



SAINT PETER SCHOOL BOARD
Regular Board Meeting
Monday, September 18, 2023
SPCC-Governor's Room, 600 S. 5th St., Saint Peter,
MN 56082
6:30 PM

I. Call Meeting to Order	
II. Pledge of Allegiance	
III. Consideration and Adoption of the Agenda	
IV. Consider Requests to Speak on the Agenda	
V. Approval of Consent Agenda Items	3
VI. Student Spotlight	
1. Student Council Report	
VII. Action Items	
1. Consider Approval of Student Representatives to the School Board for 2023-2024	44
2. Consider Certification of Preliminary 2023 Levy	45
3. Consider Approval of a Master Agreement with the Food Service Unit for 2023-2025	53
4. Consider Second Reading of Revisions to the Policy Manual	77
VIII. Information Items	
1. First Reading of Revisions to the Policy Manual	83
IX. Reports	
1. Building Principals	
2. Superintendent of Schools	
3. Board Members	
a. Around the Table	
X. Upcoming Meetings of the School Board Policy Committee	
Wednesday, September 27, 2023	
4:00 PM	
DO	
Study Session	
Monday, October 2, 2023	
6:30 PM	
SPMS-Media Center	
Business Committee	
Wednesday, October 11, 2023	
4:00 PM	
DO	
Education Committee	
Friday, October 13, 2023	

8:00 AM

DO

Regular Board Meeting

Monday, October 16, 2023

6:30 PM

DO

XI. Adjournment



ADDENDUM

REGULAR BOARD MEETING Monday, September 18, 2023 SPCC-Governor's Room 6:30PM

V. CONSENT AGENDA

1. Approval of the Regular Board Meeting minutes of August 21, 2023.
2. Approval of Bills (\$1,620,639.37) and Wire Transfers (\$4,146,733.87) for August 2023.
3. MoUs, Agreements & Contracts
 - a. The approval of a lease with Leo A. Hoffmann Center to rent gym and classroom space for the 2023-2024 school year.
4. Personnel
 - a. The approval of the hiring of a special education paraprofessional (De'Vonte Bradley) at Saint Peter Middle School for the 2023-2024 school year.
 - b. The approval of the hiring of a special education & traffic support paraprofessional (Mollie Johnson) at South Elementary for the 2023-2024 school year.
 - c. The acceptance of the resignation of a food service employee (Taleah Roesch) effective June 1, 2023.
 - d. The acceptance of the resignation of a Saints Overtime Assistant (Leah Nelson) effective May 31, 2023.
 - e. The acceptance of the resignation of a Saints Overtime Assistant (Katie Allard) effective August 18, 2023.
 - f. The acceptance of the resignation of a Saints Overtime Assistant (Krystaline Neary) effective August 18, 2023.
 - g. The approval of the continued employment for a number of Saints Overtime Assistants for the 2023-2024 school year.

- h. The acceptance of the resignation of a full-time custodian (Nicole Otero) at Saint Peter Middle School effective August 17, 2023.
- i. The approval of the hiring of a cook/dishwasher (Mary Thompson) at South Elementary for the 2023-2024 school year.
- j. The approval of the hiring of a special education & traffic support paraprofessional (Mallory Hartfiel) at South Elementary for the 2023-2024 school year.
- k. The approval of the transition from a level II to a level III office support position for Marlene Barfknecht at South Elementary. This is due to the elimination of an office support position and additional duties for Marