representative(s) no less than 48 hours in advance when possible of such leave. Unless extreme circumstances dictate, no more than two (2) persons per day may use Association leave at a time. The superintendent will consider granting additional unpaid leave for reasonable time off if a request is made one week in advance of needing said leave. Rather than using unpaid leave, the employees may use accumulated paid leave (if available) instead of leave without pay.

Section 10. Minnesota Paid Leave: An employee may, at their discretion, utilize sick or other forms of paid time off or disability insurance program benefits in lieu of Paid Family Medical Leave program benefits.

The Employer agrees to pay the minimum percent required by law for the Minnesota Paid Family Medical Leave premiums assessed pursuant to Minnesota Statute Section 268B.14.

Section 11. Licensure and Certification Reimbursement: Employees required by the Employer to maintain or obtain licensure or certification as a condition of their position shall be eligible for reimbursement as follows:

- Licensed Practical Nurses (LPNs): Up to $100 every two (2) years for required licensure or certification renewal.
- Certified Occupational Therapy Assistants (COTAs): Up to $200 every two (2) years for required certification renewal through the National Board for Certification in Occupational Therapy (NBCOT).

The Employer shall also reimburse employees up to $400 every other year for the cost of required certifications or training, including but not limited to CPR or similar courses, when such certifications are required by state licensing.

Reimbursement shall be made upon submission of proof of payment and successful completion of the required licensure or certification.

ARTICLE VIII - - HOLIDAYS

Section 1. Paid Holidays: Employees shall be eligible for Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, President's Day, Good Friday, and Memorial Day and shall be granted with pay on a prorated basis.

Example: An employee working three (3) hours per day shall receive seven (7), three (3) hour holiday days per year.

ARTICLE IX -- SEVERANCE PAY/BENEFICIARIES RECEIVE EARNED SEVERANCE

Section 1. Severance Pay: Staff members who have been employees for at least nine (9) months per year in Independent School District No. 94 shall, upon separation, receive severance pay, according to the following schedule:

Employees working six (6) or more hours per day/thirty (30) hours per week:

- Employees who have at least twelve (12) years of experience at six (6) or more hours per day/thirty (30) hours per week shall receive $1100.00 for each day of unused sick leave, not to exceed 90 days.
- Employees who are at least fifty-five years of age and retire from the district who have at least five (5) years of experience at six (6) or more hours per day/thirty (30) hours per week shall receive $1100.00 for each day of unused sick leave, not to exceed ninety (90) days.
- Employees who are at least fifty-five years of age and retire from the district who have at least ten (10) years of experience at six (6) or more hours per day/thirty (30) hours per week shall receive $1100.00 for each day of unused sick leave, not to exceed one hundred and twenty (120) days.

Employees working less than six (6) or more hours per day/thirty (30 hours per week:

- Employees who have at least twelve (12) years of experience but do not have at least twelve (12) years of experience at six (6) or more hours per day/thirty (30) hours per week, shall receive $8075.00 for each day of unused sick leave, not to exceed ninety (90) days.
- Employees who are at least fifty-five years of age and retire from the district who have at leave five (5) years of experience but do not have at least five (5) years of experience at six (6) or more hours per day/thirty (30) hours per week shall receive $8075.00 for each day of unused sick leave, not to exceed ninety (90) days.

- Employees who are at least fifty-five years of age and retire from the district who have at least ten (10) years of experience but do not have at least ten (10) years of experience at six (6) or more hours per day/thirty (30) hours per week shall receive $80~~75~~.00 for each day of unused sick leave, not to exceed one hundred and twenty (120) days.

Section 2. Beneficiaries to Receive Earned Severance: Any employee who meets the qualifications for retirement severance pay may designate a beneficiary or beneficiaries who will receive the employee's severance should that employee meet the contract qualifications for severance but die prior to retirement. In order for this payment to be received, it will be the employee's responsibility to designate a beneficiary with the district's business office.

ARTICLE X -- WORKERS' COMPENSATION

Section 1. Reporting Injuries: All injuries sustained, no matter how trivial they appear to be, must be reported to the superintendent's office within twenty-four (24) hours of the time of the accident.

Section 2. Compensation: Any employee who is injured in the line of duty shall receive such compensation and expenses prescribed by the Workers' Compensation Law of the State of Minnesota. Such compensation shall be supplemented with an amount sufficient to maintain the employee's regular salary for a period not to exceed accumulated sick leave. Sick leave shall be charged only for that portion in excess of the Workers' Compensation payment. Compensation will be based on the salary rate at time of injury and shall not increase during the period of time employee is receiving Workers' Compensation.

ARTICLE XI -- RETIREMENT

Section 1. Health and Physical Disability: The school board reserves the right to retire an employee if said employee is unable to perform the duties satisfactorily because of poor health or physical disability.

Section 2. Pensions: All employees of the school district are required to become members of retirement funds under the laws of the State of Minnesota.

ARTICLE XII -- MEDICAL EXAMINATION

Section 1. Physical Examination:

a. The school board may require a physical examination of any employee at such time as deemed necessary. The cost of the examination shall be paid by the district.

b. An employee who is not able to return to duty on the day following two (2) weeks of illness or injury shall present a certificate of ableness from a physician to the superintendent upon their return to work.

c. An employee who has been absent from work because of a nervous disorder must present a satisfactory report from a physician to the superintendent before returning to work.

d. An employee must have the permission of the superintendent to return to work if it is necessary for said employee to use crutches or if portions of the employee's body are bandaged, in slings, or if the condition of the body is of such a nature as to attract undue attention.

ARTICLE XIII -- REQUEST TO SCHOOL BOARD

Section 1. Procedure: All employees are encouraged and shall be given opportunities to express their wishes to the school board. However, all complaints and requests shall be made through appropriate channels. There are three (3) appropriate channels through which the wishes of the employees may reach the superintendent of schools and the

school board.

a. Through an authorized committee or president of an officially recognized employee organization.

b. Through the line of authority.

c. If employees wish to express a concern about a supervisor, they may speak directly with the following supervisor in the line of authority – building administrator or superintendent. They may bring a union representative with them if they so choose.

Section 2. Communications: The union and school administration will schedule up to two (2) meetings per year to discuss policies and other matters relating to their employment which are not terms and conditions of employment. It will be up to the union leadership to request and schedule meeting times with the Central Administration Office. Employee representatives at these meetings should include one (1) representative from each school building and the union stewards (maximum of six (6) employees – one or more stewards may double as building representatives). Up to one (1) hour of additional time may be recorded on the timesheets for meetings beyond the employees' regular work day.

ARTICLE XIV -- MAINTENANCE OF MEMBERSHIP

Employees occupying positions covered by this Agreement, may become members of Local 545. A copy of this contract will be issued to each new member.

District will have union folders, provided by the union, in the central office and will direct new staff that they may take one and review the information to determine if they are interested in joining the union.

ARTICLE XV -- GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean a disagreement between the employee and the school board as to the interpretation of any terms of any contract required under PELRA.

Section 2. Representative: The employee, superintendent, or school board may be represented during any step of the procedure by a person designated to act in their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Variation from Procedure: The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits will result in a forfeit of the grievance, or, in the case of the employer, shall constitute a denial of the grievance.

Subd. 2. Days: "Days" mean calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes, or non-duty days during the school year.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, legal holiday, or non-duty day during the school year.

Subd. 4. Filing or Service: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period or is received within the time period through personal service.

Section 4. Step One: Any grievance must first be submitted in writing to the superintendent within twenty (20) days after the date of the event or through the use of reasonable diligence, the employee should have had knowledge of the occurrence that gave rise to the grievance. An effort may first be made to adjust an alleged grievance informally between the employee and the parties. The superintendent will answer the employee in writing within fifteen (15) days of receipt of the written grievance.

Section 5. Step Two: In the event the grievance is not resolved in Section 4, the employee may submit an appeal to the school board in writing within ten (10) days of the receipt of the superintendent's decision. The School Board will set a date, which is mutually agreeable for hearing the appeal within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the school board shall issue its decision in writing to the parties involved.

Section 6. Arbitration Procedures: Any controversy or dispute which has been submitted to the grievance procedure and not there resolved may be submitted to arbitration as defined herein.

Subd. 1. The employee must submit his/her request to arbitrate to the superintendent's office within ten (10) days of receipt of the school board's decision.

Subd. 2. Selection of the Arbitrator: The school board, the employee and his/her representative will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the school board and the employee are unable to agree on an arbitrator, they will request from the Director of BMS a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. The remaining arbitrator shall hear and decide the grievance.

Subd. 3. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 4. Decision: Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971, as amended.

Subd. 5. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses, which the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 6. Jurisdiction: The arbitrator shall not have the power to add, to subtract from, or to modify in any way, the terms of the existing Agreement.

Subd. 7. Processing of Grievance: Processing of all grievances shall be during the normal work day whenever possible and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their participation in a grievance proceeding, are as follows:

a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or

b. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

ARTICLE XVI - - DISCIPLINE AND TERMINATION

The disciplinary process described herein is designed to utilize progressive steps and, where appropriate, to produce positive corrective action.

Section 1. Upon completion of the probationary period, an employee shall be disciplined and discharged only for just cause. Disciplinary action shall be progressive and follow the steps listed below: (1) oral warning; (2) written warning; (3) suspension (paid or unpaid) and/or demotion, and (4) discharge.

In cases of serious misconduct or incompetence, discipline need not be progressive and may for a first offence involve an appropriate suspension or discharge. Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct.

Section 2. Procedures for Administering. In an instance where any form of discipline is imposed the employee's supervisor will:

a. Advise the employee of any inadequacy, deficiency of conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time, and nature of the oral warning.

b. Provide directives to the employee to correct the conduct or performance.

c. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.

d. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.

e. Specify the expected level of performance or modification of conduct to be required from the employee.

Section 3. During an investigative process, employees have the right to request to have a union representative present during an interview when the employee reasonably believes that the interview is likely to result in disciplinary action (Weingarten Rights). Management is not required to inform the employee of these rights; but once an employee requests representation, management has three options:

1. Grant the request and delay questioning until the union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;

2. Deny the request and end the interview immediately; or

3. Give the employee a clear and voluntary choice between having the interview without representation, or ending the interview.

Section 4. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. A record of an oral reprimand may be entered into the personnel record. If an oral reprimand is included in an employee's file, that reprimand will be removed from the employee's file in two years if no further disciplinary action on that matter has been taken and the employee asks to have that oral reprimand removed. An employee shall receive a copy of all evaluative and disciplinary entries into their own personnel record and shall be entitled to provide a written response to those entries which shall be placed with the entry in the employee's record.

The employee must provide that written response within 15 calendar days from the time the employee is notified of the record.

SCHEDULE C: CLASSIFICATIONS AND WAGES

PAC HOURLY PAY RATE SCHEDULE: JULY 1, 2026~~4~~ – JUNE 30, 2028~~6~~

STEPS	2026~~4~~-2027~~5~~	2027~~5~~-2028~~6~~
SALARY SCHEDULE INCREASE	**$0.65~~0~~ increase**	**2.5~~3~~% or Me Too if EMC higher**
Paraprofessionals and AIE Tutors (NLA will receive $1 premium per hour) Credit for yrs. of in-district experience up to limits identified on the salary schedule. Each year going forward from this contract, one more step becomes available up to the maximum number of steps – currently ten steps. For the purpose of salary only, the S.T.A.R.T. driver falls under this pay scale		
1	$20.61~~19.43~~	$21.13~~20.01~~
2	$20.88~~19.69~~	$21.40~~20.28~~
3	$21.18~~19.98~~	$21.71~~20.58~~
4	$21.47~~20.26~~	$22.00~~20.87~~
5	$21.75~~20.53~~	$22.29~~21.15~~
6	$22.03~~20.81~~	$22.59~~21.43~~
7	$22.34~~21.11~~	$22.90~~21.74~~
8	$22.63~~21.39~~	$23.20~~22.03~~
9	$22.95~~21.70~~	$23.52~~22.35~~
10	$23.24~~21.98~~	$23.82~~22.64~~
CMA/Health Assistants		
1	$24.00~~22.72~~	$24.60~~23.40~~
2	$24.34~~23.05~~	$24.95~~23.74~~
3	$24.66~~23.36~~	$25.28~~24.06~~
4	$24.99	$25.61
5	$25.32	$25.95
LPNs		
1	$24.67~~23.37~~	$25.29~~24.07~~
2	$25.24~~23.92~~	$25.87~~24.64~~
3	$25.90~~24.56~~	$26.54~~25.30~~
4	$26.52	$27.18
5	$27.14	$27.82

STEPS	2026~~4~~-2027~~5~~	2027~~5~~-2028~~6~~
SALARY SCHEDULE INCREASE	**$0.65~~0~~ increase**	**2.5~~3~~% or Me Too if EMC higher**
~~AIE Tutors:~~ ~~Credit for yrs. of in-district experience up to limits identified on the salary schedule. Each year going forward from this contract, one more step becomes available up to the maximum number of steps – currently ten~~eight steps. ~~For the purpose of salary only, the S.T.A.R.T. driver falls under this pay scale~~		
~~1~~	~~$19.43~~	~~$20.01~~
~~2~~	~~$19.69~~	~~$20.28~~
~~3~~	~~$19.98~~	~~$20.58~~
~~4~~	~~$20.26~~	~~$20.87~~
~~5~~	~~$20.53~~	~~$21.15~~
~~6~~	~~$20.81~~	~~$21.43~~
~~7~~	~~$21.11~~	~~$21.74~~
~~8~~	~~$21.39~~	~~$22.03~~
AIE Liaisons: Credit for yrs. of in-district experience up to limits identified on the salary schedule.		
1	$21.75~~20.53~~	$22.29~~21.15~~
2	$22.03~~20.81~~	$22.59~~21.43~~
3	$22.34~~21.11~~	$22.90~~21.74~~
4	$22.63~~21.39~~	$23.20~~22.03~~
5	$22.95~~21.70~~	$23.52~~22.34~~
6	$23.24~~21.98~~	$23.82~~22.64~~
7	$23.55~~22.28~~	$24.14~~22.95~~
8	$23.84~~22.56~~	$24.43~~23.24~~
9	$24.14	$24.74
10	$24.44	$25.05
COTA		
1	$24.66~~23.36~~	$25.28~~24.06~~
2	$25.36~~24.04~~	$26.00~~24.76~~
3	$26.04~~24.70~~	$26.69~~25.44~~
4	$26.73	$27.40
5	$27.42	$28.11

Placement on the salary schedule will be as follows:

1. Employees hired prior to December 31, get credit for the full year. Employees hired after December 31, do not move a step until the end of the following school year.

   a. All new employees, beginning with the 2008-2009 school year will start on Step 1.

2. This salary schedule will be used for summer school employment.

Longevity Pay:

Longevity pay, based on years of service as a paraprofessional, AIE tutor or liaison, or a COTA in the school district (adjusted for full year leaves of absence), is effective July 1, 2014, and will be paid according to the chart listed below. Employees hired between July 1, and December 31, will have their first year of service credited July 1 following their hire. Employees hired between January 1 and June 30 will have their first year of service credited the second July 1st following their hire. Longevity pay will begin in September of the year in which the employee begins their 11th year of service.

For example:

Employee Seniority Date: 10/1/2000
Employee did not incur any full year leaves of absence)

Longevity years of service as of 7/1/15: 15 years (Note: Start 15th year beginning 10/1/15)

Longevity pay September 2015 – May 2016: $50.00 per month

New Longevity

	2026~~4~~-2028~~6~~
	Per Month
10 – 14 Years	$140~~35~~.00
15 – 19 Years	$170~~65~~.00
20+ Years	$195~~0~~.00

S.T.A.R.T. Driver/Type III Bus Driver Certification:

If S.T.A.R.T. driver serves to coordinate Type III bus driver certification for district staff s/he will receive a $500 stipend for the year and will receive an additional $500 stipend if s/he manages the district type III vehicle fleet.

Compensation for Work Outside of Job Classification:

1. Additional Compensation: Paraprofessionals shall receive an additional payment of $30 per day for each day in which they are directed by the principal to perform supervisory duties outside of their classification. Minimum of twenty (20) minutes of working outside job classification to receive compensation.
2. Definition of Work Outside of Job Classification: For the purposes of this provision, "work outside of job classification" refers to supervising classrooms without appropriate coverage or with a substitute teacher in an SP/DCD or EBD Setting 3 or 4 classroom with the advanced approval of the principal. This does not include increased loads of students who may be accessing the media center throughout the day.
~~2.~~3. If there are two or more employees covered by the collective bargaining agreement covering a room at the same time, only the most senior per room shall receive the additional compenstation. If there are employees covering the same room but at different times of the day, each employee would be eligible as long as it complies with the other provisions of this section.
~~3.~~4. Notification: Paraprofessionals shall be provided with reasonable advance notice whenever possible regarding

the requirement to perform work outside of their job classification.

MINIMUM QUALIFICATIONS FOR EMPLOYEE CATEGORIES

UNIT MEMBER QUALIFICATIONS (Applies to all positions including AIE Positions)

An employee must have earned a high school diploma or its recognized equivalent and must also meet at least one of the following requirements: (1) completed at least two years of study at an institution of higher education; (2) obtained an associate's degree or higher; or (3) met a rigorous standard of quality and demonstrated, through a formal State or local academic assessment approved or recognized by the District, knowledge of and the ability to assist in instructing reading/language arts, writing, and mathematics, or, as appropriate, reading readiness, writing readiness, and mathematics readiness.

TITLE I ASSISTANT

1. Reading and math background.
2. Ability to tutor students on a one-to-one basis or in small groups/teams.
3. Demonstrated knowledge in the use of technology.

GENERAL EDUCATION ASSISTANT

1. Ability to work effectively with and tutor students on a one-to-one basis or in small groups/teams.
2. Demonstrated knowledge in the use of technology.

MULTI-PURPOSE COMPUTER LAB MANAGERS (ASSISTANTS)

1. Existing knowledge and demonstrated understanding of technology, including computer hardware, software applications and networks. (Administer self-assessment technology survey)
2. Ability to provide technology training and technical assistance to students and staff.
3. Ability to integrate technology for all users.
4. Formal technology training preferred but not required.
5. Demonstrated knowledge of maintenance of equipment.
6. Work with students including teacher in whole class groups and without teacher in small groups.

MEDIA CENTER ASSISTANT

1. Ability to integrate technology for all users.
2. Ability to utilize electronic library automation system.
3. Ability to work with students including teacher in whole class groups and without teacher in small groups.
4. Demonstrated knowledge of the use and maintenance of computers and audio-visual equipment.

SPECIAL EDUCATION ASSISTANT

1. Physical requirements.
2. Ability to tutor students on a one-to-one basis or in small groups/teams.
3. Demonstrated knowledge in the use of technology.

LICENSED PRACTICAL NURSE

1. Must hold current LPN license.
2. Physical requirements.
3. Demonstrated knowledge in the use of technology.

From: Beth Nelson
To: Michael Cary
Cc: Mary Marciniak
Subject: "I am submitting my request to negotiate my Print Shop contract. My contract will end on June 30, 2026. Thank you Beth Nelson
Date: Wednesday, July 1, 2026 11:15:33 AM

I am submitting my request to negotiate my Print Shop contract. My contract will end on June 30, 2026. Thank you Beth Nelson

CLOQUET
PUBLIC SCHOOLS
Independent School District No. 94
Cloquet, Minnesota 55720

Central Administration
509 Carlton Avenue • 218-879-6721 • FAX-879-6724
Cloquet Senior High School
1000 18th Street • 218-879-3393 • FAX-879-6494
Cloquet Middle School
509 Carlton Avenue • 218-879-3328 • FAX-879-4175
Churchill Elementary School
515 Granite Street • 218-879-3308 • FAX-879-7034
Washington Elementary School
801 12th Street • 218-879-3369 • FAX-879-3360
Community Education
302 14th Street • 218-879-1261 • FAX-879-6941
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX-879-6941
http://www.cloquet.k12.mn.us

Memorandum

TO: School Board of ISD 94

FROM: Dr. Michael Cary, Superintendent

DATE: July 13th, 2026

RE: Request to Negotiate

Dear Board Members,

I am formally submitting my request to negotiate for a contract to begin July 1, 2027. It has been an honor to serve the district and I would be happy to continue to do so should the board be inclined to support.

Welcome to the Cloquet Middle School!!

Middle school is an exciting time for our students! We do our best to provide the very best opportunities for ALL students as they learn, grow, and prepare for high school. At CMS we talk a lot about Lumberjack Pride. We take pride in our school, our community, and of course our students. We believe in supporting, encouraging, and preparing each and every student who enters our doors. Our motto is "***All kids can learn, We can teach them, No exceptions, No excuses***".

We have provided this handbook to help students and parents understand the policies and procedures used at the Cloquet Middle School. Students are encouraged to read this document carefully with their parent/guardian. It should answer many of your questions regarding school rules, student dress, discipline, and attendance policies.

The Student/Parent Handbook is comprised of four parts:

Part I - Information
Part II - Academics
Part III - Rules and Discipline
Part IV - Health and Safety

Cloquet District policies referenced throughout the handbook can be found on the Cloquet District website (www.isd94.org). Click on "Our District" at the top and then "District Policies" on the left.

Cloquet Middle School is committed to maintaining effective communication. We encourage both students and loved ones to keep current with upcoming events and activities by checking our website at www.isd94.org and making sure we have updated contact information. As always if you have any questions or concerns please call the Middle School Main Office (218-879-3328) and we will get you the help you need.

Cloquet Middle School Mission Statement

Cloquet Middle School is dedicated to connecting academic, social and personal growth to empower student ownership in problem solving during the learning process. Consistent expectations and standards will be used to assure literacy and individual mastery in all academic areas. We are committed to using all available resources by evaluating classroom, district, and state assessments to support the ongoing success of the individual learner.

PART I – INFORMATION

Arrival and Dismissal Hours

School building hours are 8:30 AM to 3:30 PM.

- ***Students will not be allowed into the building before the doors open at 8:00 AM.***

Closed Campus Policy

Students will remain in the building from the opening of school in the morning until the close of school in the afternoon. THIS INCLUDES THE NOON BREAK FOR LUNCH. Students MUST obtain an out-of-building pass in the main office for approved appointments.

- ***Students leaving the building without office approval will be considered truant.***

Backpacks / Bags

Backpacks and bags are allowed to be brought to school. These items need to be left in the students locker throughout the day. They may not be taken to classrooms, bathrooms, or the lunchroom.

Extra-Curricular Eligibility Rules

Middle school students participating in school activities will follow the same guidelines for eligibility as the Cloquet High School and the Minnesota State High School League.

Middle school students participating in activities cannot use, or possess, any illegal substance, including (but not limited to): alcohol, tobacco, vape paraphernalia, marijuana or any other controlled substance.

The penalties for such behavior will follow Cloquet High School rules and guidelines for activities.

Fees

Materials that are part of the basic educational program are provided with state, federal, and local funds at no charge to a student. Students are expected to provide their own pencils, pens, paper, erasers, notebooks, and other personal items. Students may be required to pay certain other fees or deposits, including (not an inclusive list):

- Admission fees or charges for extracurricular activities, where attendance is optional and where the admission fees or charges a student must pay to attend or participate in an extracurricular activity are the same for all students, regardless of whether the student is enrolled in a public or a home school.
- Cost for materials for a class project that exceeds minimum requirements and is kept by the student.
- Security deposits for the return of materials, supplies, or equipment.
- Personal physical education and athletic equipment and apparel.
- Items of personal use or products that a student has an option to purchase such as student publications, class rings, annuals, and graduation announcements.
- Field trips considered supplementary to the district's educational program.
- Admission fees or costs to attend or participate in optional extracurricular activities and programs.
- Voluntarily purchased student health and accident insurance.

- Use of musical instruments owned or rented by the school district.
- A school district-sponsored driver or motorcycle education training course.
- Transportation to and from school for students living within two miles of school.
- Transportation of students to and from optional extracurricular activities or post-secondary instruction conducted at locations other than school.

Students will be charged for textbooks, workbooks and library books that are lost or destroyed. The school district may waive a required fee or deposit if the student and parent/guardian are unable to pay. For more information, contact the Head Principal.

Fundraising

All fundraising activities conducted by student groups and organizations and/or parent groups must be approved in advance by the Head Principal. Participation in non approved fundraising activities is a violation of school district policy. Solicitations of students or employees by students for nonschool-related activities will not be allowed during the school day.

Interviews of Students by Outside Agencies

Students may not be interviewed during the school day by persons other than a student's parents/guardians or school district officials, employees, and/or agents, except as provided by law and/or school policy.

Lunch

Lunch is to be eaten in designated areas only. Lunch times vary by classroom. Students will be notified of their assigned lunch time on the first day of school. Students may purchase lunch at school or bring a prepared lunch from home. Milk will be available for purchase to supplement lunches brought from home.

Lunch money may be deposited either online or paid directly to lunch personnel in the lunchroom. If paying online parents/guardians may create/access your students ***online*** account on the district website.

Details on negative account balances and unpaid meal charges can be located in the ***District Policies*** section of the district website (Policy #534).

Students may be eligible for free and reduced price lunches and/or breakfasts. Free and reduced price eligibility forms are available in the CMS main office or on the district website. For more information regarding eligibility for free and reduced price meals, contact the CMS main office.

Nondiscrimination

The school district is committed to inclusive education and providing an equal educational opportunity for all students. The school district does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age in its programs and activities. The school board has designated the District Superintendent as the district's human rights officer to handle inquiries regarding nondiscrimination.

Notice of Violent Behavior by Students

The school district will give notice to teachers and other appropriate school district staff before students with a history of violent behavior are placed in their classrooms. Prior to giving this notice, district officials will inform the student's parent or guardian that the notice will be given. The

student's parents/guardians have the right to review and challenge their child's records, including the data documenting the history of violent behavior.

Outside Deliveries To School

On occasion deliveries to students during the school day might occur (i.e. flowers, balloons, etc.). Students will be notified at the end of the school day to pick up such deliveries. At no time will the student be allowed to pick up and carry items during the normal school hours. **REMINDER:** No latex balloons are allowed in the building.

Parent and Teacher Conferences

7th and 8th grade parent and teacher conferences are held in the middle of each quarter. 5th and 6th grade are held twice a year. Dates for CMS conferences can be found on the district calendar which can be downloaded from the district website. For more information, contact the CMS Main Office.

Parent Volunteers

Parents/guardians are welcome in the schools and are encouraged to volunteer in their children's classrooms. To volunteer in the school building or classroom, parents/guardians should contact the classroom teacher. Parents/guardians who visit the school should sign in at the ***CMS Main Office*** before entering the school. For more information, contact the Head Principal**.**

School Activities

The school district provides opportunities for students to pursue special interests that contribute to their physical, mental, and emotional health. Formal instruction is the school district's priority.

Students who participate in school-sponsored activities are expected to responsibly represent the school and community. All rules pertaining to student conduct and student discipline apply to school activities.

All spectators at school-sponsored activities are expected to behave appropriately. Students and employees may be subject to discipline. Parents/guardians and other spectators may be subject to sanctions for inappropriate, illegal, or unsportsmanlike behavior at these activities or events.

The Cloquet School District is a member of the Minnesota State High School League (MSHSL). Students who participate in MSHSL activities must abide by the MSHSL rules. The district will enforce all MSHSL rules during the school year and in the summer as applicable.

Employees who conduct MSHSL activities will cover applicable rules, penalties, and opportunities with students and parents/guardians prior to the start of an activity. For more information about the MSHSL rules and student eligibility requirements, contact the Cloquet Activities Director.

School Closing Procedures

School may be canceled when the superintendent believes severe weather or other circumstances threaten the safety of students and employees. The superintendent will decide as early in the day as possible about closing school or school buildings. School closing announcements will be broadcast over the following:

- Direct Phone Message/Email sent from district Office
- TV… KBJR (6), WDIO (10), CBS (3), FOX 21 (21)
- Radio… WKLK (1230 AM, 96.5 FM), KDAL (610 AM, 95.7 FM)

If you are unsure you may always contact the CMS Main Office.

Student Property and Valuables

Students are encouraged not to bring valuables to school. A general rule of thumb to protect valuables is, if you do not need it in school, don't bring it. The school does not assume liability for lost or stolen property. (See **District Policy #502** regarding stolen property and reasonable care of confiscated items).

Steps to protect valuables:

- Never leave valuables unsecured – keep in your possession or in a locked locker
- Students should never give anyone their locker combinations
- Inquire early and often about lost property
- Label all possessions
- Make payments at the main office before school, preferably by check
- Hand any large sums of money to the main office for safekeeping

Searches

In the interest of student safety and to ensure that schools are drug free, district authorities may conduct searches. Students violate school policy when they carry contraband on their person or in their personal possessions or store contraband in desks, lockers, or vehicles parked on school property. "Contraband" means any unauthorized item, the possession of which is prohibited by school district policy and/or law. If a search yields contraband, school officials will seize the item(s) and, when appropriate, give the item(s) to legal officials for ultimate disposition. Students found to be in violation of this policy are subject to discipline in accordance with the school district's "Student Discipline" policy, which may include suspension, exclusion, expulsion, and, when appropriate, the student may be referred to legal officials.

Lockers and Personal Possessions Within a Locker

Under Minnesota law, school lockers are school district property. At no time does the school district relinquish its exclusive control of lockers provided for students' convenience. School officials may inspect the interior of lockers for any reason at any time, without notice, without student consent, and without a search warrant.

Students' personal possessions within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school officials will provide notice of the search to students whose lockers were searched, unless disclosure would impede an ongoing investigation by police or school officials.

Personal Possessions and Student's Person

The personal possessions of a student and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

Student Publications and Materials

The school district's policy is to protect students' free speech rights while, at the same time, preserving the district's obligation to provide a learning environment that is free of disruption. All school publications are under the supervision of the building principal and/or sponsor. Non School-sponsored publications may not be distributed without prior approval.

Distribution of Nonschool-Sponsored Materials on School Premises

The school district recognizes that students and employees have the right to express themselves on school property. This protection includes distributing nonschool-sponsored material, subject to school district regulations and procedures, at a reasonable time and place and in a reasonable manner. For detailed information, see the complete "Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees" policy on the district website (policy #904)

School-Sponsored Student Publications

The school district may exercise editorial control over the style and content of student expression in school-sponsored publications and activities. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies. Students producing official school publications and participating in school activities will be under the supervision of a faculty advisor and the school principal. "Official school publications" means school newspapers, yearbooks, or material produced in communications, journalism, or other writing classes as part of the curriculum. Expression in an official school publication or school-sponsored activity is prohibited when the material:

- Is obscene to minors;
- Is libelous or slanderous;
- Advertises or promotes any product or service not permitted for minors by law;
- Encourages students to commit illegal acts or violate school regulations or substantially disrupts the orderly operation of school or school activities;
- Expresses or advocates sexual, racial, or religious harassment or violence or prejudice;
- Is distributed or displayed in violation of time, place, and manner regulations.

Expression in an official school publication or school-sponsored activity is subject to school district editorial control over the style and content when the school district's actions are reasonably related to legitimate pedagogical concerns. Official school publications may be distributed at reasonable times and locations.

Student Records

Student records are classified as public, private, or confidential. State and federal laws protect student records from unauthorized inspection or use and provide parents/guardians and eligible students with certain rights. For the purposes of student records, an "eligible" student is one who is 18 or older or who is enrolled in an institution of post-secondary education. A complete copy of the school district's "Protection and Privacy of Pupil Records" policy may be obtained on the District Policies page of the district website (Policy #515).

Tardiness

It is the student's responsibility to report to school and classes on time. When a student reports to school after 8:30 AM they must report to the office for a pass. Students who repeatedly break this rule shall be reported to the office for disciplinary action.

Transportation of Public School Students

The school district will provide transportation, at the expense of the school district, for all resident students who live two miles or more from the school. Transportation will be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break, except in certain circumstances. The school district will not provide

transportation for students whose transportation privileges have been revoked or have been voluntarily surrendered by the students' parent or guardian.

Truancy Policy

Cloquet Public Schools attendance policy obligates us to notify the parent/guardian in writing when a student has compiled eight (8) excused and/or unexcused absences from school regardless of the reason.

If a student reaches three (3) unexcused absences or a total of fifteen (15) excused and/or unexcused absences from school regardless of the reason; the truancy officer may elect to determine that student a "continuing truant".

At this point they may request a meeting to address the issue further. Other school officials may be requested to attend this meeting. School services or other outside services will be offered to assist with the problem when appropriate. A parent/student contract may be ordered.

- **Students need to provide a medical excuse from a doctor's office for all illnesses to be excused without consequence towards truancy**.

Video and Audio Recording

School Buses

All school buses used by the school district may be equipped for the placement and operation of a video camera. The school district will post a notice in a conspicuous location informing students that their conversations or actions may be recorded. The school district may use a video recording of the actions of student passengers as evidence in any disciplinary action arising from the students' misconduct on the bus.

Places Other Than Buses

The school district buildings and grounds may be equipped with video cameras. Video surveillance may occur in any school district building or on any school district property. Video surveillance of locker rooms or bathrooms will only be utilized in extreme situations, with extraordinary controls, and only as expressly approved by the superintendent.

PART II — ACADEMICS

Cheating and Plagiarism

Cheating and plagiarism are prohibited. Students who cheat or commit plagiarism on any test or assignment will be given a failing grade for that test or assignment and will be disciplined in accordance with the school district's "Student Discipline" policy (Policy #506).

Field Trips

Field trips may be offered to supplement student learning in which students voluntarily participate and, if so, students who participate may be charged. Students will not be required to pay for instructional trips that take place during the school day, relate directly to a course of study, and require student participation.

Grades

Students' report cards are available at mid quarter conferences, we do not mail them home. Students' progress may be viewed anytime online throughout the school year via Parent Portal. Contact the CMS Guidance Office if you need help getting that set up.

Physical Education/Pool Policy

Students who are unable to participate in physical education class or swim unit need to have a doctor's note on file with the school nurse to be excused from class.

Students should wear appropriate gym and swim attire, including tennis shoes, for physical education class.

Promotion and Retention

Promotion from grades 5-8 will be based upon student achievement in all academic areas of study. In order to advance from one grade to the next in sequence, a student must not:

1. Fail 2 or more year-long courses; this will show as an "F" or "Does Not Meet"
OR
2. Fail a combination of 3 quarter courses and 1 year-long course

Students not meeting these criteria will be given the option to complete all terms and conditions of the Cloquet Middle School summer school program. Students not choosing to attend the summer school program OR not meeting the conditions set forth to pass summer school may be retained.

Summer School

The school district may provide summer school learning opportunities. Requirements for summer school vary from grade to grade. Class failure, teacher recommendation, and parent request are all potential pathways to summer school availability. For more information, contact the CMS Guidance Office.

PART III — RULES AND DISCIPLINE

Attendance

Regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability. For detailed information, see the district "Student Attendance" policy on the district website (*policy #503*).

Bullying Prohibition

The school district is committed to providing a safe and respectful learning environment for all students. Acts of bullying, in any form, by either an individual student or a group of students, are prohibited on school district property, at school-related functions or activities, on school transportation, and by misuse of technology. For detailed information, see the school district's "Bullying Prohibition" policy on the district website (*policy #514*).

Buses – School Buses Conduct and Consequences for Misbehavior

Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school

students. The school district will not provide transportation for students whose transportation privileges have been revoked.

The school district is committed to transporting students in a safe and orderly manner. To accomplish this, student riders are expected to follow school district rules for waiting at a school bus stop and for riding on a school bus.

While waiting for the bus or after being dropped off at a school bus stop, all students must comply with the following rules:

- Get to the bus stop five minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- Respect the property of others while waiting at the bus stop.
- Keep your arms, legs, and belongings to yourself.
- Use appropriate language.
- Stay away from the street, road, or highway when waiting for the bus.
- Wait until the bus stops before approaching the bus.
- After getting off the bus, move away from the bus.
- If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- No fighting, harassment, intimidation, or horseplay.
- No use of alcohol, tobacco, or drugs.

While riding a school bus, all riders must comply with the following rules:

- Follow the driver's directions at all times.
- Remain seated facing forward while the bus is in motion.
- Talk quietly and use appropriate language.
- Keep all parts of your body inside the bus.
- Keep arms, legs, and belongings to yourself and out of the aisle.
- No fighting, harassment, intimidation, or horseplay.
- Do not throw any object.
- No eating, drinking, or use of alcohol, tobacco, or drugs.
- Do not bring any weapons or dangerous objects on the school bus.
- Do not damage the school bus.

Consequences for school bus/bus stop misconduct will be imposed by the school district under administrative discipline procedures. All school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement.

- ***Repeated misconduct on the bus may result in suspension of bus privileges.***

Cell Phones and Other Electronic Communication Devices

The school district holds high expectations for student behavior, academic integrity and responsible use of existing and emerging technologies such as cellular phones, digital picture/video cameras and/or phones and other personal electronic devices capable of capturing and/or transmitting data or images. Students who possess and/or use such devices at school or school sponsored events shall demonstrate the greatest respect for the educational environment and the rights and privacy of all individuals within the school community. The Cloquet Middle School highly recommends that all personal electronic devices be left at home. School issued devices can be used for all school-related electronic needs. Cloquet Middle School will not be

responsible for lost, stolen or damaged personal electronic devices. Standards for responsible use at school, on buses or at school activities:

Respect for the educational environment:

- Cellular phones, earbuds, and other personal electronic devices shall be turned off and kept in the student's locker during school hours. They are prohibited in any classroom during the school day unless specifically needed for the classroom activity (ie.. MCA tests, etc..)
- Students shall not use any electronic device that in any way disrupts or detracts from the educational environment.
- Students will not be allowed to leave class in response to any electronic device.
- Cellular phones and other devices may be used appropriately and respectfully before and after classes, in common areas such as near lockers or the cafeteria or outside on school grounds.
- With prior approval of the school principal, teachers may permit the purposeful use of personal electronic devices in support of curriculum learning objectives.
- In the case of medical necessity or emergency, a student shall be permitted to possess or use a cell phone or other personal electronic device provided the student receives advanced authorization from the school principal.

Respect for privacy rights:

- Students shall not photograph or videotape other individuals at school or at school sponsored activities without their knowledge and consent, except for activities considered to be in the public arena such as sporting events or public performances.
- Students shall not e-mail, post to the internet or otherwise electronically transmit images of other individuals taken at school without their expressed written consent.
- Use of cellular phones or other personal electronic devices is strictly prohibited in locker rooms and restrooms.

- **First Infraction –** An employee shall direct the student to turn off the device. The employee shall then confiscate the device and turn it into the school office, where the student may retrieve it at the end of the school day.
- **Second Infraction –** The second infraction shall result in confiscation of the device, which is to be turned in to the school office. The parents/guardians will be notified and must come in and pick up the device. A warning will be given that the next infraction will result in the termination of the right to possess a cellular phone or any electronic device at school for a period of 45 days.
- **Third Infraction –** The third infraction shall result in confiscation of the device, which is to be turned into the school office, notification of parent/guardian, and termination of the right to possess a cellular phone or any electronic device at school for a period of 45 days.
- **Repeated or Severe Infraction** – Any violation of this policy may also, at the principal's discretion, result in additional disciplinary action.

Discipline

Misbehavior by one student can disrupt the learning process for many other students. In addition, students must learn to practice good safety habits, value academic honesty, respect the rights of others, and obey the law. For detailed information on the Student Code of Conduct and consequences for violations, see the "Student Discipline" policy on the district website (policy #506).

Non Exclusionary Discipline (NED)

The Cloquet Middle School is committed to creating a safe environment for students to learn and grow. Our discipline philosophy is based in the belief that it is critical to keep students in school whenever possible. To achieve this we have a wide variety of non exclusionary discipline techniques that we use before we would consider whether a student would need to be suspended out of school.

- Here are some examples of NED that the middle will employ when discipline issues arise:
    - Handbook and Rules review with every student to start the year
    - Restorative chats with teachers and/or office staff
    - Referral to counselor/school social worker
    - Parent contact (phone or email)
    - Administrative conference
    - Referral to outside mental health expert (parent permission required)
    - Assignment to In School Suspension
    - Harm Repair Circle

Dress and Appearance

Students are encouraged to be dressed appropriately for school activities and in keeping with community standards.

- Appropriate clothing includes, but is not limited to, the following:
    - Clothing appropriate for the weather.
    - Clothing that does not create a health or safety hazard.
    - Clothing appropriate for the activity (i.e., physical education or the classroom).
- Inappropriate clothing includes, but is not limited to, the following:
    - Clothing with violent language or images.
    - Clothing with images or language regarding alcohol/drugs/tobacco.
    - Clothing with hate speech, profanity, or pornography.
- Hats/Hoods
    - Hats and hood may be worn with the understanding that a student's eyes and ears must be visible at all times.

Drug-Free School and Workplace

The possession and use of alcohol, controlled substances, and toxic substances are prohibited at school or in any other school location before, during, or after school hours. Paraphernalia associated with controlled substances also is prohibited. The school district will discipline or take appropriate action against anyone who violates this policy.

District policy is not violated when a person brings a controlled substance that has a currently accepted medical treatment into a school location for personal use if the person has a physician’s prescription for the substance except marijuana is not allowed on school property even if prescribed. Students who have prescriptions must comply with the school district’s “Student Medication” policy. The school district will provide an instructional program in every elementary and secondary school on chemical abuse and the prevention of chemical dependency.

Harassment and Violence Prohibition

The school district strives to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race,

color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. Detailed information on the school district's "Student Sex Nondiscrimination" policy on the district website (policy #522).

Hazing Prohibition

Hazing is prohibited. No student will plan, direct, encourage, aid, or engage in hazing. Students who violate this rule will be subject to disciplinary action pursuant to the school district's "Student Discipline" policy. Please see the school district's "Hazing Prohibition" policy on the district website (policy #526).

Internet Acceptable Use

All school district students have conditional access to the school district's computer system, including Internet access, for limited educational purposes, including use of the system for classroom activities, educational research, and professional and career development. Use of the school district's system is a privilege, not a right. Unacceptable use of the school district's computer system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including, but not limited to, suspension, expulsion, or exclusion; or civil or criminal liability under other applicable laws.

A copy of the school district's "Internet Acceptable Use" policy is available on the district website (policy #524).

Students will receive a copy of the school district's "Internet Acceptable Use" policy and are expected to understand and agree to abide by the policy as a condition of use of the school district's computer system. All students who wish to use the school district's computer system must sign the Internet Use Agreement form.

Tobacco-Free Schools; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction

School district students and staff have the right to learn and work in an environment that is tobacco free. School policy is violated by any individual's use of tobacco, tobacco-related devices, or carrying or using activated electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Students may not possess any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Any student who violates this policy is subject to school district discipline. For detailed information on the school district's "Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction" policy on the district website.

The following consequences will apply regarding student use and/or possession of alcohol, tobacco, vapes or drugs:

- **First violation:** Students will be suspended out of school 1 day for a non-THC tobacco or vaping offense, 3 days out of school and a ticket for a THC related offense. They will be asked to participate in a re-entry meeting with school staff and their parent/guardian upon returning from suspension.
- **Second violation:** A second vaping event of any kind will result in a student being suspended out of school for 3 days. Students will also be ticketed and assigned to complete a anti vaping curriculum with the counselor.

- **Third and subsequent violations:** Student will be ticketed and suspended out of school for 3 days. Student may be required to participate in a re-entry restorative circle with school restorative justice staff.

Vandalism

Vandalism of any district property is prohibited. Violators will be disciplined and may be reported to law enforcement officials.

Weapons Prohibition

No person will possess, use, or distribute a weapon when in a school location except as provided in school district policy. A "weapon" means any object, device, or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon. A weapon also includes look-alike weapons.

Appropriate discipline and action will be taken against any person who violates this policy. The school district does not allow the possession, use, or distribution of weapons by students. Discipline of students can include: immediate out-of-school suspension; confiscation of the weapon; immediate notification of police; parent or guardian notification; and recommendation to the superintendent of dismissal for a period of time not to exceed one year. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully. A student who brings a firearm to school will be expelled for at least one year, subject to school district discretion on a case-by-case basis. You can locate the "School Weapons" policy on the district website (policy #501).

PART IV — HEALTH AND SAFETY

Accidents

All student injuries that occur at school, at school-sponsored activities, or on school transportation should be reported to the ***teacher or adult in charge immediately***. Parents/guardians of an injured student will be notified as soon as possible. If the student requires immediate medical attention, the principal or other district leader will call 911 or seek emergency medical treatment and then contact the parent(s).

Crisis Management

The school district has developed a "Crisis Management" policy. Each school building has its own building-specific crisis management plan. Students and parents can be provided with information as to district- and school-specific plans. Contact the CMS Main Office for more details.

The "Crisis Management" policy addresses a range of potential crisis situations in the school district. The school district has developed general crisis procedures for securing buildings, classroom evacuation, campus evacuation, sheltering, and communication procedures. The school district will conduct lock-down drills, fire drills, and a tornado drill. Building plans include classroom and building evacuation procedures.

Emergency Contact Information

In the event of an emergency at school parents will be notified via email and via voice message from the district office. Be sure that your contact information is accurate in Infinite Campus. Please notify the CMS Main Office if there are changes to your contact information during the school year.

Health Information

First Aid

The nurse's office is equipped to handle minor injuries requiring first aid. If the nurse's office is not open, assistance can be sought from the building's administrative office. If a student experiences a more serious medical emergency at school, 911 will be called and/or a parent/guardian will be contacted depending on the situation.

Health Service

The student health office is staffed by a trained nurse.

Students who become sick at school should ask their teacher to go to the nurses office.In the event of an emergency, the nurse will evaluate the situation and determine if 911 should be called. The nurse will contact parent/guardian as soon as reasonably possible.

In the event that a student is too ill to continue the day at school the nurse will contact parent/guardian and arrange for students to go home early.

A parent/guardian should notify the school if his/her child is unable to attend school because of illness. Contact the CMS Main Office as soon as possible that morning.

Immunizations

All students must provide proof of immunization or submit appropriate documentation exempting them from such immunizations in order to enroll or remain enrolled. Students may be exempted from the immunization requirement when the immunization of the student is contraindicated for medical reasons; laboratory confirmation of adequate immunity exists; or due to the conscientiously held beliefs of the parents/guardians or student. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student reaches the age of 18. For a copy of the immunization schedule or to obtain an exemption form or information, contact the CMS School Nurses Office.

Medications at School During the School Day

The school district acknowledges that some students may require prescribed medication during the school day. The administration of prescription medications at school requires a completed signed request from the student's parent. A "Cloquet Public Schools Medication Administration Authorization" form must be completed once a year and/or when a change in the prescription or requirements for administration occurs. Prescription medications must be brought to school in the original container labeled for the student by a pharmacist, and must be administered in a manner consistent with the instructions on the label. Prescription medications are not to be carried by the student, but will be left in the CMS Nurses Office. Exceptions that may be allowed include: prescription asthma medications administered with an inhaler pursuant to school district policy and procedures, medications administered as noted in a written agreement between the school district and parent or as specified in an Individualized Education Program (IEP), a plan developed under Section 504 of the Rehabilitation Act (§504 Plan), or an individual health plan (IHP). The school district is to be notified of any change in administration of a student's prescription

medication. For further information please see the district policy on the district website (policy #516).

Pesticide Application Notice

The school district may plan to apply pesticide(s) on school property. To the extent the school district applies certain pesticides, the school district will provide a notice by September 15 as to the school district's plan to use these pesticides. A parent may request to be notified prior to the application of certain pesticides on days different from those specified in the notice. Additional information regarding what pesticides are used, the schedule of pesticide applications, and the long-term health effects of the class of pesticide on children can be requested by contacting the District Building and Grounds Director. That office is located at the Cloquet District Office (879-6721).

Visitors in District Buildings

Parents/guardians and community members are welcome to visit the schools. To ensure the safety of those in the school and to avoid disruption to the learning environment, all visitors must report directly to the CMS Main Office upon entering the building, with the exception of events open to the public. All visitors will be required to sign in at the CMS Main Office and to wear a "visitors badge" while in the building during the school day.

Visitors must have the approval of the principal before visiting a classroom during instructional time. An individual or group may be denied permission to visit a school or school property, or such permission may be revoked, if the visitor does not comply with school district procedures or if the visit is not in the best interests of the students, employees, or the school district.

- **Students are not allowed to bring visitors to school without prior permission from the principal.**

Updated 6-23-26

Executive Leadership Advisory Services - MTSS Implementation

The purpose of this partnership is to provide strategic guidance and executive-level advisement to support the district's implementation of Multi-Tiered Systems of Support (MTSS). The Advisor will serve as a thought partner to district leadership, offering questions, feedback, and recommendations to strengthen systems and decision-making, while district personnel retain responsibility for implementation.

Retainer: $2,400 per month for 10 months.

The monthly retainer includes approximately 12 hours of support and encompasses the following:

- Participation in up to two district leadership meetings per month (up to three hours each) in an advisory capacity. Meeting preparation will be limited to agenda review and professional reflection; facilitation, project management, and development of deliverables are not included.
- Up to two hours per month of consultation with the superintendent. The superintendent will serve as the sole point of contact and liaison for all work conducted under this agreement.
- Limited follow-up communication, professional reflection, and strategic planning time are included. This encompasses brief email correspondence with the superintendent, consideration of issues raised during meetings, and preparation for subsequent discussions. Extensive document review, written recommendations, training development, facilitation, implementation support, or participation in additional meetings are outside the scope of this agreement.
- Travel time associated with in-person meetings is included within the monthly retainer.
- District staff communication will be coordinated through the superintendent. Direct requests from district staff for consultation, problem-solving, document review, coaching, or additional support are outside the scope of this retainer unless mutually agreed upon by the superintendent and consultant.

Additional services beyond the scope of this agreement may be provided, subject to mutual agreement.

WORKING AGREEMENT

Lakes and Pines C.A.C., Inc. hereby enters into agreement with **Cloquet Public Schools, ISD #94** from August 1, 2026 through July 31, 2027 to rent space at Washington Elementary, 801 12th Street, Cloquet MN, 55720, for the purpose of conducting Home-Based Head Start Program activities.

Head Start will be operating on **Fridays** as identified on the schedule below, using the site during the approximate time period of **9:30 a.m. to 12:30 p.m.** The fee will be **$7.50** per hour.

The schedule may be subject to change due to weather conditions or other circumstances. In the event of a change, Cloquet Public Schools will be notified.

Staff members of Lakes and Pines C.A.C., Inc. will remove Head Start supplies at the end of each day, unless storage space is made available to Lakes and Pines C.A.C., Inc. Should storage space be provided, Cloquet Public Schools assumes no responsibility for theft or property damage occurring to supplies, materials, or equipment belonging to Lakes and Pines C.A.C., Inc.

Lakes and Pines C.A.C., Inc. will, through the term of the agreement, at its own cost and without expense to Cloquet Public Schools, keep and maintain the premises in good, sanitary, lawful condition and repair. Lakes and Pines C.A.C., Inc. will report any building issues it finds upon arrival. All garbage will be bagged and disposed of properly at the end of each session. Lakes and Pines C.A.C., Inc. will enforce all Building Usage Policies.

Lakes and Pines C.A.C., Inc. will have in effect liability insurance covering staff and participants of the Lakes and Pines Start Program. Lakes and Pines C.A.C., Inc. assumes no responsibility for personal injury or liability claims occurring at the Cloquet Public Schools for other individuals.

In testimony whereof, the undersigned parties hereby indicate their approval of the identified terms and conditions. The Contractor certifies that they are not presently excluded, debarred or suspended from entering into covered transactions with the federal government or excluded from participating in federally funded projects. This agreement can be amended or voided by either party with thirty (30) days written notice.

Dr. Michael Cary, **Superintendent** Date
Cloquet Independent School District #94

Denise Stewart, **Executive Director** Date
Lakes and Pines C.A.C., Inc.

Socialization Schedule – 2026-2027

MONTH	Date	Date	Date	Date	Date
September	~~4~~	11	18	25	
October	2	9	~~16~~	~~23~~	30
November	6	13	20	~~27~~	
December	4	11	18	~~25~~	
January	~~1~~	8	15	~~22~~	29
February	5	12	~~19~~	26	
March	~~5~~	12	19	~~26~~	
April	2	9	16	~~23~~	30
May	~~7~~	14	21	~~28~~	

Family Play Days will be on Fridays from 10am-12pm. Please call Keri at 320-679-1800 with any questions.

Partnering to end Poverty

Lakes & Pines COMMUNITY ACTION COUNCIL, INC.

May 1, 2026

RE: Working agreements

Attached is the proposed agreement for the 2026-2027 contract period.

Please review and, if it is acceptable, please sign, date, and return it to Lakes and Pines by emailing to our Administrative Assistant, Vanessa: vanessai@lakesandpines.org. When all signatures have been obtained, a copy will be returned to you for your records.

If you have any questions, please contact me at (320) 679-1800 x 138.

We look forward to working with you this year. Thank you for your commitment to Head Start and the families in your community.

Sincerely,

Tammy Arend

Tammy Arend, Department Director
Early Childhood and Family Development Department

1700 Maple Avenue East · Mora, MN 55051-1227
Office and TDD · 320-679-1800 · Fax 320-679-4139
Special accommodations for people with disabilities upon request.
Serving the counties of Aitkin, Carlton, Chisago, Isanti, Kanabec, Mille Lacs and Pine
An Equal Opportunity Employer/Contractor

331A.04 DESIGNATION OF A NEWSPAPER FOR OFFICIAL PUBLICATIONS.

Subdivision 1. **Priority.** The governing body of a political subdivision, when authorized or required by statute or charter to designate a newspaper for publication of its public notices, shall designate a qualified newspaper in the following priority.

Subd. 2. **Known office in locality.** If there are one or more qualified newspapers, the known office of issue of which are located within the political subdivision, one of them shall be designated.

Subd. 3. **Secondary office in locality.** When no qualified newspaper has a known office of issue located in the political subdivision, but one or more qualified newspapers maintain a secondary office there, one of them shall be designated.

Subd. 4. **General circulation in locality.** When no qualified newspaper has its known office of issue or a secondary office located within the political subdivision, then a qualified newspaper of general circulation there shall be designated.

Subd. 5. **Other situations.** If a political subdivision is without an official newspaper, or if the publisher refuses to publish a particular public notice, matters required to be published shall be published in a newspaper designated as provided in subdivision 4. The governing body of a political subdivision with territory in two or more counties may, if deemed in the public interest, designate a separate qualified newspaper for each county.

Subd. 6. **Exception to designation priority.** (a) Notwithstanding subdivisions 1 to 3, the governing body of a political subdivision may designate any newspaper for publication of its official proceedings and public notices, if the following conditions are met:

(1) the newspaper is a qualified medium of official and legal publication;

(2) the publisher of the newspaper furnishes a sworn statement, verified by a recognized independent circulation auditing agency, covering a period of at least one year ending no earlier than 60 days before designation of the newspaper, stating that the newspaper's circulation reaches not fewer than 75 percent of the households within the political subdivision;

(3) the newspaper has provided regular coverage of the proceedings of the governing body of the political subdivision and will continue to do so; and

(4) the governing body votes unanimously to designate the newspaper.

(b) If the circulation of a newspaper designated under this subdivision falls below 75 percent of the households within the political subdivision at any time within the term of its designation as official newspaper, its qualification to publish public notices for the political subdivision terminates.

Subd. 7. **Joint bidding.** A bid submitted jointly by two or more newspapers for the publication of public notices must not be considered anticompetitive or otherwise unlawful if the following conditions are met:

(1) all of the qualified newspapers eligible for designation participate in the joint bid;

(2) the existence of the joint bid arrangement is disclosed to the governing body of the political subdivision before or at the time of submission of the joint bid; and

(3) the governing body is free to reject the joint bid and, if it does, individual qualified newspapers do not refuse to submit separate bids owing to the rejection of the joint bid.

Pine Knot News

The Pine Knot News, a local community newspaper published on Fridays and located in Cloquet, respectfully presents the following bid for printing all official business for the Cloquet School District from July 1, 2026 to June 30, 2027.

The Pine Knot News meets the State of Minnesota's requirements of a legal newspaper, as presented in Minnesota Statute Section 331A.04 (attached), which outlines the priorities that public bodies must use when selecting an official newspaper.

The bid is for $9.25 per column-inch; the Minnesota Newspaper Association Index for the proposed rate is 0.818. The bid is for a Standard Advertising Unit of 6 points and column-width of 1.57 inch (9.42 picas) in six-column broadsheet format.

MNA Index:
9.42 picas per line x 12 points per pica = 113 points per line
11 lines per inch x 113 points per line = 1243 points per inch
1243 points per inch ÷ 90 points lowercase alphabet = 13.8 LCA per inch
$9.25 per inch ÷ 13.8 LCA per inch → 0.818 index

Why should you choose us? We are independent, the only locally owned and operated newspaper in Carlton County, and we have by far the most in-county print subscribers. We do business and pay property taxes here. We publish legal notices in print and online, including on a statewide website so your legal ads reach a wide audience.

We currently have 1,867 print subscribers: 1,634 are Carlton County residents, with 897 residing in Cloquet. An additional 250 copies are available every week at local newsstands. Our primary Pine Knot News office is located at 122 Avenue C in Cloquet and we have secondary offices in Carlton and Esko.

Thank you for the opportunity to apply for the privilege of serving Cloquet Public Schools.

Sincerely,

Jana Peterson

Jana Peterson, Editor and General Manager
122 Avenue C ♦ Cloquet, Minnesota 55720 ♦ (218) 878-9332

CLOQUET SCHOOL DISTRICT
SCHOOL BOARD COMMITTEES
(2026-2027 SY)

- ***Budget/Staffing Committee:***
  Dave Battaglia, Nate Sandman
- ***Buildings & Grounds Committee:***
  Dave Battaglia, Gary Huard
- ***Community Education and Recreation Advisory Council:***
  LeAnn Butler, Melissa Juntunen
- ***Curriculum & Instruction/DAC/District Calendar:***
  Nichole Diver, Nate Sandman
- ***District Health, Safety & Crisis Committee:***
  LeAnn Butler, Gary Huard
- ***District Equity Committee***
  LeAnn Butler, Nichole Diver
- ***District Insurance Committee***
  Melissa Juntunen, Nate Sandman
- ***District Policies Review Committee:***
  Dave Battaglia, LeAnn Butler, Nate Sandman
- ***District Technology Committee:***
  Gary Huard, Melissa Juntunen
- ***Ice Arena Committee:***
  Gary Huard, Nate Sandman
- ***Local Indian Education Committee:***
  Nichole Diver, Nate Sandman
- ***MSBA Legislative Liaison:***
  Nate Sandman
- ***Minnesota State High School League (3):***
  Dave Battaglia
- ***<u>Salary Negotiations Committees</u>:***
  - ***AFSCME Council #65 Units -***
    Custodial, Dietary, Paraprofessionals/AIE/COTAs, and Secretaries

    Dave Battaglia, Nichole Diver, Gary Huard

- ***Education Minnesota – Cloquet (EMC)***

  _____
  Dave Battaglia, LeAnn Butler, Nate Sandman

- ***Non-Certified Administrative Support Association***

  _____
  Dave Battaglia, LeAnn Butler, Melissa Juntunen

- ***Superintendent, Principals, Business Manager***

  _____
  LeAnn Butler, Melissa Juntunen, Nate Sandman

- ***Other Contracts*** (Technology, Print Shop, Community Ed, Data Information Specialist)

  _____
  Nichole Diver, Gary Huard, Melissa Juntunen

-

❖ ***Special Education Cooperative Advisory Committee:***

_____
LeAnn Butler

❖ ***Transportation Ad Hoc Committee:***

_____
Gary Huard, Melissa Juntunen

❖ ***Personnel Committee:***

_____
LeAnn Butler, Gary Huard, Nate Sandman

CLOQUET PUBLIC SCHOOLS

Education
Academics • Arts • Athletics

CLOQUET SCHOOL DISTRICT
2026-2027 SCHOOL BOARD "ADOPTED" SCHOOLS

As of July 13, 2026

Churchill Elementary School _____
Melissa Juntunen

Garfield School _____
Gary Huard

Middle School _____
Dave Battaglia

Washington Elementary School _____
Nichole Diver

Senior High School _____
Nate Sandman and LeAnn Butler

Adopted: *5/11/20, 6/24/19, 5/3/18, 5/12/14, 5/13/13, 6/1//12, 8/23/10,* 7/13/09, 5/8/06

Revised: *7/13/26,* 7/14/25, 6/24/24, 5/22/23, 5/23/22, 5/24/21, 5/11/20, 6/24/19, 5/3/18, 6/26/17, 5/12/14, 5/13/13, 6/11/12, 5/14/12, 12/19/11, 8/23/10, 7/13/09

#533 - DISTRICT WELLNESS POLICY

I. PURPOSE

The primary goals of the Cloquet School District's wellness program are to create a total school environment that is conducive to healthy eating and being physically active.

II. GENERAL STATEMENT OF POLICY

As per the Child Nutrition and WIC Reauthorization Act of 2004, the Cloquet School District hereby adopts a local wellness policy that addresses healthy eating and physical activity aimed at improving children's health by expanding the availability of nutritious meals and snacks to more children in schools while also promoting increased activity. Goals will be set for nutrition education, physical activity and other school-based activities designed to promote student wellness. Nutrition standards will be established for foods that are available at each school with the objective of promoting health and reducing childhood obesity.

III. NUTRITION GUIDELINES

It is the policy of the Cloquet School District that all foods and beverages available in school fall under the District's nutrition guidelines. The District will serve meals and snacks to students that meet federal program regulations and nutrition standards of the National School Lunch Program. The district will create procedures that may include the following areas:

- National School Lunch Act, including breakfast and after school snack programs
- A la carte offerings in the cafeterias including foods and beverages
- Classroom celebrations and parties
- Classroom rewards and school sponsored events
- Fundraisers
- Food and beverages sold in school stores and vending machines

IV. NUTRITION EDUCATION

A. Instructional Program Design

The District's nutrition education goal is to integrate sequential nutrition education with the comprehensive health education and family and consumer science curriculum, and to the extent possible, integrate materials at every grade level to provide students with the necessary knowledge and skills to make healthy nutrition choices, being consistent with the state's/district's health education standards. To achieve the nutrition education goal, the district will:

1. Provide students at all grade levels (pre-K through 12) with adequate and age appropriate nutritional knowledge including, but not limited to:
   - The benefits of healthy eating
   - Essential nutrients
   - Nutritional deficiencies
   - Principles of healthy weight management
   - The use and misuse of dietary supplements
   - Safe food preparation, handling, and storage

2. Provide students with nutrition-related skills that include the ability to:
   - Apply the principles of the Dietary Guidelines for Americans and Choose MyPlate.
   - Assess personal eating habits, nutrition goalsetting and achievement.
   - Understand and use food labels.
   - Evaluate nutritional information, distinguishing the valid from the invalid.
   - Plan healthy meals applying a decision-making process to enhance personal health.
   - Evaluate commercial food advertising and media influence on food selection.

3. Provide instructional activities that teach the aspects of healthy eating. These activities should be hands-on, behavior based, culturally relevant, developmentally appropriate, and enjoyable. Examples of activities include but are not limited to food demonstrations and preparations, contests, promotions, taste testing, guest speakers and appropriate fieldtrips.

B. Educational Reinforcement/Coordination of Programs

1. The District's coordinated health programs will collaborate with the educational staff to provide support with the nutrition-related education.

2. District staff are encouraged to provide educational links outside the classroom with local agencies and community groups to provide students with opportunities for volunteer work related to nutrition, such as in food banks, soup kitchens, or after-school programs.

3. District staff are encouraged to integrate with the food service program to promote nutrition instruction. Food service staff are encouraged to work closely with those responsible for other components of the school wellness program to achieve common goals.

4. The District will encourage families to become partners with the school in promoting healthy eating behaviors, working cooperatively to advocate for healthy individuals and families.

C. Nutrition Related Health Problems and Modified Diets

1. School counselors and school health service staff will promote healthy eating to students and other staff.

2. The food service program will comply with USDA's requirements. The school food service program is strongly encouraged to meet ethnic dietary requests as recommended by the USDA.

D. Staff Qualifications

1. Staff who provides nutrition education should have appropriate training and regularly participate in professional development activities to effectively deliver nutrition programs as planned.

E. Staff as Role Models

1. The District shall provide staff with in-service opportunities that recognize conditions such as unhealthy weight, eating disorders, and other nutrition related health problems among students and staff. All school staff are encouraged to model healthy nutrition practices.

V. PHYSICAL ACTIVITY

The District's physical activity goal is to assist students in learning to value and enjoy physical activity as an ongoing part of a healthy lifestyle by ensuring that every student can develop the knowledge and skills necessary to perform a variety of physical activities, maintain physical fitness and regularly participate in physical activity. To achieve the physical activity goal, the district will:

- Develop a sequential program of appropriate physical education for every student. The program goal will be to: Provide for at least 125 minutes (on average) of physical education for students in grades K-8; and high school students will meet the graduation standard requirements in physical education required for graduation.
- Emphasize knowledge and skills for a lifetime of regular physical activity.
- Devote at least 50 percent of physical education class time to actual physical activity in each week, with as much time as possible spent in moderate to vigorous physical activity.
- Meet the needs of all students, especially those who are not athletically gifted or who have special needs.
- Provide a variety of activity choices, feature cooperative as well as competitive activities, and account for gender and cultural differences in students' interests.
- Prohibit exemptions from physical education courses based on participation in an athletic team, marching band or other school or community activity.
- Be closely coordinated with the other components of the overall school health program.
- Not use prohibiting participation in physical education as punishment for actions unrelated to performance in and adherence to the rules of the physical education class.
- Provide time in elementary schools for supervised recess. Recess will be held outdoors when possible.
- Provide opportunities and encouragement for students to voluntarily participate in before and after-school activity programs such as intramural activities, interscholastic athletics, and clubs both through the school and community. Examples include the following:
- Providing a diverse selection of competitive and noncompetitive, as well as structured and unstructured, activities to the extent that staffing, and district/community facilities permit.
- Offering intramural physical activity programs that feature a broad range of competitive and cooperative activities for all students.
- Encouraging partnerships between schools and businesses. Promotion of such partnerships must be appropriate and in accordance with Board policy and applicable procedures, i.e. fitness center, soccer, basketball, hockey, and the softball/baseball associations. Also, community education offers a variety of activities that are not competitive to meet the needs of all students.
- Strive to provide joint school and community recreational activities by:
- Actively engaging families as partners in their children's education and collaborating with community organizations to provide ample opportunities for students to participate in physical activity beyond the school day.
- Encouraging schools to work with recreation agencies and other community organizations to coordinate and enhance opportunities available to students for physical activity during their out-of-school time.
- Encouraging schools to negotiate mutually acceptable, fiscally responsible arrangements with community agencies and organizations to keep district-owned facilities open for use by students, staff and community members during non-school hours and vacations.
- Encouraging district officials to work together with local public works, public safety, police departments and/or other appropriate state and federal authorities in efforts to make it safer and easier for students to walk and bike to school.

- Discourage periods of inactivity that exceed two (2) or more hours. When activities such as mandatory school testing makes it necessary for students to remain indoors for long periods of time, staff should give students periodic breaks during which they are encouraged to stand and be moderately active.
- Provide and encourage – verbally and through the provision of space, equipment, and activities – daily periods of moderate to vigorous physical activity for all participants in onsite after-school childcare and enrichment programs sponsored by the District, i.e. Kid's Corner.
- Strive to provide opportunities and encouragement for staff to be physically active by:
  - Planning, establishing, and implementing activities to promote physical activity among staff and providing opportunities for staff to conveniently engage in regular physical activity.
  - Working with recreation agencies and other community organizations to coordinate and enhance opportunities available to staff for physical activity during their out-of-school time.

VI. OTHER SCHOOL-BASED ACTIVITIES

The district's goal for other school-based activities is to ensure an integrated whole-school approach to the district's wellness program. The district may achieve this goal by addressing such areas as listed below:

Community Involvement

- School instructional staff collaborating with agencies and groups conducting nutrition education in the community to send consistent messages to students and their families.
- Guest speakers invited to address students will receive appropriate orientation to the relevant policies of the district.
- Making effective use of district and community resources and equitably serve the needs and interests of all students and staff, taking into consideration differences of gender, cultural norms, physical and cognitive abilities, and fitness level.

Family Involvement

- Engaging families as partners in their children's education by supporting parental efforts to motivate and help their children with maintaining and improving their health, preventing disease, and avoiding health-related risk behaviors.
- Providing nutrition information to parents/guardians in the forms of newsletters, handouts, presentations, or other appropriate means.
- Posting nutrition tips on district website.
- Providing nutrient analyses of district menus.
- Providing parents/guardians for appropriate foods that meet the district's nutrition standards.
- Providing parents/guardians with ideas for healthy celebrations, parties, rewards, and fundraising activities.
- Encouraging parents/guardians to pack healthy lunches and snacks and to refrain from including beverages and foods that do not meet the district's nutrition standards for individual foods and beverages.
- Providing opportunities for parents/guardians to share their healthy food practices with others in the school's community.
- Designing curricular nutrition education activities and promotions to involve parents/guardians and the community.
- Supporting efforts of parents/guardians to provide their children with opportunities to be physically active outside of school.

- Providing information about physical activity and other school-based physical activity opportunities available to students before, during and after the school day.
- Sharing information about physical activity and physical education via the district's website, newsletter, other take home materials, special events or physical education homework.
- Encouraging parents/guardians to volunteer time in the classroom, cafeteria or at special events that promote student health.
- If practical, provide information in a language understandable to parents/guardians.

VII. MARKETING AND ADVERTISING

Marketing in district facilities will be consistent with the goals of the district's wellness program and comply with Board policy. The district will strive to promote the wellness program and educate parents regarding the quality of district foods.

Tobacco advertising is not permitted on district property, at district-sponsored events or in district-sponsored publications. Food and beverage marketing will include the promotion of foods and beverages that meet the nutrition standards adopted by the Board. Other examples of marketing and advertising the district will scrutinize include but are not limited to pricing strategies that promote healthy food choices, audiovisual programming, educational incentive programs, scoreboards, book covers and vending machine displays.

VIII. DISTRICT DINING ENVIRONMENT GOALS

- Provide a clean, safe, enjoyable meal environment for students.
- Provide enough space and serving areas to ensure all students have access to school meals with minimum wait time.
- Provide drinking fountains and/or portable water stations in all schools, so that students can get water at meals and throughout the day.
- With the free school meal bill allowing every student to receive one (1) free breakfast and one (1) free lunch per day, encourage all students to participate. While we still are required to track eligibility, protect the identity of all students.
- Provide an adequate time for students to enjoy eating healthy foods with friends in schools.
- Provide scheduled lunch time as near the middle of the school day as possible.

IX. OVERSIGHT, EVALUATION, REVIEW

It will be the responsibility of the District Wellness Committee to meet at least four (4) times a year to review the **policy, discuss building issues/evaluations, and review new goals set by the buildings to ensure district compliance** with the policy.

X. COMPLIANCE INDICATORS/MONITORING

The Building SDM Teams will include an annual review of the building's compliance and progress working with the District's Wellness Policy.

XI. DISTRICT WELLNESS GOALS 20254-20265

We want to welcome the 20254-20265 school year. Cloquet Public Schools provides an excellent option with supportive staff and comprehensive range of programs and activities.

The Cloquet Public Schools places the child at the center, takes a comprehensive approach to supporting learning and calls for greater collaboration across sectors.

Our goal is and will remain to provide an excellent learning environment for students that is safe and supports their health, social and emotional wellbeing.

Wellness Leadership and Community Involvement

A. Wellness Coordinator

- The district will appoint a wellness coordinator. The wellness coordinator will oversee the school district's wellness – related activities and ensure that each school implements the policy.
- The principal or designee of each school district building will ensure compliance within the school and, upon request, will report to the wellness coordinator regarding Wellness Policy compliance.

B. Public Involvement

- The wellness coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation and periodic review and update of the Wellness Policy.
- The wellness coordinator will hold meetings for the purpose of discussing the development, implementation, and periodic review and update of the Wellness Policy. All meeting dates and times will be posted on the school district's website and will be open to the public.
- The superintendent will convene and facilitate development of and updates to the Wellness Policy and will ensure each school 's compliance with the policy.

Work on Crisis Management and Mental Health Concerns:

District's wellness and mental wellness goals will continue to be heightened this year. Restorative Practices initiatives will continue and additional training for staff will be scheduled due to demand. The equity committee known as the DEI Team, Diversity, Equity and Inclusion advocates for actions that promote conditions and skill sets needed to erode the structural and institutional barriers that have limited the opportunities for underrepresented and marginalized students.

Part of the above process includes mental health issues (prevention, initial response, and follow-up). The district has set up procedures with Human Development Center for mental health referrals, and works with a coordinator from Carlton County for the Text 4 Life program.

ALICE Training – Alert, Lockdown, Inform, Counter, Evacuate (ALICE) – the ALICE program has been implemented districtwide. All incoming staff receive initial training, and alumni staff can attend for a refresher course. This will be a continual environmental awareness conforming to various incidents and conditions. Ongoing training will be planned.

Monthly District Health & Wellness Newsletter: ~~A District Health & Wellness Newsletter is published monthly by our nursing staff and is disseminated to all staff and posted on the District's website.~~ Nursing staff also work with the "United Way of Carlton County" Campaign and "Just Kids Dental" free dental care week.

Power Lunch Program: The Power Lunch Reading Program is a national literacy based mentoring program aimed at building reading skills and a love of reading among elementary students. Power Lunch was established in the Cloquet School District in the mid 1990's and matches community volunteers with teacher selected first and second grade students at both Churchill and Washington Elementary Schools.

The goal of Power Lunch is to show emerging readers that reading is fun, worthwhile, and a life-long benefit. Volunteers are partnered with students and meet with them one hour per week during their lunch period. Students and volunteers share lunch together in the school's media center, spend a brief time socializing, and then read together in a one-on-one setting. Power Lunch is made possible with support from the Cloquet Educational Foundation, Sappi Fine Paper, Lake Country Power, Cloquet Rotary, Churchill Elementary PIE, and Washington Elementary PIE.

Backpack Program: The Backpack program involves the schools and entire community, working together for a healthier more productive "whole" environment/community. The program is to meet the needs of hungry children by providing them with nutritious and easy-to-prepare food to take home on weekends and during school vacations when other resources are not available.
We currently have Churchill Elementary, Washington Elementary and Cloquet Middle School participating in this program. Funding for this program comes from Northern Lakes Second Harvest and is also financed through private donations.

Community Support:

- Mock Food Shelf: through non-traditional channels and reaching out to children in need. Every site has a basic Mock-Food Shelf coming in from various entities, anonymously.

- Healthy Northland Bike Lane: Thanks to strong partnerships among the Cloquet Active Living Coalition, the Carlton County Highway Department, the Minnesota Department of Transportation and the City of Cloquet, we continue to make improvements spurred by a Health Impact Assessment, evaluation from bicycle counts and community support.

Achievement & Integration:
The district along with Community Ed. offers a variety of activities, clubs, classes, and sports for Cloquet students and kids of all ages. Our Auditorium is a state-of-the-art environment for the fine arts, our technical education space provides students with skills to enter the workforce and trades, and many college credit bearing classes. We offer a wide variety of sport programs and a Unified sport program for kids with special needs. We also offer the use of our Activities Van Driver for students with transportation barriers so they can participate in our programs.

Land Acknowledgment:
The Cloquet School Board unanimously adopted a formal land acknowledgment recognizing the area's Indigenous heritage. Drafted alongside the district's equity committee, the statement honors the Ojibwe and the Indigenous nations who stewarded the land prior to colonization.

Cloquet District's Land Acknowledgement
Boozhoo! We pause to honor the land where our schools are located. This is the ancestral and present-day home of the Ojibwe, Dakota, and Ho-Chunk Nations. We respectfully recognize the many generations of Indigenous people who have cared for this land and continue to live here today.
We acknowledge that this land has a complex history—one shaped by forced removal, the boarding school system, and injustices. We believe it is essential to remember and discuss this history honestly.
We also celebrate our local Indigenous communities and express our gratitude for the cultural, linguistic,

and ancestral knowledge they continue to share with us. This commitment enriches our schools and makes our community a better place for everyone to learn and grow. Our district is devoted to our school community, ensuring that every individual feels safe, included, and respected. Miigwech!

Cloquet School District Staff Wellness Program: School representatives joined Carlton County Wellness Committee and have implemented a District Wellness Program for staff. Our District Staff Wellness Committee continues to encourage staff to engage in our monthly activity challenges and track progress.

School Resources Officer: The school district, working with the local police department, has put an SRO on contract. Our SRO provides support to all the district's five schools, mentoring students and collaborating with staff to provide a safe environment for learning and working.

Additional Initiatives and Ongoing Initiatives

- Gathering of Great Minds with other area school districts.
- Text 4 Life suicide prevention information.
- We have social workers who come in and work with kids in all our five schools.

- United Way Annual Fund Drive.
- Just~~Kids~~ Dental provides free dental services to our students in the elementary schools.

Safe Routes to School

With past mini grants received at both elementary schools to purchase equipment and the infrastructure grant that was awarded to the City of Cloquet to add sidewalks from MN DOT, we continue to practice safe routes to school. Washington, Churchill, and the Middle School all have had walk/bike to school events and are planning on continuing these events with the opportunity we have been given.

Smart Snack Guidelines – Competitive Foods and Beverages

- **All foods and beverages sold on school grounds during the school day to students, outside of reimbursable meals, are considered "competitive foods."** Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores and for in- school fundraisers.
- All competitive foods will meet or exceed the USDA Smart Snacks in School nutrition standards and any applicable state nutrition standards. Smart Snacks aim to improve student health and wellbeing, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.
- After school programs must also comply with the school district's nutrition standards unless they are reimbursable under the USDA school meals program, in which case they must comply with all applicable USDA standards.
- **Fresh Fruits and Vegetables available to all students across the district**
- **Add more healthy options to the menus district wide to give the students more variety**
- **Offering hot breakfast choices across the district to students**

~~**WASHINGTON ELEMENTARY**~~

~~In order to achieve our mission, the Washington Elementary Community acknowledges that we need to nurture and uphold an environment of wellness for all members of our school community (students, staff, and parents) by addressing the needs for physical, emotional, and mental wellness.~~

~~**Goal #1- Physical Wellness:**~~

~~Washington Elementary will promote and support participation in healthy physical activities during and after the school day.~~

How the goal was met:

- Washington students have participated in: Kids Heart Challenge, Roller Skating, Bike Fleet, Purple Pride Back to School Bash, and WOW (Walk or Wheel to School). Light up the Night was replaced with Purple Pride Back to School Bash hosted by our PIE committee.
- Washington has physical education classes for grades K-4 every day.
- Washington has implemented recess before lunch for all classes
- Washington offers after-school enrichment gym games.
- Washington participates in Adaptive Field Day through Arrowhead Youth.
- Washington has implemented a lunchroom Share Table. This helps students learn to be more self-aware with their hunger. If they are full, they can give to the share table, if they are hungry, they can get a second helping.
- Lunches offered at school for staff are health conscious options, encouraging staff to eat here.
- Staff members are encouraged to participate in the Purple Pride Back to School Bash.
- The Health and Wellness committee shares an optional health and wellness challenge monthly for staff who would like to participate.
- Staff are also encouraged to participate in fitness opportunities throughout the district and community through different emails and group initiatives. There have been several running and walking groups created with members of our building community.

- Healthy snacks are offered during professional days.
- Communication is sent home regarding opportunities for families through our principal's newsletter, nurse's newsletter, and Community Education offerings.

Goal #2 Emotional Wellness:

Washington Elementary will support and promote positive emotional wellness.

How the goal was met:

- Full-time guidance counselor for all grade levels.
- The implementation of SAT Student Advisory Teams in grades 3 and 4 has greatly impacted students and staff in the building. These students help around the school and work with students.
- Encouraging positive behavior with Purple Pride ticket incentives, Purple Pride reward days, weekly Purple Pride drawing, and random Pick of the Pride days.
- Staff and students are familiar with Purple Pride (PBIS) language and it flows from classroom to classroom.
- Students attend Tier 2 intervention meetings to learn how to work through their emotions and make better choices.
- Continued support for mental health issues among our student body.
- Paws Room – Students are able to use the Paws room for cool downs, before behaviors escalate. It is also available when students have a problem/behavior to calm down and have restorative chats with an adult.
- Students participate in the GET UP program.
- Two counselors from North Homes are available to meet with students.
- The sunshine committee provides support for members of our Washington Family.
- Special activities and potlucks arranged by the school nurse to promote Washington Community.
- The school treat cart is brought around occasionally for staff to have coffee and snacks.
- Positive messages in the bulletin.
- There are several families currently working with our school support worker liaison and Indian Education liaison.

- ~~First Witness Child Advocacy Center comes into classrooms to teach Safe and Strong lessons for K–4th grade students about body safety.~~
- ~~Each month the school focuses on one of the 7 Ojibwe Teachings. Each classroom nominates a student who is showing that value throughout the month.~~

~~**Goal #3- Mental Wellness:**~~

~~Washington Elementary will support and promote positive mental wellness.~~

~~**How the goal was met:**~~

- ~~Behavior Matrixes are visible in all areas of the school. Behavior expectations are taught and enforced as well. Teachers acknowledge positive behaviors through "Purple P.R.I.D.E." tickets and use referral system for ODR's. ODR's are tracked and ways to minimize them are discussed.~~
- ~~Purple Pride days, Purple Pride Pop-ups, and Pick of the Pride days to celebrate good behavior and school pride.~~
- ~~Provide Native American Culture classes for students in K, 1st, and 3rd grade to provide a better understanding of the Native American culture for all Washington students.~~
- ~~Staff are collaboratively supervising the hallways.~~
- ~~Staff members have the opportunity to give to families in need through our school "adopt a family" at Christmas time.~~
- ~~Staff provide a Morning Connections time before school to help students have a good start to their day.~~

- ~~Posters were distributed to teachers as part of teaching hallway behavior, a PBIS activity account was started to manage funding, PRIDE shirts were ordered for all staff members.~~
- ~~The PBIS team continues to discuss ways to improve behavior intervention and reward systems (coordinating with existing committees PST, PIE, etc.). PBIS team has regular meetings (1-2x/month). PBIS team sends out staff surveys and is constantly looking at what works, what needs to change, and new ideas.~~
- ~~Teachers update parents on student progress and upcoming activities, through newsletters, phone calls, notes, or online resources. Parents are able to call and email teachers when needed. Teachers communicate not only negative, but also positive behavior to parents.~~

WASHINGTON ELEMENTARY

In order to achieve our mission, the Washington Elementary Community acknowledges that we need to nurture and uphold an environment of wellness for all members of our school community (students, staff, and parents) by addressing the needs for physical, emotional, and mental wellness.

Goal #1- Physical Wellness:

Washington Elementary will promote and support participation in healthy physical activities during and after the school day.

How the goal was met:

- Washington students have participated in: Kids Heart Challenge, Roller Skating, Bike Fleet, Purple Pride Back to School Bash, and WOW (Walk or Wheel to School).
- Washington has physical education classes for grades K-4 every day.
- Washington has implemented recess before lunch for all classes
- Washington offers after-school enrichment gym games.
- Washington participates in Adaptive Field Day through Arrowhead Youth.
- Washington has implemented a lunchroom Share Table. This helps students learn to be more self-aware with their hunger. If they are full, they can give to the share table, if they are hungry, they can get a second helping.
- Lunches offered at school for staff are health-conscious options, encouraging staff to eat here.

- Staff members are encouraged to participate in the Purple Pride Back to School Bash.
- The Health and Wellness committee shares an optional health and wellness challenge monthly for staff who would like to participate.
- Staff are also encouraged to participate in fitness opportunities throughout the district and community through different emails and group initiatives. There are walking groups created with members of our building community.
- Healthy snacks are offered during professional days.
- Communication is sent home regarding opportunities for families through our principal's newsletter, nurse's newsletter, and Community Education offerings.
- We have Field Day in the spring with outdoor activities and a picnic. Families are encouraged to join students for lunch and to watch activities.

Goal #2- Emotional Wellness:
Washington Elementary will support and promote positive emotional wellness.
How the goal was met:

- Full-time guidance counselor for all grade levels.
- The implementation of SAT Student Advisory Teams in grades 3 and 4 has greatly impacted students and staff in the building. These students help around the school and work with students.
- Encouraging positive behavior with Purple Pride ticket incentives, Purple Pride reward days, weekly Purple Pride drawing, and random Pick of the Pride days.
- Staff and students are familiar with Purple Pride (PBIS) language and it flows from classroom to classroom.
- Continued support for mental health issues among our student body.
- Paws Room – Students are able to use the Paws room for cool downs, before behaviors escalate. It is also available when students have a problem/behavior to calm down and have restorative chats with an adult.
- Students participate in the GET UP program.
- Two counselors from North Homes are available to meet with students.
- The sunshine committee provides support for members of our Washington Family.
- Special activities and potlucks arranged by the school nurse to promote Washington Community.
- The school treat cart is brought around occasionally for staff to have coffee and snacks.
- Positive messages in the bulletin.
- There are several families currently working with our school support worker liaison and Indian Education liaison.
- First Witness Child Advocacy Center comes into classrooms to teach Safe and Strong lessons for K–4th grade students about body safety.
- Each month the school focuses on one of the 7 Ojibwe Teachings. Each classroom nominates a student who is showing that value throughout the month.
- We have Books and Bites, families are invited to come in at breakfast time and spend some time with their student. They are able to have a donut and read a story with their child.
- There is a therapy dog at school during some school days.
- Staff are encouraged to participate in a monthly secret pal activity.

Goal #3- Mental Wellness:
Washington Elementary will support and promote positive mental wellness.
How the goal was met:

- Behavior Matrixes are visible in all areas of the school. Behavior expectations are taught and enforced as well. Teachers acknowledge positive behaviors through "Purple P.R.I.D.E." tickets and use referral system for ODR's. ODR's are tracked and ways to minimize them are discussed.

- Purple Pride days, Purple Pride Pop-ups, and Pick of the Pride days to celebrate good behavior and school pride.
- Provide Native American Culture classes for students in K-4 grade to provide a better understanding of the Native American culture for all Washington students.
- Staff are collaboratively supervising the hallways.
- Staff members have the opportunity to give to families in need through our school "adopt a family" at Christmas time.
- Staff provide a Morning Connections time before school to help students have a good start to their day.
- Posters were distributed to teachers as part of teaching hallway behavior, a PBIS activity account was started to manage funding, PRIDE shirts were ordered for all staff members.
- The PBIS team continues to discuss ways to improve behavior intervention and reward systems (coordinating with existing committees PST, PIE, etc.). PBIS team has regular meetings (1-2x/month). PBIS team sends out staff surveys and is constantly looking at what works, what needs to change, and new ideas.
- Teachers update parents on student progress and upcoming activities, through newsletters, phone calls, notes, or online resources. Parents are able to call and email teachers when needed.
- Teachers communicate not only negative, but also positive behavior to parents.
- Calming kits are handed out to all classrooms to use when students need support.
- Staff participates in Motivational Monday, wearing motivational messages to promote a positive start to the week.
- Smudging is offered through the Indian Education department in the morning and afternoon

CHURCHILL ELEMENTARY

~~Churchill Elementary will support and promote physical fitness activities:~~

- ~~Kids Heart Challenge and a roller-skating unit was added this year (Grades 2-4)~~
- ~~River Run is promoted to all students and staff~~
- ~~National Physical Education Day~~
- ~~Physical education classes for K-4 (7 days out of 8 day cycle). Go Noodle movement is used when inclement weather outside.~~
- ~~Churchill has implemented a lunchroom Share Table. This helps students learn to be more self-aware with their hunger. If they are full, they can give to the share table, if they are hungry, they can get a second helping.~~
- ~~The Health and Wellness committee shares an optional health and wellness challenge monthly for staff who would like to participate.~~
- ~~Healthy recipes are emailed to staff monthly~~
- ~~Social worker does "Lunch Bunch" groups with students throughout the month~~
- ~~Every trimester awards are presented to students for recognition of good behavior.~~
- ~~Wednesday snacks and water were provided to the staff on a cart/table.~~
- ~~Track and Field Day E5's-4th grade including picnic with parents.~~

~~Churchill will support and promote mental and emotional wellness activities:~~

- ~~Provide Native American Culture classes for students in K, 1st, and 3rd grade to provide a better understanding of the Native American culture for Churchill students whose teachers sign up to have the lessons in their classrooms.~~
- ~~School counselor provides fun activities for students to find our behavior book feelings, "Spot". Students can go on a hunt to find where their pictures are hiding. Clues are given. This is done twice during the school year.~~
- ~~Staff provide Morning Connections time before school to help students have a good start to their day.~~

- ~~Full time school counselor who provides mental health education in classrooms and one-on-one with students.~~
- ~~Staff members have the opportunity to give to families in need through our school "adopt a family" and morning connections programs at Christmas time.~~
- ~~Promoting positive atmosphere in the building, staff participate in various activities such as ugly sweater contests, singing and other fun seasonal events.~~
- ~~Monthly mental health videos/articles share by social worker and sent to staff for encouragement to read as needed.~~
- ~~Twice a month Crafts and Conversations offered to staff. Come have a hot beverage, do a craft and talk.~~

Churchill Elementary will support and promote physical fitness activities:

- Kindergarten Physical Education classes done outdoors in the fall and spring everyday, weather permitting.
- Kids Heart Challenge and a roller-skating unit was added this year (Grades 2-4)
- River Run is promoted to all students and staff
- National Physical Education Day
- Physical education classes for K-4 (7 days out of 8 day cycle). Go Noodle movement is used when inclement weather outside. Knee hockey is played in some classrooms during inclement weather.
- Churchill has implemented a lunchroom Share Table. This helps students learn to be more self-aware with their hunger. If they are full, they can give to the share table, if they are hungry, they can get a second helping.
- The Health and Wellness committee shares an optional health and wellness challenge monthly for staff who would like to participate.
- Social worker does "Lunch Bunch" groups with students throughout the month
- Every trimester awards are presented to students for recognition of good behavior.
- Wednesday snacks and water were provided to the staff on a cart/table.
- Track and Field Day E5's-4th grade including picnic with parents.
- Walk/Bike to school days occur two (2) times a year.

Churchill will support and promote mental and emotional wellness activities:

- Northwood day treatment program is housed in Churchill Elementary for students who qualify because of behaviors and mental health.
- Staff member started an "encouragement group" for those who would like to receive encouragement randomly throughout the year. This would include things like, notes of encouragement, treats, truthful messages, holiday treats, health and wellness videos sent via email.
- Provide Native American Culture classes for students in K, 1st, and 3rd grade to provide a better understanding of the Native American culture for Churchill students whose teachers sign up to have the lessons in their classrooms.
- School counselor provides fun activities for students to find our behavior book feelings, "Spot". Students can go on a hunt to find where their pictures are hiding. Clues are given. This is done twice during the school year.
- Staff provide Morning Connections time before school to help students have a good start to their day.
- Full time school counselor who provides mental health education in classrooms and one-on-one with students.
- Staff members have the opportunity to give to families in need through our school "adopt a family" and morning connections programs at Christmas time.
- Promoting positive atmosphere in the building, staff participate in various activities such as ugly sweater contests, singing and other fun seasonal events.
- Native American group meets in the morning for drumming.

MIDDLE SCHOOL

~~Cloquet Middle School intends to provide a physically and mentally healthy student body, with a positive school climate, and inclusivity for all students.~~

~~**Physical Health**~~

- ~~Differentiation of curriculum for students of all levels~~
- ~~Always outdoor recess (grades 5-6) when possible~~
- ~~Discourage 2+ hrs. inactivity.~~
- ~~FCS class provides nutrition in food and in your body curriculum (essential nutrients), safe food preparation/handling/storage, benefits of eating healthy and nutritional deficiencies. They also learn Choose My Plate for dietary guidelines, and skills such as understanding food labels, preparing food and healthy meal making, taste testing, commercial food advertising, and nutrition goal setting/achievement.~~
- ~~Nutrition program is also included in Phys. Ed 8th grade. They had to take their favorite snack and make it a healthy snack (after learning about healthy food substitutions)~~

~~**Mental Health**~~

- ~~Group grievance (SOS) student meetings on Mondays with the social worker. How to get help and get through struggles, bullying, etc…~~
- ~~Homeroom circle meetings twice a month (in restorative circle format)~~
- ~~Posters made by students about mental health, eating disorders, drug abuse, and hygiene hung up throughout the year (from their health class)~~
- ~~North Homes and other similar services~~
- ~~Two (2) social workers, two (2) school counselors, three (3) Indian Ed Specialists, and Speech therapist on site to help students~~

~~**Positive Environment**~~

- ~~Restorative Circles for students and staff.~~
- ~~Recovery Room instead of ISS. They must complete meetings with counselors to work through what they did wrong, reflect on it, and how they can change future behavior.~~
- ~~"Cruze" and "Scout" the therapy dog is used with students.~~
- ~~Pre-written cards that can be sent to students having a tough time. Positive postcards also sent home to students (8th grade sends at least one to a chosen student per week).~~
- ~~Social games and puzzles out for students to enjoy during study hall times or when done with work early.~~

~~**Inclusivity**~~

- ~~Unified PE program~~
- ~~MN Polar Plunge for Special Olympics Minnesota~~
- ~~Special Olympics competitors in many different sports~~
- ~~A variety of clubs provided for all students (DI, Dungeons & Dragons, Science Fair, E-Games)~~
- ~~Fidgets provided for students in many classrooms.~~
- ~~ADSIS (reading and math) and intervention specialist room for struggling students. PLCs to get the students into these classes.~~
- ~~Drum and Ojibwe classes for 7th and 8th grade students.~~
- ~~American Indian Education classrooms for 5th and 6th grade and 7th and 8th grade.~~

~~WEB (Where Everyone Belongs). 8th grade leaders are paired with groups of 5th grade students and lead them in activities to help prepare them for middle school. Some activities include having a career fair day where they bring them around and show them career posters they have made, team building activities, touring the middle school, and talking about mental and physical health~~

~~**Staff/Student Development**~~

- ~~ALICE training for staff/students.~~
- ~~NHS tutors coming from the high school to work with students in study hall.~~
- ~~Math tutor in the Indian Education room.~~
- ~~TRIO math tutors available to students.~~
- ~~Staff training and practice for restorative practice. Several staff certified and working on more.~~

~~**Other**~~

- ~~Officer came in to talk about drug education.~~
- ~~Vape detectors were installed in all student bathrooms.~~
- ~~"Red flags", safe/unsafe relationships in relationships taught in health class.~~
- ~~Gathering of Great Minds~~
- ~~4 instructional coaches to help teacher workloads and create diverse and accommodating activities for students.~~
- ~~Weekly meetings for teachers before school to assess at risk students (academic, social, behavior, emotional) and refer them for service.~~
- ~~Nurse's office provides feminine products and first aid supplies and bathroom~~
- ~~P/I - Prevention Intervention meetings. It is an extension of a summer program that's goal is to give kids other options that are fun and safe to help keep them off drugs, alcohol, vaping and out of trouble. When they come here so far we have been doing a value, personality project.~~

Cloquet Middle School intends to provide a physically and mentally healthy student body, with a positive school climate, and inclusivity for all students.

Physical Health

- Differentiation of curriculum for students of all levels
- Always outdoor recess (grades 5-6) when possible
- Discourage 2+ hrs. inactivity.
- FCS class provides nutrition in food and in your body curriculum (essential nutrients), safe food preparation/handling/storage, benefits of eating healthy and nutritional deficiencies. They also learn Choose My Plate for dietary guidelines, and skills such as understanding food labels, preparing food and healthy meal making, taste testing, commercial food advertising, and nutrition goal setting/achievement.
- Nutrition program is also included in Phys. Ed 8th grade. They had to take their favorite snack and make it a healthy snack (after learning about healthy food substitutions)

Mental Health

- Group grievance (SOS) student meetings on Mondays with the social worker. How to get help and get through struggles, bullying, etc…
- Homeroom circle meetings twice a month (in restorative circle format)
- Posters made by students about mental health, eating disorders, drug abuse, and hygiene hung up throughout the year (from their health class)
- North Homes and other similar services (TAKE THIS OUT) as we no longer have North Homes

- Two (2) social workers, two (2) school counselors, three (3) Indian Ed Specialists, and Speech therapist on site to help students
- North Star Community Services, Brightwater Health (formerly known as HDC) and Fon Du Lac Mental Health Services all present and working with students in the building. These organizations offer CTSS (Children's Therapeutic Services and Support), as well as individual and group therapy.

Positive Environment

- Restorative Circles for students and staff.
- Recovery Room instead of ISS. They must complete meetings with counselors to work through what they did wrong, reflect on it, and how they can change future behavior.
- "Scout" the therapy dog is used with students.
- Pre-written cards that can be sent to students having a tough time. Positive postcards also sent home to students (8th grade sends at least one to a chosen student per week).
- Social games and puzzles out for students to enjoy during study hall times or when done with work early.
- Kindness Club for 5th & 6th graders. Almost entirely student led club that meets 1x a week after school coming up with ways to spread kindness throughout the building and throughout their community. Some examples so far: passing out handmade valentines, cleaning up trash on school property, and making and hanging up different kindness and anti-bullying posters throughout the school.

Inclusivity

- Unified PE program
- MN Polar Plunge for Special Olympics Minnesota
- Special Olympics competitors in many different sports
- A variety of clubs provided for all students (DI, Dungeons & Dragons, Science Fair, E-Games)
- Fidgets provided for students in many classrooms.
- ADSIS (reading and math) and intervention specialist room for struggling students. PLCs to get the students into these classes.
- Drum and Ojibwe classes for 7th and 8th grade students.
- American Indian Education classrooms for 5th and 6th grade and 7th and 8th grade.
- WEB (Where Everyone Belongs). 8th grade leaders are paired with groups of 5th grade students and lead them in activities to help prepare them for middle school. Some activities include having a career fair day where they bring them around and show them career posters they have made, team building activities, touring the middle school, and talking about mental and physical health

Staff/Student Development

- ALICE training for staff/students.
- NHS tutors coming from the high school to work with students in study hall.
- Math tutor in the Indian Education room.
- TRIO math tutors available to students.
- Staff training and practice for restorative practice. Several staff certified and working on more.

Other

- Officer came in to talk about drug education.
- Vape detectors were installed in all student bathrooms.
- "Red flags", safe/unsafe relationships in relationships taught in health class.
- Gathering of Great Minds for staff

- Weekly meetings for teachers before school to assess at risk students (academic, social, behavior, emotional) and refer them for service.
- Nurse's office provides feminine products and first aid supplies and bathroom
- P/I - Prevention Intervention meetings. It is an extension of a summer program that's goal is to give kids other options that are fun and safe to help keep them off drugs, alcohol, vaping and out of trouble. When they come here so far we have been doing a value, personality project.

HIGH SCHOOL

~~Wellness Initiatives at CHS Include:~~

- ~~Physical Education, Weightlifting and Fitness opportunities for students to fit all interests.~~
- ~~Workplace Wellness for Staff with Weekly Yoga Sessions available to all District Staff.~~
- ~~Health Classes~~
  - ~~CPR/First Aid Certification - Cloquet Fire District~~
  - ~~Think First Program, Injury Prevention Program - Essentia Health~~

~~Student Counsel:~~

- ~~United Way volleyball Middle School vs. High School staff fundraiser.~~
- ~~Celebrations for all students for Activity weeks such as Homecoming, Specialty Weeks, Dress up days, , singing Val-O-Grams during Valentines Day.~~
- ~~New this year Sweetheart Dance for 9-12th grade, Homecoming Dance~~

~~Mental Health:~~

- ~~3 Full Time Guidance Counselors~~
- ~~2 Full Time Social Workers~~
- ~~1 Family School Support Worker~~
- ~~Human Development Center works on-site with students~~
- ~~Full Time School Resource Officer~~
- ~~Restorative Justice Program and Advocate~~
- ~~~~

~~Family Resources:~~

- ~~Family nights for Registration~~
- ~~Open houses~~
- ~~Conference Presentations Offering Community Resources and Information~~
- ~~Back to School Events~~
- ~~College Financial Aid Presentations~~
  - ~~College Knowledge Month~~

- ~~Family Advocate~~
  - ~~Multiple opportunities for the community provided such as "Self Care and Wellness" at the Public Library, Youth Wellbeing Meetings, Free Meal Opportunities~~
- ~~District Transportation as needed aside from regular school bussing~~
- ~~Food Donations from local Church Group~~
- ~~Clothes Closet~~
- ~~Before and After Homework Support~~

~~Student Opportunities Include:~~

- ~~Unified PE~~
  - ~~Special Olympics~~
  - ~~Polar Plunge~~

- ~~Archery Competitions~~
- ~~Bowling Competitions~~
- ~~Swimming~~

- ~~CTE - Career and Technical Education~~
  - ~~CDL License Opportunity~~
  - ~~Speakers for HVAC, Welding, Plumbing~~
  - ~~Many Field Trips for CTE Careers~~
- ~~Multiple Out of Town Trips~~
  - ~~Art to Twin Cities~~
  - ~~Washington DC~~
- ~~Building Wide Guest Speakers~~
  - ~~Black History Month and Dinner~~
  - ~~Indigenous Peoples Week Celebrated with special authentic foods and teachings~~

Goal: to provide an environment where all staff and students feel safe, welcomed and enjoy coming to work and school each day.

Wellness Initiatives at CHS Include:

- Physical Education, Weightlifting, including new weight machines, free-weights, cardio bikes, treadmills and many Fitness opportunities for students and staff to fit all interests.
- Workplace Wellness Program and challenges monthly for Staff
- Installment of New Water Fountain in Cafeteria to allow access to water for Students & Staff
- Adding more healthy food options for students and staff to purchase for ala carte
- Installment of New Salad bar for healthy options for students and staff

Staff, ETcC

- Staff Greeters, welcome each student into the building each morning.
- Potluck days
- Secret dress up days for staff (fun to see when students recognize this)

Health Classes include:

- CPR/First Aid Certification - Cloquet Fire District
- Think First Program, Injury Prevention Program - Essentia Health
- (can this be formatted like the others?)
- Restorative In-School Engagement RISE - Class support and credit recovery

Student Counsel:

- Celebrations for all students for Activity weeks such as Homecoming, Specialty Weeks, Dress up days, singing Val-O-Grams during Valentines Day.
- Sweetheart Dance for 9-12th grade, Homecoming Dance.
- Gratitude Grams
- Bublr Grams
- Hot Chocolate Sales
- Fall Leadership Forum @ Craguns, CEF Funded
- Senior Sunrise Breakfast
- Powderbuff Boys Volleyball Game
- Pepfest
- Sports/Activities Celebrations of achievement

Mental Health:

- 3 Full Time Guidance Counselors
- 1 Full Time Social Worker
- 1 Family School Support Worker
- Onsite Mental Health and CTSS workers available to students
- Full Time School Resource Officer
- Presentations to Freshman by Brightwater and FDL

Family Resources:

- Family nights for Registration
- Open houses
- Conference Presentations Offering Community Resources and Information
- Back to School Events
- College Financial Aid Presentations
- Transportation for students unable to get to school, AM, PM Evenings after activities
- College Knowledge Month
- Family Advocate
- Multiple opportunities for the community provided such as "Self Care and Wellness" at the Public Library, Youth Wellbeing Meetings, Free Meal Opportunities
- District Transportation as needed aside from regular school bussing
- Clothes Closet - food, clothing, shoes, essential needs, formal wear available to all students
- Annual Career Fair

Student Opportunities Include:

- Unified PE
  - Special Olympics
  - Polar Plunge
  - Archery Competitions
  - Bowling Competitions
  - Swimming
- CTE - Career and Technical Education
  - CDL License Opportunity
  - Speakers for HVAC, Welding, Plumbing
  - Many Field Trips for CTE Careers
- Multiple Out of Town Trips
  - Art to Twin Cities
  - Washington DC Annual
  - Choir and Band to New York City
  - German Students to Germany
  - Spanish Students to Costa Rica/Spain
- Building Wide Guest Speakers
  - Indigenous Peoples Week Celebrated with special authentic foods and teachings
  - College Tours to Twin cities
  - Tech Fair at FDLTCC

CAAEP

- ~~Staff is Working on Implementing Character Education, a comprehensive approach to teaching and fostering moral and ethical values, social-emotional skills, and positive behaviors through intentional school-wide practices that prioritize relationships, intrinsic motivation, modeling, empowerment, and developmental growth to help students become capable and compassionate citizens.~~
- ~~CAAEP has a PE/health teacher. This position started in 2021-22. The health classes for students focus on mental health, the whole child and wellbeing on multiple platforms. The students have regularly attended these classes and have reported that they are beneficial.~~
- ~~The staff has been invited to participate in the monthly health challenges offered district-wide. CAAEP continues to train, practice and implement The Restorative Practices for relationship building and maintaining.~~
- ~~CAAEP has been holding symposiums Fall, Winter and Spring. Symposium strives to give students the opportunity to experience learning in the community through various activities and field trips. Many of these experiences are a first for our student population that otherwise would not happen without a~~

  ~~symposium. Symposium offers students the chance to earn needed credit towards graduation in an innovative way, all while building community, an important element to the success of students at CAAEP.~~
- ~~S.O.S. is working in coordination with Carlton County to foster Positive Community Norms.~~
- ~~Vape detectors have been installed in all student bathrooms.~~
- ~~My Message to the World: a collage wall of Students and staff inspirational sayings written on cards and then photograph them holding the cards in black and white.~~
- CAAEP has submitted a grant to fund the hire of a full time Restorative Practice staff member because we currently are unable to practice as we have in the past. We do not have a trained staff member who has time allotted in their schedule to continue with our long-standing commitment to RP and we definitely feel the loss of this position, practice and commitment.
- CAAEP has a PE/health teacher. This position started in 2021-22. The health classes for students focus on mental health, the whole child and wellbeing on multiple platforms. The students have regularly attended these classes and have reported that they are beneficial.
- The staff has been invited to participate in the monthly health challenges offered district-wide. CAAEP continues to train, practice and implement The Restorative Practices for relationship building and maintaining.
- CAAEP has been holding symposiums Fall, Winter and Spring. Symposium strives to give students the opportunity to experience learning in the community through various activities and field trips. Many of these experiences are a first for our student population that otherwise would not happen without a symposium. Symposium offers students the chance to earn needed credit towards graduation in an innovative way, all while building community, an important element to the success of students at CAAEP.
- S.O.S. is working in coordination with Carlton County to foster Positive Community Norms.
- Vape detectors have been installed in all student bathrooms.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program

Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) **mail:** U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
(2) **fax:** (833) 256-1665 or (202) 690-7442; or
(3) **email:** program.intake@usda.gov
This institution is an equal opportunity provider.

Adopted: *5/11/20, 6/24/19, 5/3/18, 5/12/14, 5/13/13, 6/1/12, 8/23/10,* 7/13/09, 5/8/06

Revised: *7/13/26,* 7/14/25, 6/24/24, 5/22/23, 5/23/22, 5/24/21, 5/11/20, 6/24/19, 5/3/18, 6/26/17, 5/12/14, 5/13/13, 6/11/12, 5/14/12, 12/19/11, 8/23/10, 7/13/09

#533 - DISTRICT WELLNESS POLICY

I. PURPOSE

The primary goals of the Cloquet School District's wellness program are to create a total school environment that is conducive to healthy eating and being physically active.

II. GENERAL STATEMENT OF POLICY

As per the Child Nutrition and WIC Reauthorization Act of 2004, the Cloquet School District hereby adopts a local wellness policy that addresses healthy eating and physical activity aimed at improving children's health by expanding the availability of nutritious meals and snacks to more children in schools while also promoting increased activity. Goals will be set for nutrition education, physical activity and other school-based activities designed to promote student wellness. Nutrition standards will be established for foods that are available at each school with the objective of promoting health and reducing childhood obesity.

III. NUTRITION GUIDELINES

It is the policy of the Cloquet School District that all foods and beverages available in school fall under the District's nutrition guidelines. The District will serve meals and snacks to students that meet federal program regulations and nutrition standards of the National School Lunch Program. The district will create procedures that may include the following areas:

- National School Lunch Act, including breakfast and after school snack programs
- A la carte offerings in the cafeterias including foods and beverages
- Classroom celebrations and parties
- Classroom rewards and school sponsored events
- Fundraisers
- Food and beverages sold in school stores and vending machines

IV. NUTRITION EDUCATION

A. Instructional Program Design

The District's nutrition education goal is to integrate sequential nutrition education with the comprehensive health education and family and consumer science curriculum, and to the extent possible, integrate materials at every grade level to provide students with the necessary knowledge and skills to make healthy nutrition choices, being consistent with the state's/district's health education standards. To achieve the nutrition education goal, the district will:

1. Provide students at all grade levels (pre-K through 12) with adequate and age appropriate nutritional knowledge including, but not limited to:
   - The benefits of healthy eating
   - Essential nutrients
   - Nutritional deficiencies
   - Principles of healthy weight management
   - The use and misuse of dietary supplements
   - Safe food preparation, handling, and storage

2. Provide students with nutrition-related skills that include the ability to:
   - Apply the principles of the Dietary Guidelines for Americans and Choose MyPlate.
   - Assess personal eating habits, nutrition goalsetting and achievement.
   - Understand and use food labels.
   - Evaluate nutritional information, distinguishing the valid from the invalid.
   - Plan healthy meals applying a decision-making process to enhance personal health.
   - Evaluate commercial food advertising and media influence on food selection.

3. Provide instructional activities that teach the aspects of healthy eating. These activities should be hands-on, behavior based, culturally relevant, developmentally appropriate, and enjoyable. Examples of activities include but are not limited to food demonstrations and preparations, contests, promotions, taste testing, guest speakers and appropriate fieldtrips.

B. Educational Reinforcement/Coordination of Programs

1. The District's coordinated health programs will collaborate with the educational staff to provide support with the nutrition-related education.

2. District staff are encouraged to provide educational links outside the classroom with local agencies and community groups to provide students with opportunities for volunteer work related to nutrition, such as in food banks, soup kitchens, or after-school programs.

3. District staff are encouraged to integrate with the food service program to promote nutrition instruction. Food service staff are encouraged to work closely with those responsible for other components of the school wellness program to achieve common goals.

4. The District will encourage families to become partners with the school in promoting healthy eating behaviors, working cooperatively to advocate for healthy individuals and families.

C. Nutrition Related Health Problems and Modified Diets

1. School counselors and school health service staff will promote healthy eating to students and other staff.

2. The food service program will comply with USDA's requirements. The school food service program is strongly encouraged to meet ethnic dietary requests as recommended by the USDA.

D. Staff Qualifications

1. Staff who provides nutrition education should have appropriate training and regularly participate in professional development activities to effectively deliver nutrition programs as planned.

E. Staff as Role Models

1. The District shall provide staff with in-service opportunities that recognize conditions such as unhealthy weight, eating disorders, and other nutrition related health problems among students and staff. All school staff are encouraged to model healthy nutrition practices.

V. PHYSICAL ACTIVITY

The District's physical activity goal is to assist students in learning to value and enjoy physical activity as an ongoing part of a healthy lifestyle by ensuring that every student can develop the knowledge and skills necessary to perform a variety of physical activities, maintain physical fitness and regularly participate in physical activity. To achieve the physical activity goal, the district will:

- Develop a sequential program of appropriate physical education for every student. The program goal will be to: Provide for at least 125 minutes (on average) of physical education for students in grades K-8; and high school students will meet the graduation standard requirements in physical education required for graduation.
- Emphasize knowledge and skills for a lifetime of regular physical activity.
- Devote at least 50 percent of physical education class time to actual physical activity in each week, with as much time as possible spent in moderate to vigorous physical activity.
- Meet the needs of all students, especially those who are not athletically gifted or who have special needs.
- Provide a variety of activity choices, feature cooperative as well as competitive activities, and account for gender and cultural differences in students' interests.
- Prohibit exemptions from physical education courses based on participation in an athletic team, marching band or other school or community activity.
- Be closely coordinated with the other components of the overall school health program.
- Not use prohibiting participation in physical education as punishment for actions unrelated to performance in and adherence to the rules of the physical education class.
- Provide time in elementary schools for supervised recess. Recess will be held outdoors when possible.
- Provide opportunities and encouragement for students to voluntarily participate in before and after-school activity programs such as intramural activities, interscholastic athletics, and clubs both through the school and community. Examples include the following:
- Providing a diverse selection of competitive and noncompetitive, as well as structured and unstructured, activities to the extent that staffing, and district/community facilities permit.
- Offering intramural physical activity programs that feature a broad range of competitive and cooperative activities for all students.
- Encouraging partnerships between schools and businesses. Promotion of such partnerships must be appropriate and in accordance with Board policy and applicable procedures, i.e. fitness center, soccer, basketball, hockey, and the softball/baseball associations. Also, community education offers a variety of activities that are not competitive to meet the needs of all students.
- Strive to provide joint school and community recreational activities by:
- Actively engaging families as partners in their children's education and collaborating with community organizations to provide ample opportunities for students to participate in physical activity beyond the school day.
- Encouraging schools to work with recreation agencies and other community organizations to coordinate and enhance opportunities available to students for physical activity during their out-of-school time.
- Encouraging schools to negotiate mutually acceptable, fiscally responsible arrangements with community agencies and organizations to keep district-owned facilities open for use by students, staff and community members during non-school hours and vacations.
- Encouraging district officials to work together with local public works, public safety, police departments and/or other appropriate state and federal authorities in efforts to make it safer and easier for students to walk and bike to school.

- Discourage periods of inactivity that exceed two (2) or more hours. When activities such as mandatory school testing makes it necessary for students to remain indoors for long periods of time, staff should give students periodic breaks during which they are encouraged to stand and be moderately active.
- Provide and encourage – verbally and through the provision of space, equipment, and activities – daily periods of moderate to vigorous physical activity for all participants in onsite after-school childcare and enrichment programs sponsored by the District, i.e. Kid's Corner.
- Strive to provide opportunities and encouragement for staff to be physically active by:
  - Planning, establishing, and implementing activities to promote physical activity among staff and providing opportunities for staff to conveniently engage in regular physical activity.
  - Working with recreation agencies and other community organizations to coordinate and enhance opportunities available to staff for physical activity during their out-of-school time.

VI. OTHER SCHOOL-BASED ACTIVITIES

The district's goal for other school-based activities is to ensure an integrated whole-school approach to the district's wellness program. The district may achieve this goal by addressing such areas as listed below:

Community Involvement

- School instructional staff collaborating with agencies and groups conducting nutrition education in the community to send consistent messages to students and their families.
- Guest speakers invited to address students will receive appropriate orientation to the relevant policies of the district.
- Making effective use of district and community resources and equitably serve the needs and interests of all students and staff, taking into consideration differences of gender, cultural norms, physical and cognitive abilities, and fitness level.

Family Involvement

- Engaging families as partners in their children's education by supporting parental efforts to motivate and help their children with maintaining and improving their health, preventing disease, and avoiding health-related risk behaviors.
- Providing nutrition information to parents/guardians in the forms of newsletters, handouts, presentations, or other appropriate means.
- Posting nutrition tips on district website.
- Providing nutrient analyses of district menus.
- Providing parents/guardians for appropriate foods that meet the district's nutrition standards.
- Providing parents/guardians with ideas for healthy celebrations, parties, rewards, and fundraising activities.
- Encouraging parents/guardians to pack healthy lunches and snacks and to refrain from including beverages and foods that do not meet the district's nutrition standards for individual foods and beverages.
- Providing opportunities for parents/guardians to share their healthy food practices with others in the school's community.
- Designing curricular nutrition education activities and promotions to involve parents/guardians and the community.
- Supporting efforts of parents/guardians to provide their children with opportunities to be physically active outside of school.

- Providing information about physical activity and other school-based physical activity opportunities available to students before, during and after the school day.
- Sharing information about physical activity and physical education via the district's website, newsletter, other take home materials, special events or physical education homework.
- Encouraging parents/guardians to volunteer time in the classroom, cafeteria or at special events that promote student health.
- If practical, provide information in a language understandable to parents/guardians.

VII. MARKETING AND ADVERTISING

Marketing in district facilities will be consistent with the goals of the district's wellness program and comply with Board policy. The district will strive to promote the wellness program and educate parents regarding the quality of district foods.

Tobacco advertising is not permitted on district property, at district-sponsored events or in district-sponsored publications. Food and beverage marketing will include the promotion of foods and beverages that meet the nutrition standards adopted by the Board. Other examples of marketing and advertising the district will scrutinize include but are not limited to pricing strategies that promote healthy food choices, audiovisual programming, educational incentive programs, scoreboards, book covers and vending machine displays.

VIII. DISTRICT DINING ENVIRONMENT GOALS

- Provide a clean, safe, enjoyable meal environment for students.
- Provide enough space and serving areas to ensure all students have access to school meals with minimum wait time.
- Provide drinking fountains and/or portable water stations in all schools, so that students can get water at meals and throughout the day.
- With the free school meal bill allowing every student to receive one (1) free breakfast and one (1) free lunch per day, encourage all students to participate. While we still are required to track eligibility, protect the identity of all students.
- Provide an adequate time for students to enjoy eating healthy foods with friends in schools.
- Provide scheduled lunch time as near the middle of the school day as possible.

IX. OVERSIGHT, EVALUATION, REVIEW

It will be the responsibility of the District Wellness Committee to meet at least four (4) times a year to review the **policy, discuss building issues/evaluations, and review new goals set by the buildings to ensure district compliance** with the policy.

X. COMPLIANCE INDICATORS/MONITORING

The Building SDM Teams will include an annual review of the building's compliance and progress working with the District's Wellness Policy.

XI. DISTRICT WELLNESS GOALS 2025-2026

We want to welcome the 2025-2026 school year. Cloquet Public Schools provides an excellent option with supportive staff and comprehensive range of programs and activities.

The Cloquet Public Schools places the child at the center, takes a comprehensive approach to supporting learning and calls for greater collaboration across sectors.

Our goal is and will remain to provide an excellent learning environment for students that is safe and supports their health, social and emotional wellbeing.

Wellness Leadership and Community Involvement

A. Wellness Coordinator
- The district will appoint a wellness coordinator. The wellness coordinator will oversee the school district's wellness – related activities and ensure that each school implements the policy.
- The principal or designee of each school district building will ensure compliance within the school and, upon request, will report to the wellness coordinator regarding Wellness Policy compliance.

B. Public Involvement
- The wellness coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation and periodic review and update of the Wellness Policy.
- The wellness coordinator will hold meetings for the purpose of discussing the development, implementation, and periodic review and update of the Wellness Policy. All meeting dates and times will be posted on the school district's website and will be open to the public.
- The superintendent will convene and facilitate development of and updates to the Wellness Policy and will ensure each school 's compliance with the policy.

Work on Crisis Management and Mental Health Concerns:

District's wellness and mental wellness goals will continue to be heightened this year. Restorative Practices initiatives will continue and additional training for staff will be scheduled due to demand. The equity committee known as the DEI Team, Diversity, Equity and Inclusion advocates for actions that promote conditions and skill sets needed to erode the structural and institutional barriers that have limited the opportunities for underrepresented and marginalized students.

Part of the above process includes mental health issues (prevention, initial response, and follow-up). The district has set up procedures with Human Development Center for mental health referrals, and works with a coordinator from Carlton County for the Text 4 Life program.

ALICE Training – Alert, Lockdown, Inform, Counter, Evacuate (ALICE) – the ALICE program has been implemented districtwide. All incoming staff receive initial training, and alumni staff can attend for a refresher course. This will be a continual environmental awareness conforming to various incidents and conditions. Ongoing training will be planned.

Monthly District Health & Wellness Newsletter: Nursing staff also work with the "United Way of Carlton County" Campaign and "Just Kids Dental" free dental care week.

Power Lunch Program: The Power Lunch Reading Program is a national literacy based mentoring program aimed at building reading skills and a love of reading among elementary students. Power Lunch was established in the Cloquet School District in the mid 1990's and matches community volunteers with teacher selected first and second grade students at both Churchill and Washington Elementary Schools.

The goal of Power Lunch is to show emerging readers that reading is fun, worthwhile, and a life-long benefit. Volunteers are partnered with students and meet with them one hour per week during their lunch period. Students and volunteers share lunch together in the school's media center, spend a brief time socializing, and then read together in a one-on-one setting. Power Lunch is made possible with support from the Cloquet Educational Foundation, Sappi Fine Paper, Lake Country Power, Cloquet Rotary, Churchill Elementary PIE, and Washington Elementary PIE.

Backpack Program: The Backpack program involves the schools and entire community, working together for a healthier more productive "whole" environment/community. The program is to meet the needs of hungry children by providing them with nutritious and easy-to-prepare food to take home on weekends and during school vacations when other resources are not available.
We currently have Churchill Elementary, Washington Elementary and Cloquet Middle School participating in this program. Funding for this program comes from Northern Lakes Second Harvest and is also financed through private donations.

Community Support:

- Mock Food Shelf: through non-traditional channels and reaching out to children in need. Every site has a basic Mock-Food Shelf coming in from various entities, anonymously.

- Healthy Northland Bike Lane: Thanks to strong partnerships among the Cloquet Active Living Coalition, the Carlton County Highway Department, the Minnesota Department of Transportation and the City of Cloquet, we continue to make improvements spurred by a Health Impact Assessment, evaluation from bicycle counts and community support.

Achievement & Integration:
The district along with Community Ed. offers a variety of activities, clubs, classes, and sports for Cloquet students and kids of all ages. Our Auditorium is a state-of-the-art environment for the fine arts, our technical education space provides students with skills to enter the workforce and trades, and many college credit bearing classes. We offer a wide variety of sport programs and a Unified sport program for kids with special needs. We also offer the use of our Activities Van Driver for students with transportation barriers so they can participate in our programs.

Land Acknowledgment:
The Cloquet School Board unanimously adopted a formal land acknowledgment recognizing the area's Indigenous heritage. Drafted alongside the district's equity committee, the statement honors the Ojibwe and the Indigenous nations who stewarded the land prior to colonization.

Cloquet District's Land Acknowledgement
Boozhoo! We pause to honor the land where our schools are located. This is the ancestral and present-day home of the Ojibwe, Dakota, and Ho-Chunk Nations. We respectfully recognize the many generations of Indigenous people who have cared for this land and continue to live here today.
We acknowledge that this land has a complex history—one shaped by forced removal, the boarding school system, and injustices. We believe it is essential to remember and discuss this history honestly.
We also celebrate our local Indigenous communities and express our gratitude for the cultural, linguistic, and ancestral knowledge they continue to share with us. This commitment enriches our schools and makes our community a better place for everyone to learn and grow. Our district is devoted to our school community, ensuring that every individual feels safe, included, and respected. Miigwech!

Cloquet School District Staff Wellness Program: School representatives joined Carlton County Wellness Committee and have implemented a District Wellness Program for staff. Our District Staff Wellness Committee continues to encourage staff to engage in our monthly activity challenges and track progress.

School Resources Officer: The school district, working with the local police department, has put an SRO on contract. Our SRO provides support to all the district's five schools, mentoring students and collaborating with staff to provide a safe environment for learning and working.

Additional Initiatives and Ongoing Initiatives

- Gathering of Great Minds with other area school districts.
- Text 4 Life suicide prevention information.
- We have social workers who come in and work with kids in all our five schools.
- United Way Annual Fund Drive.
- Just Dental provides free dental services to our students in the elementary schools.

Safe Routes to School

With past mini grants received at both elementary schools to purchase equipment and the infrastructure grant that was awarded to the City of Cloquet to add sidewalks from MN DOT, we continue to practice safe routes to school. Washington, Churchill, and the Middle School all have had walk/bike to school events and are planning on continuing these events with the opportunity we have been given.

Smart Snack Guidelines – Competitive Foods and Beverages

- All foods and beverages sold on school grounds during the school day to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores and for in- school fundraisers.
- All competitive foods will meet or exceed the USDA Smart Snacks in School nutrition standards and any applicable state nutrition standards. Smart Snacks aim to improve student health and wellbeing, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.
- After school programs must also comply with the school district's nutrition standards unless they are reimbursable under the USDA school meals program, in which case they must comply with all applicable USDA standards.
- Fresh Fruits and Vegetables available to all students across the district
- Add more healthy options to the menus district wide to give the students more variety
- Offering hot breakfast choices across the district to students

WASHINGTON ELEMENTARY

In order to achieve our mission, the Washington Elementary Community acknowledges that we need to nurture and uphold an environment of wellness for all members of our school community (students, staff, and parents) by addressing the needs for physical, emotional, and mental wellness.

Goal #1- Physical Wellness:

Washington Elementary will promote and support participation in healthy physical activities during and after the school day.

How the goal was met:

- Washington students have participated in: Kids Heart Challenge, Roller Skating, Bike Fleet, Purple Pride Back to School Bash, and WOW (Walk or Wheel to School).
- Washington has physical education classes for grades K-4 every day.

- Washington has implemented recess before lunch for all classes
- Washington offers after-school enrichment gym games.
- Washington participates in Adaptive Field Day through Arrowhead Youth.
- Washington has implemented a lunchroom Share Table. This helps students learn to be more self-aware with their hunger. If they are full, they can give to the share table, if they are hungry, they can get a second helping.
- Lunches offered at school for staff are health-conscious options, encouraging staff to eat here.
- Staff members are encouraged to participate in the Purple Pride Back to School Bash.
- The Health and Wellness committee shares an optional health and wellness challenge monthly for staff who would like to participate.
- Staff are also encouraged to participate in fitness opportunities throughout the district and community through different emails and group initiatives. There are walking groups created with members of our building community.
- Healthy snacks are offered during professional days.

- Communication is sent home regarding opportunities for families through our principal's newsletter, nurse's newsletter, and Community Education offerings.
- We have Field Day in the spring with outdoor activities and a picnic. Families are encouraged to join students for lunch and to watch activities.

Goal #2- Emotional Wellness:
Washington Elementary will support and promote positive emotional wellness.
How the goal was met:

- Full-time guidance counselor for all grade levels.
- The implementation of SAT Student Advisory Teams in grades 3 and 4 has greatly impacted students and staff in the building. These students help around the school and work with students.
- Encouraging positive behavior with Purple Pride ticket incentives, Purple Pride reward days, weekly Purple Pride drawing, and random Pick of the Pride days.
- Staff and students are familiar with Purple Pride (PBIS) language and it flows from classroom to classroom.
- Continued support for mental health issues among our student body.
- Paws Room – Students are able to use the Paws room for cool downs, before behaviors escalate. It is also available when students have a problem/behavior to calm down and have restorative chats with an adult.
- Students participate in the GET UP program.
- Two counselors from North Homes are available to meet with students.
- The sunshine committee provides support for members of our Washington Family.
- Special activities and potlucks arranged by the school nurse to promote Washington Community.
- The school treat cart is brought around occasionally for staff to have coffee and snacks.
- Positive messages in the bulletin.
- There are several families currently working with our school support worker liaison and Indian Education liaison.
- First Witness Child Advocacy Center comes into classrooms to teach Safe and Strong lessons for K–4th grade students about body safety.
- Each month the school focuses on one of the 7 Ojibwe Teachings. Each classroom nominates a student who is showing that value throughout the month.

- We have Books and Bites, families are invited to come in at breakfast time and spend some time with their student. They are able to have a donut and read a story with their child.
- There is a therapy dog at school during some school days.
- Staff are encouraged to participate in a monthly secret pal activity.

Goal #3- Mental Wellness:
Washington Elementary will support and promote positive mental wellness.
How the goal was met:

- Behavior Matrixes are visible in all areas of the school. Behavior expectations are taught and enforced as well. Teachers acknowledge positive behaviors through "Purple P.R.I.D.E." tickets and use referral system for ODR's. ODR's are tracked and ways to minimize them are discussed.
- Purple Pride days, Purple Pride Pop-ups, and Pick of the Pride days to celebrate good behavior and school pride.
- Provide Native American Culture classes for students in K-4 grade to provide a better understanding of the Native American culture for all Washington students.
- Staff are collaboratively supervising the hallways.
- Staff members have the opportunity to give to families in need through our school "adopt a family" at Christmas time.
- Staff provide a Morning Connections time before school to help students have a good start to their day.
- Posters were distributed to teachers as part of teaching hallway behavior, a PBIS activity account was started to manage funding, PRIDE shirts were ordered for all staff members.
- The PBIS team continues to discuss ways to improve behavior intervention and reward systems (coordinating with existing committees PST, PIE, etc.). PBIS team has regular meetings (1-2x/month). PBIS team sends out staff surveys and is constantly looking at what works, what needs to change, and new ideas.
- Teachers update parents on student progress and upcoming activities, through newsletters, phone calls, notes, or online resources. Parents are able to call and email teachers when needed.
- Teachers communicate not only negative, but also positive behavior to parents.
- Calming kits are handed out to all classrooms to use when students need support.
- Staff participates in Motivational Monday, wearing motivational messages to promote a positive start to the week.
- Smudging is offered through the Indian Education department in the morning and afternoon

CHURCHILL ELEMENTARY
Churchill Elementary will support and promote physical fitness activities:

- Kindergarten Physical Education classes done outdoors in the fall and spring everyday, weather permitting.
- Kids Heart Challenge and a roller-skating unit was added this year (Grades 2-4)
- River Run is promoted to all students and staff
- National Physical Education Day
- Physical education classes for K-4 (7 days out of 8 day cycle). Go Noodle movement is used when inclement weather outside. Knee hockey is played in some classrooms during inclement weather.
- Churchill has implemented a lunchroom Share Table. This helps students learn to be more self-aware with their hunger. If they are full, they can give to the share table, if they are hungry, they can get a second helping.
- The Health and Wellness committee shares an optional health and wellness challenge monthly for staff who would like to participate.

- Social worker does "Lunch Bunch" groups with students throughout the month
- Every trimester awards are presented to students for recognition of good behavior.
- Wednesday snacks and water were provided to the staff on a cart/table.
- Track and Field Day E5's-4th grade including picnic with parents.
- Walk/Bike to school days occur two (2) times a year.

Churchill will support and promote mental and emotional wellness activities:

- Northwood day treatment program is housed in Churchill Elementary for students who qualify because of behaviors and mental health.
- Staff member started an "encouragement group" for those who would like to receive encouragement randomly throughout the year. This would include things like, notes of encouragement, treats, truthful messages, holiday treats, health and wellness videos sent via email.
- Provide Native American Culture classes for students in K, 1st, and 3rd grade to provide a better understanding of the Native American culture for Churchill students whose teachers sign up to have the lessons in their classrooms.

- School counselor provides fun activities for students to find our behavior book feelings, "Spot". Students can go on a hunt to find where their pictures are hiding. Clues are given. This is done twice during the school year.
- Staff provide Morning Connections time before school to help students have a good start to their day.
- Full time school counselor who provides mental health education in classrooms and one-on-one with students.
- Staff members have the opportunity to give to families in need through our school "adopt a family" and morning connections programs at Christmas time.
- Promoting positive atmosphere in the building, staff participate in various activities such as ugly sweater contests, singing and other fun seasonal events.
- Native American group meets in the morning for drumming.

MIDDLE SCHOOL

Cloquet Middle School intends to provide a physically and mentally healthy student body, with a positive school climate, and inclusivity for all students.

Physical Health

- Differentiation of curriculum for students of all levels.
- Always outdoor recess (grades 5-6) when possible.
- Discourage 2+ hrs. inactivity.
- FCS class provides nutrition in food and in your body curriculum (essential nutrients), safe food preparation/handling/storage, benefits of eating healthy and nutritional deficiencies. They also learn Choose My Plate for dietary guidelines, and skills such as understanding food labels, preparing food and healthy meal making, taste testing, commercial food advertising, and nutrition goal setting/achievement.
- Nutrition program is also included in Phys. Ed 8th grade. They had to take their favorite snack and make it a healthy snack (after learning about healthy food substitutions).

Mental Health

- Group grievance (SOS) student meetings on Mondays with the social worker. How to get help and get through struggles, bullying, etc…
- Homeroom circle meetings twice a month (in restorative circle format).
- Posters made by students about mental health, eating disorders, drug abuse, and hygiene hung up throughout the year (from their health class).
- North Homes and other similar services (TAKE THIS OUT) as we no longer have North Homes.
- Two (2) social workers, two (2) school counselors, three (3) Indian Ed Specialists, and Speech therapist on site to help students.
- North Star Community Services, Brightwater Health (formerly known as HDC) and Fon Du Lac Mental Health Services all present and working with students in the building. These organizations offer CTSS (Children's Therapeutic Services and Support), as well as individual and group therapy.

Positive Environment

- Restorative Circles for students and staff.
- Recovery Room instead of ISS. They must complete meetings with counselors to work through what they did wrong, reflect on it, and how they can change future behavior.
- "Scout" the therapy dog is used with students.
- Pre-written cards that can be sent to students having a tough time. Positive postcards also sent home to students (8th grade sends at least one to a chosen student per week).

- Social games and puzzles out for students to enjoy during study hall times or when done with work early.
- Kindness Club for 5th & 6th graders. Almost entirely student led club that meets 1x a week after school coming up with ways to spread kindness throughout the building and throughout their community. Some examples so far: passing out handmade valentines, cleaning up trash on school property, and making and hanging up different kindness and anti-bullying posters throughout the school.

Inclusivity

- Unified PE program.
- MN Polar Plunge for Special Olympics Minnesota.
- Special Olympics competitors in many different sports.
- A variety of clubs provided for all students (DI, Dungeons & Dragons, Science Fair, E-Games).
- Fidgets provided for students in many classrooms.
- ADSIS (reading and math) and intervention specialist room for struggling students. PLCs to get the students into these classes.
- Drum and Ojibwe classes for 7th and 8th grade students.
- American Indian Education classrooms for 5th and 6th grade and 7th and 8th grade.
- WEB (Where Everyone Belongs). 8th grade leaders are paired with groups of 5th grade students and lead them in activities to help prepare them for middle school. Some activities include having a career fair day where they bring them around and show them career posters they have made, team building activities, touring the middle school, and talking about mental and physical health.

Staff/Student Development

- ALICE training for staff/students.
- NHS tutors coming from the high school to work with students in study hall.
- Math tutor in the Indian Education room.

- TRIO math tutors available to students.
- Staff training and practice for restorative practice. Several staff certified and working on more.

Other

- Officer came in to talk about drug education.
- Vape detectors were installed in all student bathrooms.
- "Red flags", safe/unsafe relationships in relationships taught in health class.
- Gathering of Great Minds for staff.
- Weekly meetings for teachers before school to assess at risk students (academic, social, behavior, emotional) and refer them for service.
- Nurse's office provides feminine products and first aid supplies and bathroom.
- P/I - Prevention Intervention meetings. It is an extension of a summer program that's goal is to give kids other options that are fun and safe to help keep them off drugs, alcohol, vaping and out of trouble. When they come here so far we have been doing a value, personality project.

HIGH SCHOOL

Goal: to provide an environment where all staff and students feel safe, welcomed and enjoy coming to work and school each day.

Wellness Initiatives at CHS Include:

- Physical Education, Weightlifting, including new weight machines, free-weights, cardio bikes, treadmills and many Fitness opportunities for students and staff to fit all interests.
- Workplace Wellness Program and challenges monthly for Staff
- Installment of New Water Fountain in Cafeteria to allow access to water for Students & Staff
- Adding more healthy food options for students and staff to purchase for ala carte
- Installment of New Salad bar for healthy options for students and staff

Staff, ETcC

- Staff Greeters, welcome each student into the building each morning.
- Potluck days
- Secret dress up days for staff (fun to see when students recognize this)

Health Classes include:

- CPR/First Aid Certification - Cloquet Fire District
- Think First Program, Injury Prevention Program - Essentia Health
- (can this be formatted like the others?)
- Restorative In-School Engagement RISE - Class support and credit recovery

Student Counsel:

- Celebrations for all students for Activity weeks such as Homecoming, Specialty Weeks, Dress up days, singing Val-O-Grams during Valentines Day.
- Sweetheart Dance for 9-12th grade, Homecoming Dance.
- Gratitude Grams
- Bublr Grams
- Hot Chocolate Sales
- Fall Leadership Forum @ Craguns, CEF Funded
- Senior Sunrise Breakfast

- Powderbuff Boys Volleyball Game
- Pepfest
- Sports/Activities Celebrations of achievement

Mental Health:

- 3 Full Time Guidance Counselors
- 1 Full Time Social Worker
- 1 Family School Support Worker
- Onsite Mental Health and CTSS workers available to students
- Full Time School Resource Officer
- Presentations to Freshman by Brightwater and FDL

Family Resources:

- Family nights for Registration
- Open houses
- Conference Presentations Offering Community Resources and Information
- Back to School Events
- College Financial Aid Presentations
- Transportation for students unable to get to school, AM, PM Evenings after activities
- College Knowledge Month
- Family Advocate
- Multiple opportunities for the community provided such as “Self Care and Wellness” at the Public Library, Youth Wellbeing Meetings, Free Meal Opportunities
- District Transportation as needed aside from regular school bussing
- Clothes Closet - food, clothing, shoes, essential needs, formal wear available to all students
- Annual Career Fair

Student Opportunities Include:

- Unified PE
  - Special Olympics
  - Polar Plunge
  - Archery Competitions
  - Bowling Competitions
  - Swimming
- CTE - Career and Technical Education
  - CDL License Opportunity
  - Speakers for HVAC, Welding, Plumbing
  - Many Field Trips for CTE Careers
- Multiple Out of Town Trips
  - Art to Twin Cities
  - Washington DC Annual
  - Choir and Band to New York City
  - German Students to Germany
  - Spanish Students to Costa Rica/Spain
- Building Wide Guest Speakers
  - Indigenous Peoples Week Celebrated with special authentic foods and teachings
  - College Tours to Twin cities
  - Tech Fair at FDLTCC

CAAEP

- CAAEP has submitted a grant to fund the hire of a full time Restorative Practice staff member because we currently are unable to practice as we have in the past. We do not have a trained staff member who has time allotted in their schedule to continue with our long-standing commitment to RP and we definitely feel the loss of this position, practice and commitment.
- CAAEP has a PE/health teacher. This position started in 2021-22. The health classes for students focus on mental health, the whole child and wellbeing on multiple platforms. The students have regularly attended these classes and have reported that they are beneficial.
- The staff has been invited to participate in the monthly health challenges offered district-wide. CAAEP continues to train, practice and implement The Restorative Practices for relationship building and maintaining.
- CAAEP has been holding symposiums Fall, Winter and Spring. Symposium strives to give students the opportunity to experience learning in the community through various activities and field trips. Many of these experiences are a first for our student population that otherwise would not happen without a symposium. Symposium offers students the chance to earn needed credit towards graduation in an innovative way, all while building community, an important element to the success of students at CAAEP.

- S.O.S. is working in coordination with Carlton County to foster Positive Community Norms.
- Vape detectors have been installed in all student bathrooms.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) **mail:** U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
(2) **fax:** (833) 256-1665 or (202) 690-7442; or
(3) **email:** program.intake@usda.gov
This institution is an equal opportunity provider.

From the Desk of:

Paul Riess
Activities Director
Cloquet Senior High School
1000 18th Street
Cloquet, MN 55720
Phone: 218-879-3393
Fax: 218-879-6494

To: Mary Marciniak, Superintendent Cary, School Board
From: Paul Riess- Activities Director
Re: Non-Renewal of Head Softball Coach

I am recommending that the Cloquet School Board not renew the contract of Tyler Korby as Head Softball Coach.

Paul Riess

PR

Member _____ introduced the following Resolution and moved its adoption:

RESOLUTION NON-RENEWING A COACHING CONTRACT

WHEREAS, Tyler Korby served as the head coach of the girls varsity softball team for the 2025-2026 season; and

WHEREAS, Minnesota Statutes section 122A.33, subdivision 2, states that "a person employed as a head varsity coach has an annual contract as a coach that the school board may or may not renew as the board sees fit";

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 94 as follows:

1. Pursuant to Minnesota Statutes section 122A.33, subdivision 3, the School Board hereby declines to renew the annual coaching contract of Tyler Korby.

2. The School Board has reviewed a letter notifying Tyler Korby of the School Board's decision and the reasons for not renewing the coaching contract. The School Board hereby approves the letter and directs the School Board Chair to sign the letter on behalf of the School Board.

3. The Superintendent, or a designee, is directed to hand-deliver this Resolution and the approved letter to Tyler Korby as soon as possible and within fourteen (14) calendar days after the adoption of this Resolution. If hand-delivery is not possible, the Superintendent, or a designee, must send this Resolution and the approved letter to Tyler Korby by electronic and U.S. Mail.

Member _____ seconded the motion to adopt this Resolution, and the following Board Members voted in favor of the Resolution:

And the following voted against the Resolution:

Based on the vote, this Resolution was declared duly passed and adopted.

CLOQUET PUBLIC SCHOOLS

Independent School District No. 94
Cloquet, Minnesota 55720

Central Administration
302 14th Street • 218-879-6721 • FAX-879-6724
Cloquet Senior High School
1000 18th Street • 218-879-3393 • FAX-879-6494
Cloquet Middle School
2001 Washington Avenue • 218-879-3328 • FAX-879-4175
Churchill Elementary School
515 Granite Street • 218-879-3308 • FAX-879-7034
Washington Elementary School
801 12th Street • 218-879-3369 • FAX-879-3360
Community Education
2001 Washington Avenue • 218-879-1261 • FAX-878-3013
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX-879-6941
http://www.isd94.org

MEMORANDUM

TO: Cloquet School Board

FROM: Dr. Michael Cary, Superintendent
Billie Jo Steen, NLSEC Special Education Director

DATE: June 22, 2026

RE: Internal Transfer

We are recommending the internal transfer of Lance Horvat within Independent School District No. 94.

Effective July 15, 2026, Mr. Horvat will transfer from his current position as a 1.0 FTE Special Education Teacher at Cloquet High School to a 1.0 FTE Work Based Learning Coordinator position with the Northern Lights Special Education Cooperative (NLSEC).

CLOQUET PUBLIC SCHOOLS

Independent School District No. 94
Cloquet, Minnesota 55720

Central Administration
302 14th Street • 218-879-6721 • FAX-879-6724
Cloquet Senior High School
1000 18th Street • 218-879-3393 • FAX-879-6494
Cloquet Middle School
2001 Washington Avenue • 218-879-3328 • FAX-879-4175
Churchill Elementary School
515 Granite Street • 218-879-3308 • FAX-879-7034
Washington Elementary School
801 12th Street • 218-879-3369 • FAX-879-3360
Community Education
2001 Washington Avenue • 218-879-1261 • FAX-878-3013
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX-879-6941
http://www.isd94.org

MEMORANDUM

TO: Dr. Michael Cary

FROM: Tom Brenner and Tom Lenarz, Cloquet Middle School Principals

DATE: July 1, 2026

RE: Internal Transfer

We are recommending the internal transfer of Jenn Mangan within Independent School District No. 94.

Effective the 2026-2027 school year, Mr. Mangan will transfer from her current position as a 1.0 FTE 4th Grade Teacher at Washington Elementary to a 1.0 FTE 5th Grade Teacher at Cloquet Middle School

Adopted: *5/27/03*

Revised: *6/29/26, 2/28/22, 4/28/03*

211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT

I. PURPOSE

The purpose of this policy is to provide guidance about the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

II. GENERAL STATEMENT OF POLICY

A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.

B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.

C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

III. CIVIL ACTIONS

A. Pursuant to Minnesota Statutes section 466.07, subd. 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.

B. Pursuant to Minnesota Statutes Section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 and to the Family Educational Rights and Privacy Act, 20 United States Code § 1232g, and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, to the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

D. Service of Subpoenas

School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

IV. CRIMINAL CHARGES OR CONDUCT

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.

2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.

3. Pursuant to Minnesota Statutes section 123B.02, Subd. 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made in the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.

2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minnesota Statutes section 260E.22), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code section. 1232g (FERPA).

V. STATEMENTS WHEN LITIGATION IS PENDING

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)
Minn. Stat. § 260E.22 (Interviews)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)
Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308(1975)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies

Adopted: *5/27/03*

Revised: *6/29/26, 2/28/22, 4/28/03*

211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT

I. PURPOSE

The purpose of this policy is to provide guidance about the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

II. GENERAL STATEMENT OF POLICY

A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.

B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.

C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

III. CIVIL ACTIONS

A. Pursuant to Minnesota Statutes section 466.07, subd. 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.

B. Pursuant to Minnesota Statutes Section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 and to the Family Educational Rights and Privacy Act, 20 United States Code § 1232g, and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, to the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

D. Service of Subpoenas

School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

IV. CRIMINAL CHARGES OR CONDUCT

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.

2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.

3. Pursuant to Minnesota Statutes section 123B.02, Subd. 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made in the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.

2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minnesota Statutes section 260E.22), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code section. 1232g (FERPA).

V. STATEMENTS WHEN LITIGATION IS PENDING

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)
Minn. Stat. § 260E.22 (Interviews)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)
Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308(1975)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies

404 EMPLOYMENT BACKGROUND CHECKS

[NOTE: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district shall require that applicants for school district positions who are ~~receive an~~ offer~~ed of~~ employment in the school and all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.

B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.

C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

III. PROCEDURES

A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may hire or otherwise allow an individual to provide a service to a school pending completion of a background check under Minnesota Statutes, section 123B.03, subdivision 1 or obtaining notice of a Professional Educator Licensing and Standards Board action under subdivision 1a but shall notify the individual that the individual's employment or other service may be terminated based on the result of the background check or Professional Educator Licensing and Standards Board action. The school district is not liable for failing to hire or for terminating an individual's employment or other service based on the result of a background check or Professional Educator Licensing

and Standards Board action. ~~The school district may conditionally hire an applicant or allow an individual to provide services pending completion of the background check but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check.~~

Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in Minnesota Statutes, section 13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.

B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.

[NOTE: If the school district elects to receive payment, it may, at its discretion, accept payment in the form of a negotiable instrument other than a money order or check and then pay the superintendent of the BCA directly to conduct the background check.]

C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board or the ~~Minnesota~~ Commissioner of the Minnesota Department of Education within the twelve (12) months preceding an offer of employment or permission to provide services.

D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:

1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;

2. the other school hiring authority conducted a criminal background check within the previous twelve (12) months;

3. the individual executes a written consent form giving the school district access to the results of the check; and

4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.

E. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the

school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.

F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.

G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.

H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.

I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.

J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.

K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication. A form notice for this purpose is included with this policy.

IV. CRIMINAL HISTORY CONSENT FORM

A form to obtain consent for a criminal history background check is included with this policy.

Legal References: Minn. Stat. § 13.04, Subd. 4 (Rights of Subjects of Data)
Minn. Stat. § 13.87, Subd. 1 (Criminal Justice Data)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References: None

Adopted: *4/10/10, 10/27/08, 12/5/95*

Revised: *6/29/26, 5/9/22, 10/22/12, 4/12/10, 10/27/08*

404 EMPLOYMENT BACKGROUND CHECKS

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district shall require that applicants for school district positions who are offered employment in the school and all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.

B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.

C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

III. PROCEDURES

A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may hire or otherwise allow an individual to provide a service to a school pending completion of a background check under Minnesota Statutes, section 123B.03, subdivision 1 or obtaining notice of a Professional Educator Licensing and Standards Board action under subdivision 1a but shall notify the individual that the individual's employment or other service may be terminated based on the result of the background

check or Professional Educator Licensing and Standards Board action. The school district is not liable for failing to hire or for terminating an individual's employment or other service based on the result of a background check or Professional Educator Licensing and Standards Board action.

Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in Minnesota Statutes, section 13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.

B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.

C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board or the Commissioner of the Minnesota Department of Education within the twelve (12) months preceding an offer of employment or permission to provide services.

D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:

1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;

2. the other school hiring authority conducted a criminal background check within the previous twelve (12) months;

3. the individual executes a written consent form giving the school district access to the results of the check; and

4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.

E. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services

to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.

F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.

G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.

H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.

I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.

J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.

K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication. A form notice for this purpose is included with this policy.

IV. CRIMINAL HISTORY CONSENT FORM

A form to obtain consent for a criminal history background check is included with this policy.

Legal References: Minn. Stat. § 13.04, Subd. 4 (Rights of Subjects of Data)
Minn. Stat. § 13.87, Subd. 1 (Criminal Justice Data)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References: None

405 VETERAN'S PREFERENCE

[NOTE: The provisions of this policy substantially reflect legal requirements.]

I. PURPOSE

The purpose of this policy is to comply with the Minnesota Veterans Preference Act (VPA) which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process.

II. GENERAL STATEMENT OF POLICY

A. The school district's policy is to comply with the VPA regarding veteran's preference rights and mandated preference points to veterans and spouses of deceased veterans or disabled veterans.

B. The school district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice, upon stated charges, and in writing. This paragraph does not apply to the position of teacher.

C. Veteran's preference points will be applied pursuant to applicable law as follows:

1. A credit of ten (10) points shall be added to the competitive open examination rating of a non-disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.

2. A credit of fifteen (15) points shall be added to the competitive open examination rating of a disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.

3. A credit of five (5) points shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, provided that (a) the veteran obtained a passing rating on the examination without the addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment.

4. A preference may be used by the surviving spouse of a deceased veteran and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.

D. Eligibility for and application of veteran's preference, the definition of a veteran, and the definition of a disabled veteran for purposes of this policy will be pursuant to the VPA.

E. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran's preference.

F. The school district's policy is to use a 100-point hiring system to enable allocation of veteran's preference points. The school district may or may not use a 100-point hiring

system for filling teaching positions. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.

G. If the school district ~~rejects~~ does not select a member of the finalist pool who has claimed veteran's preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the school district's personnel officer.

[NOTE: A school district may require a veteran to complete an initial hiring probationary period as defined in Minnesota Statutes, section 43A.16.]

H. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.

1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.

2. A veteran must irrevocably elect to be governed either by the VPA or by arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.

I. The VPA and the provisions of this policy do not apply to the position of private secretary, superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in Paragraph F., above.

Legal References: Minn. Stat. § 43A.11 (Veteran's Preference)
Minn. Stat. § 197.455 (Veteran's Preference Applied)
Minn. Stat. § 197.46 (Veterans Preference Act)
Hall v. City of Champlin, 463 N.W.2d 502 (Minn. 1990)
Young v. City of Duluth, 410 N.W.2d 27 (Minn. Ct. App. 1987)

Cross References: MSBA/MASA Model Policy 401 (Equal Employment Opportunity)

Adopted: *12/5/95*

Revised: *6/29/26, 1996, 2/8/10, 10/25/10*

405 VETERAN'S PREFERENCE

I. PURPOSE

The purpose of this policy is to comply with the Minnesota Veterans Preference Act (VPA) which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process.

II. GENERAL STATEMENT OF POLICY

A. The school district's policy is to comply with the VPA regarding veteran's preference rights and mandated preference points to veterans and spouses of deceased veterans or disabled veterans.

B. The school district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice, upon stated charges, and in writing. This paragraph does not apply to the position of teacher.

C. Veteran's preference points will be applied pursuant to applicable law as follows:

1. A credit of ten (10) points shall be added to the competitive open examination rating of a non-disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.

2. A credit of fifteen (15) points shall be added to the competitive open examination rating of a disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.

3. A credit of five (5) points shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, provided that (a) the veteran obtained a passing rating on the examination without the addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment.

4. A preference may be used by the surviving spouse of a deceased veteran and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.

D. Eligibility for and application of veteran's preference, the definition of a veteran, and the definition of a disabled veteran for purposes of this policy will be pursuant to the VPA.

E. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran's preference.

F. The school district's policy is to use a 100-point hiring system to enable allocation of veteran's preference points. The school district may or may not use a 100-point hiring system for filling teaching positions. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.

G. If the school district does not select a member of the finalist pool who has claimed veteran's preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the school district's personnel officer.

H. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.

1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.

2. A veteran must irrevocably elect to be governed either by the VPA or by arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.

I. The VPA and the provisions of this policy do not apply to the position of private secretary, superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in Paragraph F., above.

Legal References: Minn. Stat. § 43A.11 (Veteran's Preference)
Minn. Stat. § 197.455 (Veteran's Preference Applied)
Minn. Stat. § 197.46 (Veterans Preference Act)
Hall v. City of Champlin, 463 N.W.2d 502 (Minn. 1990)
Young v. City of Duluth, 410 N.W.2d 27 (Minn. Ct. App. 1987)

Cross References: MSBA/MASA Model Policy 401 (Equal Employment Opportunity)

406 PUBLIC AND PRIVATE PERSONNEL DATA

[NOTE: The provisions of this policy accurately reflect the Minnesota Government Data Practices Act and are not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its employees, volunteers, independent contractors, and applicants ("personnel").

II. GENERAL STATEMENT OF POLICY

A. All data on individuals collected, created, received, maintained, or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.

B. All other data on individuals is private or confidential.

III. DEFINITIONS

A. "Confidential" means the data are not public and are not accessible to the subject.

B. "Finalist" means an individual who is selected to be interviewed by the school board for a position.

C. "Parking space leasing data" means the following government data on an applicant for, or lessee of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.

D. "Personnel data" means government data on individuals maintained because they are or were employees, applicants for employment, volunteers or independent contractors for the school district. Personnel data include data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations.

E. "Private" means the data is not public and is accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject.

F. "Protected health information" means individually identifiable health information as defined in 45 Code of Federal Regulations, section 160.103, that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium by a health care provider, in connection with a transaction covered by 45 Code of Federal Regulations, Parts 160, 162 and 164. "Protected health information" excludes individually identifiable health information in education records

covered by the Family Educational Rights and Privacy Act, employment records held by a school district in its role as employer, and records regarding a person who has been deceased for more than fifty (50) years.

G. "Public" means that the data is available to anyone who requests it.

H. "Public officials" means business managers; human resource directors; athletic directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals under Minnesota Rules, part 3512.0100.

IV. PUBLIC PERSONNEL DATA

A. The following information on current and former employees, volunteers and independent contractors of the school district, is public:

1. name;

2. employee identification number, which may not be the employee's Social Security number;

3. actual gross salary;

4. salary range;

5. terms and conditions of employment relationship;

6. contract fees;

7. actual gross pension;

8. the value and nature of employer-paid fringe benefits;

9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;

10. job title;

11. bargaining unit;

12. job description;

13. education and training background;

14. previous work experience;

15. date of first and last employment;

16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;

17. the final disposition of any disciplinary action, as defined in Minnesota Statutes, section 13.43, subdivision 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;

18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than $10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;

19. work location;

20. work telephone number;

21. badge number;

22. work-related continuing education;

23. honors and awards received; and

24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

B. The following information on current and former applicants for employment by the school district is public:

1. veteran status;

2. relevant test scores;

3. rank on eligible list;

4. job history;

5. education and training; and

6. work availability.

C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the school board to be finalists for public employment.

D. Applicants for appointment to a public body.

1. Data about applicants for appointment to a public body collected by the school district as a result of the applicant's application for employment are private data on individuals except that the following are public:

a. name;

b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;

c. education and training;

d. employment history;

e. volunteer work;

f. awards and honors;

g. prior government service;

h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes, section 15.0597; and

i. veteran status.

2. Once an individual is appointed to a public body, the following additional items of data are public:

a. residential address;

b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;

c. first and last dates of service on the public body;

d. the existence and status of any complaints or charges against an appointee; and

e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.

3. Notwithstanding Paragraph 2~~.~~, any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

E. Regardless of whether there has been a final disposition as defined in Minnesota Statutes, section 13.43, subdivision 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minnesota Statutes, section 13.43, subdivision 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources. Data relating to a complaint or charge against a public official is public only if:

1. the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or

2. potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement

Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

A. All other personnel data not listed in ~~Section p~~Article IV. are private data will not be

otherwise released unless authorized by law.

B. Data pertaining to an employee's dependents are private data on individuals.

C. Data created, collected, or maintained by the school district to administer employee assistance programs are private.

D. Parking space leasing data with regard to data on individuals are private.

E. An individual's checking account number is private when submitted to a government entity.

F. Notwithstanding classification by any other provision of Minnesota Statutes, chapter 13, upon request from an exclusive representative, personnel data must be disseminated to labor organizations to the extent necessary to conduct elections, investigate and process grievances, and implement the provisions of Minnesota Statutes, chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is ordered or authorized by the Commissioner of the BMS. Employee Social Security numbers are not necessary to implement the provisions of chapters 179 and 179A.

The home addresses, nonemployer issued phone numbers and email addresses, dates of birth, and emails or other communications between exclusive representatives and their members, prospective members, and nonmembers are private data on individuals.

Dissemination of personnel data to a labor organization pursuant to Minnesota Statutes, section 13.43, subdivision 6, shall not subject the school district to liability under Minnesota Statutes, section 13.08.

Personnel data described under Minnesota Statutes, section 179A.07, subdivision 8, must be disseminated to an exclusive representative under the terms of that subdivision.

G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.

H. The school district may, if its responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:

1. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;

2. a prepetition screening team conducting an investigation of the employee under Minnesota Statutes, section 253B.07, subdivision 1; or

3. a court, law enforcement agency, or prosecuting authority.

I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of a crime or alleged crime committed by an employee.

J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.

K. When allegations of sexual or other types of harassment are made against an employee, the employee does not have access to data that would identify the complainant or other witnesses if the responsible authority determines that the employee's access to that data would:

1. threaten the personal safety of the complainant or a witness; or

2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

L. The school district must report to the Minnesota Professional Educator Licensing and Standards Board ("PELSB") or the Board of School Administrators ("BOSA"), whichever has jurisdiction over the teacher's or administrator's license, as required by Minnesota Statutes, section 122A.20, subdivision. 2, and shall, upon written request from the licensing board having jurisdiction over the license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minnesota Statutes, section 122A.20, subdivision 2.

M. Private personnel data shall be disclosed to the Minnesota Department of Employment and Economic Development for the purpose of administration of the unemployment insurance program under Minnesota Statutes, chapter 268.

N. When a report of alleged maltreatment of a student in an elementary, middle school, high school or charter school is made to the Commissioner of the Minnesota Department of Education ("MDE") under Minnesota Statutes, chapter 260E, data that are relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the MDE Commissioner ("Commissioner") on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines.

O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if

1. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or

2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minnesota Statutes, chapter 13.

Data that are released under this paragraph must not include data on the student.

P. Data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or improve the school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.

Q. Protected health information, as defined in 45 Code of Federal Regulations, Parts 160 and 164, on employees is private and will not be disclosed except as permitted or required by law.

R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.

S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.

T. When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b), or when the Commissioner ~~of the MDE~~ makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4, or 260E.35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minnesota Statutes, section 13.41, subdivision. 5, and must provide PELSB and the licensing division at MDE with the necessary and relevant information to enable PELSB and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minnesota Statutes, section 123B.03, a school board or other school hiring authority must contact PELSB and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

VI. MULTIPLE CLASSIFICATIONS

If data on individuals are classified as both private and confidential by Minnesota Statutes, chapter 13, or any other state or federal law, the data are private.

VII. CHANGE IN CLASSIFICATIONS

The school district shall change the classification of data in its possession if it is required to do so to comply with either judicial or administrative rules pertaining to the conduct of legal actions

or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VIII. RESPONSIBLE AUTHORITY

The school district has designated Dawn Hultgren, Business Manager, as the authority responsible for personnel data.

The responsible authority, or a school district employee if so designated, shall serve as the school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

An employee authorization form is included as an addendum to this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation)
Minn. Stat. § 13.41 (Licensing Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, subd. 3 (Elected and Appointed Officials)
Minn. Stat. § 15.0597 (Appointment to Multimember Agencies)
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)
Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.143, subd. 2 (Disclose Past Buyouts)
Minn. Stat. Ch. 179 (Minnesota Labor Relations Act)
Minn. Stat. Ch. 179A (Minnesota Public Labor Relations Act)
Minn. Stat. § 253B.07 (Judicial Commitment: Preliminary Procedures)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. Ch. 268 (Unemployment Insurance)
Minn. R. Pt. 1205 (Data Practices)
P.L. 104-191 (HIPAA)
45 C.F.R. Parts 160, 162, and 164 (HIPAA Regulations)

Cross References:
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA Law Bulletin "I" (School Records – Privacy – Access to Data)

Adopted: *10/25/21, 10/8/18*

Revised: *6/29/26, 8/14/23, 10/25/21, 10/8/18*

#406 PUBLIC AND PRIVATE PERSONNEL DATA

I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its employees, volunteers, independent contractors, and applicants ("personnel").

II. GENERAL STATEMENT OF POLICY

A. All data on individuals collected, created, received, maintained, or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.

B. All other data on individuals is private or confidential.

III. DEFINITIONS

A. "Confidential" means the data are not public and are not accessible to the subject.

B. "Finalist" means an individual who is selected to be interviewed by the school board for a position.

C. "Parking space leasing data" means the following government data on an applicant for, or lessee of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.

D. "Personnel data" means government data on individuals maintained because they are or were employees, applicants for employment, volunteers or independent contractors for the school district. Personnel data include data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations.

E. "Private" means the data is not public and is accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject.

F. "Protected health information" means individually identifiable health information as defined in 45 Code of Federal Regulations, section 160.103, that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium by a health care provider, in connection with a transaction covered by 45 Code of Federal Regulations, Parts 160, 162 and 164. "Protected health information" excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, employment records held by a school district in its role as employer, and records regarding a person who has been deceased for more than fifty (50) years.

G. "Public" means that the data is available to anyone who requests it.

H. "Public officials" means business managers; human resource directors; athletic directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals under Minnesota Rules, part 3512.0100.

IV. PUBLIC PERSONNEL DATA

A. The following information on current and former employees, volunteers and independent contractors of the school district, is public:

1. name;

2. employee identification number, which may not be the employee's Social Security number;

3. actual gross salary;

4. salary range;

5. terms and conditions of employment relationship;

6. contract fees;

7. actual gross pension;

8. the value and nature of employer-paid fringe benefits;

9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;

10. job title;

11. bargaining unit;

12. job description;

13. education and training background;

14. previous work experience;

15. date of first and last employment;

16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;

17. the final disposition of any disciplinary action, as defined in Minnesota Statutes, section 13.43, subdivision 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;

18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than $10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;

19. work location;

20. work telephone number;

21. badge number;

22. work-related continuing education;

23. honors and awards received; and

24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

B. The following information on current and former applicants for employment by the school district is public:

1. veteran status;

2. relevant test scores;

3. rank on eligible list;

4. job history;

5. education and training; and

6. work availability.

C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the school board to be finalists for public employment.

D. Applicants for appointment to a public body.

1. Data about applicants for appointment to a public body collected by the school district as a result of the applicant's application for employment are private data on individuals except that the following are public:

a. name;

b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;

c. education and training;

d. employment history;

e. volunteer work;

f. awards and honors;

g. prior government service;

h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes, section 15.0597; and

i. veteran status.

2. Once an individual is appointed to a public body, the following additional items of data are public:

a. residential address;

b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;

c. first and last dates of service on the public body;

d. the existence and status of any complaints or charges against an appointee; and

e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.

3. Notwithstanding Paragraph 2, any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

E. Regardless of whether there has been a final disposition as defined in Minnesota Statutes, section 13.43, subdivision 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minnesota Statutes, section 13.43, subdivision 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources. Data relating to a complaint or charge against a public official is public only if:

1. the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or

2. potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement

Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

A. All other personnel data not listed in Article IV. are private data will not be otherwise released unless authorized by law.

B. Data pertaining to an employee's dependents are private data on individuals.

C. Data created, collected, or maintained by the school district to administer employee assistance programs are private.

D. Parking space leasing data with regard to data on individuals are private.

E. An individual's checking account number is private when submitted to a government entity.

F. Notwithstanding classification by any other provision of Minnesota Statutes, chapter 13, upon request from an exclusive representative, personnel data must be disseminated to labor organizations to the extent necessary to conduct elections, investigate and process grievances, and implement the provisions of Minnesota Statutes, chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is ordered or authorized by the

Commissioner of the BMS. Employee Social Security numbers are not necessary to implement the provisions of chapters 179 and 179A.

The home addresses, nonemployer issued phone numbers and email addresses, dates of birth, and emails or other communications between exclusive representatives and their members, prospective members, and nonmembers are private data on individuals.

Dissemination of personnel data to a labor organization pursuant to Minnesota Statutes, section 13.43, subdivision 6, shall not subject the school district to liability under Minnesota Statutes, section 13.08.

Personnel data described under Minnesota Statutes, section 179A.07, subdivision 8, must be disseminated to an exclusive representative under the terms of that subdivision.

G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.

H. The school district may, if its responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:

1. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;

2. a prepetition screening team conducting an investigation of the employee under Minnesota Statutes, section 253B.07, subdivision 1; or

3. a court, law enforcement agency, or prosecuting authority.

I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of a crime or alleged crime committed by an employee.

J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.

K. When allegations of sexual or other types of harassment are made against an employee, the employee does not have access to data that would identify the complainant or other witnesses if the responsible authority determines that the employee's access to that data would:

1. threaten the personal safety of the complainant or a witness; or

2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

L. The school district must report to the Minnesota Professional Educator Licensing and Standards Board ("PELSB") or the Board of School Administrators ("BOSA"), whichever has jurisdiction over the teacher's or administrator's license, as required by Minnesota Statutes, section 122A.20, subdivision. 2, and shall, upon written request from the licensing board having jurisdiction over the license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minnesota Statutes, section 122A.20, subdivision 2.

M. Private personnel data shall be disclosed to the Minnesota Department of Employment and Economic Development for the purpose of administration of the unemployment insurance program under Minnesota Statutes, chapter 268.

N. When a report of alleged maltreatment of a student in an elementary, middle school, high school or charter school is made to the Commissioner of the Minnesota Department of Education ("MDE") under Minnesota Statutes, chapter 260E, data that are relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the MDE Commissioner ("Commissioner") on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines.

O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if

1. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or

2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minnesota Statutes, chapter 13.

Data that are released under this paragraph must not include data on the student.

P. Data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs,

make the school district more efficient, or improve the school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.

Q. Protected health information, as defined in 45 Code of Federal Regulations, Parts 160 and 164, on employees is private and will not be disclosed except as permitted or required by law.

R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.

S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.

T. When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b), or when the Commissioner makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4, or 260E.35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minnesota Statutes, section 13.41, subdivision. 5, and must provide PELSB and the licensing division at MDE with the necessary and relevant information to enable PELSB and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minnesota Statutes, section 123B.03, a school board or other school hiring authority must contact PELSB and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

VI. MULTIPLE CLASSIFICATIONS

If data on individuals are classified as both private and confidential by Minnesota Statutes, chapter 13, or any other state or federal law, the data are private.

VII. CHANGE IN CLASSIFICATIONS

The school district shall change the classification of data in its possession if it is required to do so to comply with either judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VIII. RESPONSIBLE AUTHORITY

The school district has designated Dawn Hultgren, Business Manager, as the authority responsible for personnel data.

The responsible authority, or a school district employee if so designated, shall serve as the school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

An employee authorization form is included as an addendum to this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation)
Minn. Stat. § 13.41 (Licensing Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, subd. 3 (Elected and Appointed Officials)
Minn. Stat. § 15.0597 (Appointment to Multimember Agencies)
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)
Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.143, subd. 2 (Disclose Past Buyouts)
Minn. Stat. Ch. 179 (Minnesota Labor Relations Act)
Minn. Stat. Ch. 179A (Minnesota Public Labor Relations Act)
Minn. Stat. § 253B.07 (Judicial Commitment: Preliminary Procedures)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. Ch. 268 (Unemployment Insurance)
Minn. R. Pt. 1205 (Data Practices)
P.L. 104-191 (HIPAA)
45 C.F.R. Parts 160, 162, and 164 (HIPAA Regulations)

Cross References:
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA Law Bulletin "I" (School Records – Privacy – Access to Data)

SAMPLE Consent to Release Data – Request from an Individual ***SAMPLE***

An individual asks the government entity to release his/her private data to an outside entity or person. Because the entity does not have statutory authority to release the data, it must get the individual's written informed consent.

Explanation of Your Rights

If you have a question about anything on this form, or would like more explanation, please talk to the Superintendent at (218)-879-6721 before you sign it.

I, _____, give my permission for Cloquet Public Schools to release data about me to
(*name of individual data subject*)

_____ as described on this form.
(*name of other entity or person*)

1. The specific data I want Cloquet Public Schools to release is _____.
(*explanation of data*)

2. I understand that I have asked Cloquet Public Schools to release the data.

3. I understand that although the data are classified as private at Cloquet Public Schools, the

classification/treatment of the data at _____ depends on laws or
(*name of other entity or person*)

policies that apply to _____.
(*name of other entity or person*)

This authorization to release expires _____.
(*data/time of expiration)*

Individual data subject's signature _____ Date: _____

Parent/guardian's signature (*if needed*) _____ Date: _____

Adopted: *11/13/18, 12/8/03, 12/5/95*

Revised: *6/29/26, 8/11/25, 9/9/24, 8/14/23, 11/13/18, 11/10/03*

#418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location.

C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.

D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

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

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.

E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the Commissioner of the Minnesota Department of Health ("Commissioner").

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H. "Sell" means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.

I. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the Commissioner.

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

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes,

section 624.701, subdivision 1a and is pursuant to the procedure established under Paragraph V.G below.~~(experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).~~

C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program or a Tribal medical cannabis program as a pupil solely because the patient or person is enrolled in the registry program or Tribal medical cannabis program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

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

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

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances, intoxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:

1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and

2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.

B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.

C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this

article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VI. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provided by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

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

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

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

Legal References:
Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22, Subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)

Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

Resources:
To support the requirements for school districts and charter schools outlined in Minnesota Statute 2024, section 120B.215, subdivision 2, and in accordance with subdivision 1, MDE, in collaboration with MDH, the Minnesota Department of Human Services (DHS), and education experts, has created a

List of Model Cannabis Education Programs for School District and

Charter School Consideration.

Schools may choose to implement one of the listed programs or they may implement their own program(s) identified through a local curriculum adoption process by the 2026-27 school year. While it is not required for a school district or charter school to use one of the programs in the list, the list and rubric provided may be useful to school districts and charter schools in their own decision-making process.

Please visit MDE's Health Education webpage for more information.

Adopted: *11/13/18, 12/8/03, 12/5/95*

Revised: *6/29/26, 8/11/25, 9/9/24, 8/14/23, 11/13/18, 11/10/03*

#418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location.

C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.

D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

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

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.

E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the Commissioner of the Minnesota Department of Health ("Commissioner").

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H. "Sell" means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.

I. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the Commissioner.

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

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes,

section 624.701, subdivision 1a and is pursuant to the procedure established under Paragraph V.G below.

C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program or a Tribal medical cannabis program as a pupil solely because the patient or person is enrolled in the registry program or Tribal medical cannabis program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

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

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

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances, intoxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:

1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and

2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.

B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.

C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VI. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provided by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

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

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

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

Legal References:
Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22, Subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)

Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

Resources:
To support the requirements for school districts and charter schools outlined in Minnesota Statute 2024, section 120B.215, subdivision 2, and in accordance with subdivision 1, MDE, in collaboration with MDH, the Minnesota Department of Human Services (DHS), and education experts, has created a

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

Schools may choose to implement one of the listed programs or they may implement their own program(s) identified through a local curriculum adoption process by the 2026-27 school year. While it is not required for a school district or charter school to use one of the programs in the list, the list and rubric provided may be useful to school districts and charter schools in their own decision-making process.

Please visit MDE's Health Education webpage for more information.

Adopted: *12/8/03, 12/5/95*

Revised: *6/29/26, 10/14/24, 11/10/03*

420 STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS

I. PURPOSE

Public concern that students and staff of the school district be able to attend the schools of the district without becoming infected with serious communicable or infectious diseases, including, but not limited to, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), Hepatitis B, and Tuberculosis, requires that the school board adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors, including those who are so infected. The purpose of this policy is to adopt such measures.

II. GENERAL STATEMENT OF POLICY

A. Students

The policy of the school board is that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees

The policy of the school board is that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally, and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

C. Circumstances and Conditions

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to

students or employees of the school district will be made on a case by case basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties), and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.

2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions, or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

D. Students with Special Circumstances and Conditions

The ~~school (title)~~head licensed school nurse , along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic reevaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular, and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who

have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.

2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the Minnesota Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with Minnesota Statutes section 121A.23 that includes:

1. planning materials, guidelines, and other technically accurate and updated information;

2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;

3. cooperation and coordination among school districts and Service Cooperatives;

4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;

5. involvement of parents and other community members;

6. in-service training for district staff and school board members;

7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;

8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and

9. participation by state and local student organizations.

10. The program must be consistent with the health and wellness curriculum.

11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section

from public and private sources, including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law. The procedures shall provide that the Hepatitis B vaccination series be offered to all who have occupational exposure at no cost to the employee.

Legal References:
Minn. Stat. § 121A.23 (Programs to Prevent and Reduce the Risks of Sexually Transmitted Infections and Diseases)
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)
Minn. Stat. § 142 (Testing in School Clinics)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
29 C.F.R. 1910.1030 (Bloodborne Pathogens)
Kohl by Kohl v. Woodhaven Learning Center, 865 F.2d 930 (8th Cir.), *cert. denied*, 493 U.S. 892 (1989)
School Board of Nassau County, Fla. v. Arline, 480 U.S. 273 (1987)
16 EHLR 712, OCR Staff Memo, April 5, 1990

Cross References:
MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Resources:
MN Department of Health, *Persons Required to Report Disease* (accessed 12/23/25)

Adopted: *12/8/03, 12/5/95*

Revised: *6/29/26, 10/14/24, 11/10/03*

420 STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS

I. PURPOSE

Public concern that students and staff of the school district be able to attend the schools of the district without becoming infected with serious communicable or infectious diseases, including, but not limited to, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), Hepatitis B, and Tuberculosis, requires that the school board adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors, including those who are so infected. The purpose of this policy is to adopt such measures.

II. GENERAL STATEMENT OF POLICY

A. Students

The policy of the school board is that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees

The policy of the school board is that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally, and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

C. Circumstances and Conditions

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to

students or employees of the school district will be made on a case by case basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties), and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.

2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions, or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

D. Students with Special Circumstances and Conditions

The head licensed school nurse, along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic reevaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular, and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who

have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.

2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the Minnesota Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with Minnesota Statutes section 121A.23 that includes:

1. planning materials, guidelines, and other technically accurate and updated information;

2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;

3. cooperation and coordination among school districts and Service Cooperatives;

4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;

5. involvement of parents and other community members;

6. in-service training for district staff and school board members;

7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;

8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and

9. participation by state and local student organizations.

10. The program must be consistent with the health and wellness curriculum.

11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section

from public and private sources, including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law. The procedures shall provide that the Hepatitis B vaccination series be offered to all who have occupational exposure at no cost to the employee.

Legal References:
Minn. Stat. § 121A.23 (Programs to Prevent and Reduce the Risks of Sexually Transmitted Infections and Diseases)
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)
Minn. Stat. § 142 (Testing in School Clinics)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
29 C.F.R. 1910.1030 (Bloodborne Pathogens)
Kohl by Kohl v. Woodhaven Learning Center, 865 F.2d 930 (8th Cir.), *cert. denied*, 493 U.S. 892 (1989)
School Board of Nassau County, Fla. v. Arline, 480 U.S. 273 (1987)
16 EHLR 712, OCR Staff Memo, April 5, 1990

Cross References:
MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Resources:
MN Department of Health, *Persons Required to Report Disease* (accessed 12/23/25)

Adopted: _____ *MSBA/MASA Model Policy 427*
Orig. 2015
Revised: _____ *Rev. 2026*

427 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS

[NOTE: School districts are required by Minnesota Rules 3525.2340, subpart 4.B, to have a policy for determining the workload limits of special education staff who provide services to students who receive direct special education services sixty (60) percent or less of the instructional day.]

[NOTE: Minnesota Statutes, section 179A.07, subdivision 1, of the Public Employment Labor Relations Act (PELRA) provides that a public employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction of personnel. MSBA's position is that this policy is not a mandatory subject of bargaining. School districts, therefore, are cautioned to not relinquish their inherent managerial right to determine workload limits for special education ~~teachers~~staff.]

I. PURPOSE

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

II. DEFINITIONS

[NOTE: MSBA arranged these paragraphs in alphabetical order in February 2026.]

A. Direct Services

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

B. Indirect Services

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

C. Special Education Staff; Special Education Teacher

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

D. Workload

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

III. GENERAL STATEMENT OF POLICY

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

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

IV. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED

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

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

Cross References: MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
MSBA/MASA Model Policy 608 (Instructional Services – Special Education)

Adopted: *11/13/18*

Revised: *6/26/26, 5/9/22, 11/13/18*

427 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS

I. PURPOSE

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

II. DEFINITIONS

A. Direct Services

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

B. Indirect Services

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

C. Special Education Staff; Special Education Teacher

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

D. Workload

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

III. GENERAL STATEMENT OF POLICY

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

superintendent.

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

IV. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED

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

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

Cross References: MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
MSBA/MASA Model Policy 608 (Instructional Services – Special Education)

520 STUDENT SURVEYS

[NOTE: School districts are required by statute to have a policy addressing student surveys.]

I. PURPOSE

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

II. GENERAL STATEMENT OF POLICY

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 United States Code, section 1232h.

III. STUDENT SURVEYS IN GENERAL

A. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. No requirement that the student return the survey shall exist, and no record of the student's returning a survey will be maintained.

B. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.

C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality, and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or has the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.

D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minnesota Statutes, chapter 13 (Minnesota Government Data Practices Act), 20 United States Code, section 1232g (Family Educational Rights and Privacy Act) and 34 Code of Federal Regulations, Part 99.

E. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

IV. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM

A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.

B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent, to submit to a survey, analysis, or evaluation that reveals information concerning:

1. political affiliations or beliefs of the student or the student's parent;

2. mental and psychological problems of the student or the student's family;

3. sex behavior or attitudes;

4. illegal, antisocial, self-incriminating, or demeaning behavior;

5. critical appraisals of other individuals with whom respondents have close family relationships;

6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;

7. religious practices, affiliations, or beliefs of the student or the student's parent; or

8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Paragraphs IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.

1. The following policies are to be adopted in consultation with parents:

a. The right of a parent of a student to inspect, upon request of the parent, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including any applicable procedures for granting a parent's request for reasonable access to such survey within a reasonable period of time after the request is received.

"Parent" means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the ~~child~~ student lives, or a person who is legally responsible for the welfare of the ~~child~~student.

b. Arrangements to protect student privacy in the event of the administration or distribution of a survey to a student, including an evaluation, to a student which contains one or more of the items listed

in ~~Section~~Paragraph IV.B., above, including the right of a parent of a student to inspect, upon request of the parent, any such survey.

c. The right of a parent of a student to inspect, upon request of the parent, any instructional material used as part of the educational curriculum for the student and any applicable procedures for granting a request by a parent for ~~such~~reasonable access to instructional material within a reasonable period of time after the request is received.

"Instructional material" means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (~~i.e.,~~such as materials accessible through the Internet). The term does not include academic tests or academic assessments.

d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 United States Code, section 1400, *et seq.*).

e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.

(1) "Personal information" means individually identifiable information including a student or parent's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.

(2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:

(a) college or other ~~post-secondary~~postsecondary education recruitment or military recruitment;

(b) book clubs, magazines, and programs providing access to low-~~-~~cost literary products;

(c) curriculum and instructional materials used by elementary and secondary schools;

(d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students~~,~~ (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests

and assessments;

(e) the sale by students of products or services to raise funds for school-related or education-related activities; and

(f) student recognition programs.

(3) The right of a parent to inspect, on request, any instrument used in the collection of information, as described in ~~Section IV.C.1.,~~ Subparagraph IV.C.1.e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent for reasonable access to such an instrument within a reasonable period of time after the request is received.

2. The policies adopted under ~~Section IV.C.,~~ Subparagraph IV.C.1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents of students enrolled in or served by the school district.

a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.

b. The notice will provide parents with an opportunity to opt out of participation in the following activities:

(1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.

(2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in ~~Section~~Paragraph IV.B., above.

(3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.

"Invasive physical examination" means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

c. The notice will advise students of the specific or approximate dates during the school year when the activities in ~~Section IV.C.2.,~~ Subparagraph IV.C.2.b., above, are scheduled, or expected to be scheduled.

d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply

to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental notification.

V. NOTICE

A. The school district must give parents and students direct notice of this policy at the beginning of each school year and after making substantive changes to this policy.

B. The school district must inform parents at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.

C. The school district must give parents the opportunity to review the survey and to opt their students out of participating in the survey.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.065 (District Surveys to Collect Student Information; Parent Notice and Opportunity for Opting Out)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. § 1232h (Protection of Pupil Rights)
34 C.F.R. § 99 (Family Educational Rights and Privacy Act Regulations)
Gonzaga University v. Doe, 536 U.S. 273 (2002)
C.N. v. Ridgewood Bd. of Educ., 430 F.3d. 159 (3rd Cir. 2005)
Fields v. Palmdale School Dist., 427 F.3d. 1197 (9th Cir. 2005)

Cross References:
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedure and Process)

Resources:
U.S. Department of Education, *Family Educational Rights Privacy Act (FERPA)* (accessed 11/03/25)
U.S. Department of Education, *Protection of Pupil Rights Amendment (PPRA)* (accessed 11/03/25)

Adopted: *4/22/19*

Revised: *6/29/26, 5/9/22, 4/22/19*

520 STUDENT SURVEYS

I. PURPOSE

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

II. GENERAL STATEMENT OF POLICY

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 United States Code, section 1232h.

III. STUDENT SURVEYS IN GENERAL

A. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. No requirement that the student return the survey shall exist, and no record of the student's returning a survey will be maintained.

B. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.

C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality, and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or has the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.

D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minnesota Statutes, chapter 13 (Minnesota Government Data Practices Act), 20 United States Code, section 1232g (Family Educational Rights and Privacy Act) and 34 Code of Federal Regulations, Part 99.

E. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

IV. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM

A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.

B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent, to submit to a survey, analysis, or evaluation that reveals information concerning:

1. political affiliations or beliefs of the student or the student's parent;

2. mental and psychological problems of the student or the student's family;

3. sex behavior or attitudes;

4. illegal, antisocial, self-incriminating, or demeaning behavior;

5. critical appraisals of other individuals with whom respondents have close family relationships;

6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;

7. religious practices, affiliations, or beliefs of the student or the student's parent; or

8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Paragraphs IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.

1. The following policies are to be adopted in consultation with parents:

a. The right of a parent of a student to inspect, upon request of the parent, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including any applicable procedures for granting a parent's request for reasonable access to such survey within a reasonable period of time after the request is received.

"Parent" means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the student lives, or a person who is legally responsible for the welfare of the student.

b. Arrangements to protect student privacy in the event of the administration or distribution of a survey to a student, including an evaluation, to a student which contains one or more of the items listed in Paragraph IV.B., above, including the right of a parent of a student to inspect, upon request of the parent, any such survey.

c. The right of a parent of a student to inspect, upon request of the parent, any instructional material used as part of the educational curriculum for the student and any applicable procedures for granting a request by a parent for reasonable access to instructional material within a reasonable period of time after the request is received.

"Instructional material" means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments.

d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 United States Code, section 1400, *et seq.*).

e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.

(1) "Personal information" means individually identifiable information including a student or parent's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.

(2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:

(a) college or other postsecondary education recruitment or military recruitment;

(b) book clubs, magazines, and programs providing access to low-cost literary products;

(c) curriculum and instructional materials used by elementary and secondary schools;

(d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;

(e) the sale by students of products or services to raise funds for school-related or education-related activities; and

(f) student recognition programs.

(3) The right of a parent to inspect, on request, any instrument used in the collection of information, as described in Subparagraph IV.C.1.e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent for reasonable access to such an instrument within a reasonable period of time after the request is received.

2. The policies adopted under Subparagraph IV.C.1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents of students enrolled in or served by the school district.

a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.

b. The notice will provide parents with an opportunity to opt out of participation in the following activities:

(1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.

(2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Paragraph IV.B., above.

(3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school

and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.

"Invasive physical examination" means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

c. The notice will advise students of the specific or approximate dates during the school year when the activities in Subparagraph IV.C.2.b., above, are scheduled, or expected to be scheduled.

d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental notification.

V. NOTICE

A. The school district must give parents and students direct notice of this policy at the beginning of each school year and after making substantive changes to this policy.

B. The school district must inform parents at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.

C. The school district must give parents the opportunity to review the survey and to opt their students out of participating in the survey.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.065 (District Surveys to Collect Student Information; Parent Notice and Opportunity for Opting Out)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. § 1232h (Protection of Pupil Rights)
34 C.F.R. § 99 (Family Educational Rights and Privacy Act Regulations)
Gonzaga University v. Doe, 536 U.S. 273 (2002)
C.N. v. Ridgewood Bd. of Educ., 430 F.3d. 159 (3rd Cir. 2005)
Fields v. Palmdale School Dist., 427 F.3d. 1197 (9th Cir. 2005)

Cross References: MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedure and Process) 243

Resources: U.S. Department of Education, *Family Educational Rights Privacy Act (FERPA)* (accessed 11/03/25)
U.S. Department of Education, *Protection of Pupil Rights Amendment (PPRA)* (accessed 11/03/25)

Adopted: _____ *MSBA/MASA Model Policy 618*
Orig. 1998
Revised: _____ *Rev. 2026*

618 ASSESSMENT OF STUDENT ACHIEVEMENT

I. PURPOSE

The purpose of this policy is to institute a process for the establishment and revision of assessments to measure achievement toward meeting the Minnesota Academic Standards, track academic progress over time, and provide Minnesota graduates information related to career and college readiness.

II. GENERAL STATEMENT OF POLICY

The school district has established a procedure by which students shall complete Graduation Requirements. This procedure includes the adoption of performance assessment methods to be used in measuring student performance. The school district strives to continually enhance student achievement of Graduation Requirements.

III. DEFINITIONS

A. Academic standard" means a summary description of student learning in a required content area or elective content area.

B. "Benchmark" means the specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.

C. "Career and college ready," for purposes of statewide accountability, means a high school graduate has the knowledge, skills, and competencies to successfully pursue a career pathway, including postsecondary credit leading to a degree, diploma, certificate, or industry-recognized credential and employment. Students who are career and college ready are able to successfully complete credit-bearing coursework at a two- or four-year college or university or other credit-bearing postsecondary program without need for remediation.

D. "Cultural competence," "cultural competency," or "culturally competent," for purposes of statewide accountability, means the ability of families and educators ~~and will~~ to interact effectively with people of different cultures, native languages, and socioeconomic backgrounds.

E. "Elective standards" means a locally adopted expectation for student learning in career and technical education and world languages.

F. "Experiential learning" means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, ~~or~~ other cooperative work experience, youth apprenticeship, or employment.

G. "Required standard" means ~~(1)~~ a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, health, and the arts. Locally developed academic standards in health apply until statewide rules implementing statewide health standards are required to be implemented in the classroom., ~~and (2) a locally adopted expectation for student learning in health.~~

IV. ESTABLISHMENT OF CRITERIA FOR ASSESSMENT

A. The **[school board/superintendent/director of instruction]** shall establish criteria by which student performance of local academic standards and elective standards are to be evaluated and approved. The criteria will be submitted to the school board for approval. Upon approval by the school board, the criteria shall be deemed part of this policy.

B. The superintendent shall ensure that students and parents or guardians are provided with notice of the process by which academic standards will be assessed.

C. Staff members will be expected to utilize staff development opportunities to the extent necessary to ensure effective implementation and continued improvement of the implementation of assessments under the Minnesota Academic Standards.

V. STANDARDS FOR MINNESOTA ACADEMIC STANDARDS PERFORMANCE ASSESSMENTS

A. Benchmarks

The school district will offer and students must achieve all benchmarks for an academic standard to satisfactorily complete that state standard. ~~These benchmarks will be used by the school district and its staff in developing tests to measure student academic knowledge and skills.~~

[NOTE: School districts are required to formally establish a periodic review cycle for academic standards and related benchmarks in ~~health,~~ world languages~~,~~ and career and technical education.]

B. Statewide Academic Standards Testing

1. The school district will utilize statewide assessments developed from and aligned with the state's required academic standards as these tests become available to evaluate student progress toward career and college readiness in the context of the state's academic standards.

2. The school district will administer annually, in accordance with the process determined by the Minnesota Department of Education (MDE), the state-constructed tests aligned with state standards to all students in grades 3 through 8 and at the high school level as follows:

   a. computer-adaptive reading and mathematics assessments in grades 3 through 8;

   b. state-developed high school reading and mathematics tests aligned with state academic standards;

   c. ~~high school reading in grade 10, mathematics in grade 11, and~~ a high school writing test aligned with state standards~~,~~ when it becomes available; and

   d. science assessments. Annual science assessments are required in one (1) grade in the grades 3 through 5 span, the grades 6 through 8 span, and a life science assessment in the grades 9 through 12 span (a passing score on high school science assessments is not a condition of receiving

a diploma).

3. The school district will develop and administer locally constructed tests in social studies, health and physical education, and the arts to determine if a student has met the required academic standards in these areas.

4. The school district may use a student's performance on a statewide assessment as one of ~~the~~ multiple criteria to determine grade promotion or retention. The school district ~~also~~ may use a high school student's performance on a statewide assessment as a percentage of the student's final grade in a course, or place a student's assessment score on the student's transcript.

5. ~~For students in grade 8 in the 2012-2013 school year and later,~~ The school district must record on the high school transcript a student's progress toward career and college readiness. For other students, this record of progress must be made as soon as practicable. In addition, the school district may include a notation of high achievement on the high school diplomas of those graduating seniors who, according to established school board criteria, demonstrate exemplary academic achievement during high school.

6. Students who do not meet or exceed the Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments administered during high school, ~~must~~ shall be informed that admission to a public school is free and available to any resident under twenty-one (21) years of age or who meets the requirements of Minnesota Statutes, section 120A.20, subdivision 1, paragraph (c). The school district will determine how this notice is given.

C. Student Participation

1. The MDE Commissioner must create and publish a form for parents and guardians that:

   a. explains the need for state academic standards;

   b. identifies the state assessments that are aligned with state standards;

   c. identifies the consequences, if any, the school or student may face if a student does not participate in state or locally required standardized assessments;

   d. states that students who receive a college ready benchmark on the high school Minnesota Comprehensive Assessment are not required to take a remedial, noncredit course at a Minnesota state college or university in the corresponding subject area;

   e. summarizes the provisions in Minnesota Statutes section 120B.306, subdivision 1; and

   f. notifies a parent of the right to not have the parent's child participate in the state and locally required assessments, and asks a parent that chooses to not have a child participate in the assessments the basis for the decision.

2. The school district must post the form created by the Commissioner on the school district website and include it in the school district's student handbook.

3. The school district may provide a student's parent access to the student's individual student performance data and achievement report that is made available under Minnesota Statutes, section 120B.305, paragraph (b), clause (1), when the performance data and report is available to the school district.

VI. RIGOROUS COURSE OF STUDY WAIVER

A. Upon receiving a student's application signed by the student's parent or guardian, the school district must declare that a student meets or exceeds a specific academic standard required for graduation if the school board determines that the student:

1. is participating in a course of study, including an advanced placement or international baccalaureate course or program; a learning opportunity outside the curriculum of the school district; or an approved preparatory program for employment or postsecondary education that is equally or more rigorous than the corresponding state or local academic standard required by the school district;

2. would be precluded from participating in the rigorous course of study, learning opportunity, or preparatory employment or postsecondary education program if the student were required to achieve the academic standard to be waived; and

3. satisfactorily completes the requirements for the rigorous course of study, learning opportunity, or preparatory employment or postsecondary education program.

B. The school board also may formally determine other circumstances in which to declare that a student meets or exceeds a specific academic standard ~~that the site~~ requireds ~~for~~ graduation ~~under this section~~.

C. A student who satisfactorily completes a postsecondary enrollment options course or program or an advanced placement or international baccalaureate course or program is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.

VII. CAREER EXPLORATION ASSESSMENT

A. Student assessments, in alignment with state academic standards, shall include clearly defined career and college readiness benchmarks and satisfy Minnesota's postsecondary admissions requirements. Achievement and career and college readiness in mathematics, reading, and writing must also be assessed.

When administering formative or summative assessments used to measure the academic progress, including the oral academic development, of English learners and inform their instruction, schools must ensure that the assessments are accessible to the students and students have the modifications and supports they need to sufficiently understand the assessments.

B. On an annual basis, the school district must use the career exploration elements ~~in these assessments,~~ to help students, beginning no later than grade 9, and their families explore and plan for postsecondary education or careers based on the students' interests, aptitudes, and aspirations. The school district must use timely regional labor market information and partnerships, among other resources, to help students and their families successfully develop, pursue, review, and revise an individualized plan for

postsecondary education or a career. This process must help increase students' engagement in and connection to school, improve students' knowledge and skills, and deepen students' understanding of career pathways as a sequence of academic and career courses that lead to an industry-recognized credential, an associate's degree, or a bachelor's degree and are available to all students, whatever their interests and career goals.

C. Though not a high school graduation requirement, all students, except those eligible for alternative assessments, ~~will be~~are encouraged to participate in a nationally ~~normed~~ recognized college entrance exam ~~in grade 11 or 12~~.

D. A student ~~under this paragraph~~ who demonstrates attainment of required state academic standards, which include career and college readiness benchmarks, on ~~these~~ high school assessments, is academically ready for a career or college and is encouraged to participate in courses awarding college credit to high school students. Such courses and programs may include sequential courses of study within broad career areas and technical skill assessments that extend beyond course grades.

To the extent state funding for college entrance exam fees is available, the school district ~~will~~ must pay the cost, one time, for an interested student in grade 11 or 12~~,~~ who is eligible for a free or reduced-priced meal, to take a nationally recognized college entrance exam before graduating. The school district may require a student who is not eligible for a free or reduced-priced meal to pay the cost of taking a nationally recognized college entrance exam. The school district ~~will~~ must waive the cost for a student who is unable to pay.

E. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.

F. In developing, supporting, and improving students' academic readiness for a career or college, the school district must have a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without need for postsecondary remediation.

Legal References:
Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.30 (General Requirements; Statewide Assessments)
Minn. Stat. § 120B.302 (General Requirements; Test Design)
Minn. Stat. § 120B.305 (Assessment Reporting Requirements)
Minn. Stat. § 120B.306 (District Assessment Requirements)
Minn. Stat. § 120B.307 (College and Career Readiness)
Minn. Stat. § 120B.31 (System Accountability and Statistical Adjustments)
Minn. Rules Parts 3501.0660 (Academic Standards for Kindergarten through Grade 12 [Language Arts])
Minn. Rules Parts 3501.07~~00 3501.0745~~ (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Arts Standards for Kindergarten

through Grade 12)
Minn. Rules Parts ~~3501.0900-~~3501.0960 (Academic Science Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.135000 ~~3501.1345~~ (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)

Adopted: *3/30/20, 4/13/98*

Revised: *6/29/26, 8/14/23, 3/30/20*

618 ASSESSMENT OF STUDENT ACHIEVEMENT

I. PURPOSE

The purpose of this policy is to institute a process for the establishment and revision of assessments to measure achievement toward meeting the Minnesota Academic Standards, track academic progress over time, and provide Minnesota graduates information related to career and college readiness.

II. GENERAL STATEMENT OF POLICY

The school district has established a procedure by which students shall complete Graduation Requirements. This procedure includes the adoption of performance assessment methods to be used in measuring student performance. The school district strives to continually enhance student achievement of Graduation Requirements.

III. DEFINITIONS

A. Academic standard" means a summary description of student learning in a required content area or elective content area.

B. "Benchmark" means the specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.

C. "Career and college ready," for purposes of statewide accountability, means a high school graduate has the knowledge, skills, and competencies to successfully pursue a career pathway, including postsecondary credit leading to a degree, diploma, certificate, or industry-recognized credential and employment. Students who are career and college ready are able to successfully complete credit-bearing coursework at a two- or four-year college or university or other credit-bearing postsecondary program without need for remediation.

D. "Cultural competence," "cultural competency," or "culturally competent," for purposes of statewide accountability, means the ability of families and educators to interact effectively with people of different cultures, native languages, and socioeconomic backgrounds.

E. "Elective standards" means a locally adopted expectation for student learning in career and technical education and world languages.

F. "Experiential learning" means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.

G. "Required standard" means a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education,

health, and the arts. Locally developed academic standards in health apply until statewide rules implementing statewide health standards are required to be implemented in the classroom.

IV. ESTABLISHMENT OF CRITERIA FOR ASSESSMENT

A. The school board/superintendent shall establish criteria by which student performance of local academic standards and elective standards are to be evaluated and approved. The criteria will be submitted to the school board for approval. Upon approval by the school board, the criteria shall be deemed part of this policy.

B. The superintendent shall ensure that students and parents or guardians are provided with notice of the process by which academic standards will be assessed.

C. Staff members will be expected to utilize staff development opportunities to the extent necessary to ensure effective implementation and continued improvement of the implementation of assessments under the Minnesota Academic Standards.

V. STANDARDS FOR MINNESOTA ACADEMIC STANDARDS PERFORMANCE ASSESSMENTS

A. Benchmarks

The school district will offer and students must achieve all benchmarks for an academic standard to satisfactorily complete that state standard.

B. Statewide Academic Standards Testing

1. The school district will utilize statewide assessments developed from and aligned with the state's required academic standards as these tests become available to evaluate student progress toward career and college readiness in the context of the state's academic standards.

2. The school district will administer annually, in accordance with the process determined by the Minnesota Department of Education (MDE), the state-constructed tests aligned with state standards to all students in grades 3 through 8 and at the high school level as follows:

   a. computer-adaptive reading and mathematics assessments in grades 3 through 8;

   b. state-developed high school reading and mathematics tests aligned with state academic standards;

   c. a high school writing test aligned with state standards when it becomes available; and

d. science assessments. Annual science assessments are required in one (1) grade in the grades 3 through 5 span, the grades 6 through 8 span, and a life science assessment in the grades 9 through 12 span (a passing score on high school science assessments is not a condition of receiving a diploma).

3. The school district will develop and administer locally constructed tests in social studies, health and physical education, and the arts to determine if a student has met the required academic standards in these areas.

4. The school district may use a student's performance on a statewide assessment as one of multiple criteria to determine grade promotion or retention. The school district may use a high school student's performance on a statewide assessment as a percentage of the student's final grade in a course, or place a student's assessment score on the student's transcript.

5. The school district must record on the high school transcript a student's progress toward career and college readiness. For other students, this record of progress must be made as soon as practicable. In addition, the school district may include a notation of high achievement on the high school diplomas of those graduating seniors who, according to established school board criteria, demonstrate exemplary academic achievement during high school.

6. Students who do not meet or exceed the Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments administered during high school, shall be informed that admission to a public school is free and available to any resident under twenty-one (21) years of age or who meets the requirements of Minnesota Statutes, section 120A.20, subdivision 1, paragraph (c). The school district will determine how this notice is given.

C. Student Participation

1. The MDE Commissioner must create and publish a form for parents and guardians that:

a. explains the need for state academic standards;

b. identifies the state assessments that are aligned with state standards;

c. identifies the consequences, if any, the school or student may face if a student does not participate in state or locally required standardized assessments;

d. states that students who receive a college ready benchmark on the high school Minnesota Comprehensive Assessment are not required to take a remedial, noncredit course at a Minnesota state college or university in the corresponding subject area;

e. summarizes the provisions in Minnesota Statutes section 120B.306, subdivision 1; and 253

f. notifies a parent of the right to not have the parent's child participate in the state and locally required assessments, and asks a parent that chooses to not have a child participate in the assessments the basis for the decision.

2. The school district must post the form created by the Commissioner on the school district website and include it in the school district's student handbook.

3. The school district may provide a student's parent access to the student's individual student performance data and achievement report that is made available under Minnesota Statutes, section 120B.305, paragraph (b), clause (1), when the performance data and report is available to the school district.

VI. RIGOROUS COURSE OF STUDY WAIVER

A. Upon receiving a student's application signed by the student's parent or guardian, the school district must declare that a student meets or exceeds a specific academic standard required for graduation if the school board determines that the student:

1. is participating in a course of study, including an advanced placement or international baccalaureate course or program; a learning opportunity outside the curriculum of the school district; or an approved preparatory program for employment or postsecondary education that is equally or more rigorous than the corresponding state or local academic standard required by the school district;

2. would be precluded from participating in the rigorous course of study, learning opportunity, or preparatory employment or postsecondary education program if the student were required to achieve the academic standard to be waived; and

3. satisfactorily completes the requirements for the rigorous course of study, learning opportunity, or preparatory employment or postsecondary education program.

B. The school board also may formally determine other circumstances in which to declare that a student meets or exceeds a specific academic standard required for graduation.

C. A student who satisfactorily completes a postsecondary enrollment options course or program or an advanced placement or international baccalaureate course or program is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.

VII. CAREER EXPLORATION ASSESSMENT

A. Student assessments, in alignment with state academic standards, shall include clearly defined career and college readiness benchmarks and satisfy Minnesota's postsecondary admissions requirements. Achievement and career and college readiness in mathematics, reading, and writing must also be assessed.

When administering formative or summative assessments used to measure the academic progress, including the oral academic development, of English learners and inform their

instruction, schools must ensure that the assessments are accessible to the students and students have the modifications and supports they need to sufficiently understand the assessments.

B. On an annual basis, the school district must use the career exploration elements to help students, beginning no later than grade 9, and their families explore and plan for postsecondary education or careers based on the students' interests, aptitudes, and aspirations. The school district must use timely regional labor market information and partnerships, among other resources, to help students and their families successfully develop, pursue, review, and revise an individualized plan for postsecondary education or a career. This process must help increase students' engagement in and connection to school, improve students' knowledge and skills, and deepen students' understanding of career pathways as a sequence of academic and career courses that lead to an industry-recognized credential, an associate's degree, or a bachelor's degree and are available to all students, whatever their interests and career goals.

C. Though not a high school graduation requirement, all students, except those eligible for alternative assessments, are encouraged to participate in a nationally recognized college entrance exam.

D. A student who demonstrates attainment of required state academic standards, which include career and college readiness benchmarks, on high school assessments, is academically ready for a career or college and is encouraged to participate in courses awarding college credit to high school students. Such courses and programs may include sequential courses of study within broad career areas and technical skill assessments that extend beyond course grades.

To the extent state funding for college entrance exam fees is available, the school district must pay the cost, one time, for an interested student in grade 11 or 12 who is eligible for a free or reduced-priced meal, to take a nationally recognized college entrance exam before graduating. The school district may require a student who is not eligible for a free or reduced-priced meal to pay the cost of taking a nationally recognized college entrance exam. The school district must waive the cost for a student who is unable to pay.

E. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.

F. In developing, supporting, and improving students' academic readiness for a career or college, the school district must have a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without need for postsecondary remediation.

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)

Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.30 (General Requirements; Statewide Assessments)
Minn. Stat. § 120B.302 (General Requirements; Test Design)
Minn. Stat. § 120B.305 (Assessment Reporting Requirements)
Minn. Stat. § 120B.306 (District Assessment Requirements)
Minn. Stat. § 120B.307 (College and Career Readiness)
Minn. Stat. § 120B.31 (System Accountability and Statistical Adjustments)
Minn. Rules Parts 3501.0660 (Academic Standards for Kindergarten through Grade 12 [Language Arts])
Minn. Rules Parts 3501.07 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Arts Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.0960 (Academic Science Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.1350 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)

Adopted: _____

Revised:_____

MSBA/MASA Model Policy 619
Orig. 1998
Rev. 2026

619 STAFF DEVELOPMENT FOR STANDARDS

I. PURPOSE

The purpose of this policy is to establish opportunities for staff development which advance the staff's ability to work effectively with the Assessment Graduation Requirements and with students as they progress to achievement of those Assessment Graduation Requirements and meet the requirements of federal law.

II. GENERAL STATEMENT OF POLICY

The school district is committed to developing staff policies and processes for continuous improvement of curriculum, instruction, and assessment to ensure effective implementation of the Assessment Graduation Requirements and federal law at all levels.

III. ~~STANDARDS FOR~~ STAFF DEVELOPMENT

A. The Advisory Committee for Comprehensive Continuous Improvement of Student Achievement (Committee) shall address the needs of all staff in prioritizing staff development which will ensure effective implementation of the Assessment Graduation Requirements and federal law at all levels. The Committee will advise the school board on the planning of staff development opportunities.

B. The school district shall place a high priority on staff development including activities, programs, and other efforts to implement the Assessment Graduation Requirements effectively and to upgrade that implementation continuously.

C. Staff development plans for the school district shall address identified needs for Assessment Graduation Requirements implementation throughout all levels of the school district programs.

D. In service, staff meeting, and district and building level staff development plans and programs shall focus on improving implementation of the Assessment Graduation Requirements at all levels for all students, including those with special needs.

IV. TRAINING AND PROFESSIONAL DEVELOPMENT

A. Paraprofessionals

The school district will provide each paraprofessional who assists a licensed teacher in providing student instruction with initial training. Such training will include training in emergency procedures, confidentiality, vulnerability, reporting obligations, discipline, policies, roles, and responsibilities, and building orientation. Training will be provided within the first sixty (60) days a paraprofessional begins supervising or working with students.

Additionally, with regard to paraprofessionals providing support to special education students, the school district will ensure that annual training opportunities are required to enable the paraprofessional to further develop the knowledge and skills that are specific to the students with whom the paraprofessional works, including understanding disabilities, the unique and individual needs of each student

according to the student's disability and how the disability affects the student's education and behavior, following lesson plans, and implementing follow-up instructional procedures and activities.

B. Teachers and Administrators

The school district will provide high quality and ongoing professional development activities as required by state and federal laws.

Legal References:
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.303 (Assessment Graduation Requirements)
Minn. Stat. § 120B.363 (Credential for Education Paraprofessionals)
Minn. Stat. § 122A.16 (Qualified Teacher Defined)
Minn. Stat. § 122A.60 (Staff Development Program)
Minn. Rules Parts 3501.0660 (Academic Standards for Kindergarten through Grade 12 [Language Arts])
Minn. Rules Parts 3501.07~~00-3501.0745~~ (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Arts Standards for Kindergarten through Grade 12)
Minn. Rules Parts ~~3501.0900-~~3501.0960 (Academic Science Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.13~~00-3501.1345~~ (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:
MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 616 (School District System Accountability)

Adopted: *11/25/19*

Revised: *6/29/26, 9/9/24, 11/25/19*

619 STAFF DEVELOPMENT FOR STANDARDS

I. PURPOSE

The purpose of this policy is to establish opportunities for staff development which advance the staff's ability to work effectively with the Assessment Graduation Requirements and with students as they progress to achievement of those Assessment Graduation Requirements and meet the requirements of federal law.

II. GENERAL STATEMENT OF POLICY

The school district is committed to developing staff policies and processes for continuous improvement of curriculum, instruction, and assessment to ensure effective implementation of the Assessment Graduation Requirements and federal law at all levels.

III. STAFF DEVELOPMENT

A. The Advisory Committee for Comprehensive Continuous Improvement of Student Achievement (Committee) shall address the needs of all staff in prioritizing staff development which will ensure effective implementation of the Assessment Graduation Requirements and federal law at all levels. The Committee will advise the school board on the planning of staff development opportunities.

B. The school district shall place a high priority on staff development including activities, programs, and other efforts to implement the Assessment Graduation Requirements effectively and to upgrade that implementation continuously.

C. Staff development plans for the school district shall address identified needs for Assessment Graduation Requirements implementation throughout all levels of the school district programs.

D. In service, staff meeting, and district and building level staff development plans and programs shall focus on improving implementation of the Assessment Graduation Requirements at all levels for all students, including those with special needs.

IV. TRAINING AND PROFESSIONAL DEVELOPMENT

A. Paraprofessionals

The school district will provide each paraprofessional who assists a licensed teacher in providing student instruction with initial training. Such training will include training in emergency procedures, confidentiality, vulnerability, reporting obligations, discipline, policies, roles, and responsibilities, and building orientation. Training will be provided within the first sixty (60) days a paraprofessional begins supervising or working with students.

Additionally, with regard to paraprofessionals providing support to special education students, the school district will ensure that annual training opportunities are required to enable the paraprofessional to further develop the knowledge and skills that are specific to the students with whom the paraprofessional works, including understanding disabilities, the unique and individual needs of each student according to the student's disability and how the disability affects the student's education and behavior, following lesson plans, and implementing follow-up instructional procedures and activities.

B. Teachers and Administrators

The school district will provide high quality and ongoing professional development activities as required by state and federal laws.

Legal References:

Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)

Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)

Minn. Stat. § 120B.303 (Assessment Graduation Requirements)
Minn. Stat. § 120B.363 (Credential for Education Paraprofessionals)

Minn. Stat. § 122A.16 (Qualified Teacher Defined)

Minn. Stat. § 122A.60 (Staff Development Program)

Minn. Rules Parts 3501.0660 (Academic Standards for Kindergarten through Grade 12 [Language Arts])

Minn. Rules Parts 3501.07 (Academic Standards for Mathematics)

Minn. Rules Parts 3501.0820 (Academic Arts Standards for Kindergarten through Grade 12)

Minn. Rules Parts 3501.0960 (Academic Science Standards for Kindergarten through Grade 12)

Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)

Minn. Rules Parts 3501.13 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

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

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)

MSBA/MASA Model Policy 616 (School District System Accountability)

Adopted: *3/30/20, 2/26/18, 4/13/98*

Revised: *6/29/26, 9/9/24, 11/13/23, 8/14/23, 3/30/20, 2/26/18, 7/27/98*

Reviewed: *8/4/25*

620 CREDIT FOR LEARNING

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. "Accredited school" means a school that is accredited by an accrediting agency, recognized according to Minnesota Statutes, section 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (Commissioner).

B. "Concurrent enrollment" means nonsectarian courses in which an eligible pupil under Minnesota Statutes, section 124D.95, subdivision 5 or 5b enrolls to earn both secondary and postsecondary credits, are taught by a secondary teacher or a postsecondary faculty member, and are offered at a high school for which the district is eligible to receive concurrent enrollment program aid under Minnesota Statutes, section 124D.091.

C. "Course" means a course or program.

D. "Eligible institution" means a Minnesota public postsecondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by an accreditor recognized by the United States Department of Education, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.

E. "Nonpublic school" is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.

F. "Weighted grade" is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

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

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

2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank if a student has earned at least ten (10) credits from the school district.

B. Transfer of Academic Requirements from Other Schools

1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.

   a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.

   b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll and/or class rank if a student has earned at least ten (10) credits from the school district.

   c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.

   d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.

2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.

   a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition,

students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.

b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).

c. In the event the content of a course taken at an non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.

d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.

e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.

3. A student must provide the school with a copy of the student's grades in each course taken for secondary credit under this policy, including interim or nonfinal grades earned during the academic term.

V. POSTSECONDARY ENROLLMENT CREDIT

A. A student who satisfactorily completes a postsecondary enrollment options course or program under Minnesota Statutes, section 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.

B. Secondary credits granted to a student through a postsecondary enrollment options course or program must be counted toward the graduation requirements and subject area requirements of the district.

1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.

2. Seven quarter or four semester postsecondary credits shall equal at least one full year of high school credit. Fewer postsecondary credits may be prorated.

3. When a determination is made that the content of the postsecondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.

4. In the event the content of the postsecondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.

5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.

6. When secondary credit is granted for postsecondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a postsecondary institution.

C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.

D. By the earlier of (1) three weeks prior to the date by which a student must register for district courses for the following school year, or (2) March 1 of each year, the school district must provide up-to-date information on the district's website and in materials that are distributed to parents and students about the program, including information about enrollment requirements and the ability to earn postsecondary credit to all pupils in grades 8, 9, 10, and 11. To assist the school district in planning, a pupil must inform the district by October 30 or May 30 of each year of the pupil's intent to enroll in postsecondary courses during the following academic term. A pupil is bound by notifying or not notifying the district by October 30 or May 30.

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

VI. CREDIT FOR EMPLOYMENT WITH HEALTH CARE PROVIDERS

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

worked during the summer. A student who is employed by an eligible employer must submit an application, in the form or manner required by the school district, for elective credit to the school district in order to receive elective credit. The school district must verify the hours worked with the employer before awarding elective credit.

VII. ADVANCED ACADEMIC CREDIT

A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.

B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.

C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.

D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.

E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

VIII. WEIGHTED GRADES

A. The school district offers weighted grades for courses that are identified as more rigorous or academically challenging as follows:

1. A grade awarded in an Honors course will be multiplied by a factor of 1.3.

2. A grade awarded in a College in the Schools course will be multiplied by a factor of 1.3.

3. A grade awarded in a course taken through a Postsecondary Enrollment Options program will be multiplied by a factor of 1.3.

4. A grade awarded in a course in a duel enrollment course will be multiplied by a factor of 1.3.

B. The school district will update its website prior to the beginning of each school year with a listing of the courses for which a student may earn a weighted grade.

IX. PROCESS FOR AWARDING CREDIT

A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.

B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.

C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.

D. If a student disputes the number of credits granted by the school district for a particular postsecondary enrollment course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.

E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

Legal References:
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.14 (Advanced Academic Credit)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.445 (Nonpublic Education Council)
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 124D.094 (Online Instruction Act)
Minn. Rules Parts 3501.0660 (Academic Standards for Kindergarten through Grade 12 [Language Arts])
Minn. Rules Parts 3501.07~~00-3501.0745~~ (Academic Standards for Kindergarten through Grade 12 [Mathematics])
Minn. Rules Parts 3501.0820 (Academic Arts Standards for Kindergarten

through Grade 12~~the Arts~~)
Minn. Rules Parts ~~3501.0900 -~~3501.0960 (Academic Science Standards for Kindergarten through Grade 12 ~~in Scienc~~e)

Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Cross References:
MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 624 (Online Instruction)

Adopted: *3/30/20, 2/26/18, 4/13/98*

Revised: *6/29/26, 9/9/24, 11/13/23, 8/14/23, 3/30/20, 2/26/18, 7/27/98*

Reviewed: *8/4/25*

620 CREDIT FOR LEARNING

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. "Accredited school" means a school that is accredited by an accrediting agency, recognized according to Minnesota Statutes, section 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (Commissioner).

B. "Concurrent enrollment" means nonsectarian courses in which an eligible pupil under Minnesota Statutes, section 124D.95, subdivision 5 or 5b enrolls to earn both secondary and postsecondary credits, are taught by a secondary teacher or a postsecondary faculty member, and are offered at a high school for which the district is eligible to receive concurrent enrollment program aid under Minnesota Statutes, section 124D.091.

C. "Course" means a course or program.

D. "Eligible institution" means a Minnesota public postsecondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by an accreditor recognized by the United States Department of Education, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.

E. "Nonpublic school" is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.

F. "Weighted grade" is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

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

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

2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank if a student has earned at least ten (10) credits from the school district.

B. Transfer of Academic Requirements from Other Schools

1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.

   a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.

   b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll and/or class rank if a student has earned at least ten (10) credits from the school district.

   c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.

   d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.

2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.

   a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition,

students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.

b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).

c. In the event the content of a course taken at an non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.

d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.

e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.

3. A student must provide the school with a copy of the student's grades in each course taken for secondary credit under this policy, including interim or nonfinal grades earned during the academic term.

V. POSTSECONDARY ENROLLMENT CREDIT

A. A student who satisfactorily completes a postsecondary enrollment options course or program under Minnesota Statutes, section 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.

B. Secondary credits granted to a student through a postsecondary enrollment options course or program must be counted toward the graduation requirements and subject area requirements of the district.

1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.

2. Seven quarter or four semester postsecondary credits shall equal at least one full year of high school credit. Fewer postsecondary credits may be prorated.

3. When a determination is made that the content of the postsecondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.

4. In the event the content of the postsecondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.

5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.

6. When secondary credit is granted for postsecondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a postsecondary institution.

C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.

D. By the earlier of (1) three weeks prior to the date by which a student must register for district courses for the following school year, or (2) March 1 of each year, the school district must provide up-to-date information on the district's website and in materials that are distributed to parents and students about the program, including information about enrollment requirements and the ability to earn postsecondary credit to all pupils in grades 8, 9, 10, and 11. To assist the school district in planning, a pupil must inform the district by October 30 or May 30 of each year of the pupil's intent to enroll in postsecondary courses during the following academic term. A pupil is bound by notifying or not notifying the district by October 30 or May 30.

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

VI. CREDIT FOR EMPLOYMENT WITH HEALTH CARE PROVIDERS

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

worked during the summer. A student who is employed by an eligible employer must submit an application, in the form or manner required by the school district, for elective credit to the school district in order to receive elective credit. The school district must verify the hours worked with the employer before awarding elective credit.

VII. ADVANCED ACADEMIC CREDIT

A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.

B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.

C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.

D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.

E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

VIII. WEIGHTED GRADES

A. The school district offers weighted grades for courses that are identified as more rigorous or academically challenging as follows:

1. A grade awarded in an Honors course will be multiplied by a factor of 1.3.

2. A grade awarded in a College in the Schools course will be multiplied by a factor of 1.3.

3. A grade awarded in a course taken through a Postsecondary Enrollment Options program will be multiplied by a factor of 1.3.

4. A grade awarded in a course in a duel enrollment course will be multiplied by a factor of 1.3.

B. The school district will update its website prior to the beginning of each school year with a listing of the courses for which a student may earn a weighted grade.

IX. PROCESS FOR AWARDING CREDIT

A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.

B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.

C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.

D. If a student disputes the number of credits granted by the school district for a particular postsecondary enrollment course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.

E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

Legal References:
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.14 (Advanced Academic Credit)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.445 (Nonpublic Education Council)
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 124D.094 (Online Instruction Act)
Minn. Rules Parts 3501.0660 (Academic Standards for Kindergarten through Grade 12 [Language Arts])
Minn. Rules Parts 3501.07 (Academic Standards for Kindergarten through Grade 12 [Mathematics])

Minn. Rules Parts 3501.0820 (Academic Arts Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.0960 (Academic Science Standards for Kindergarten through Grade 12e)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Cross References:
MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 624 (Online Instruction)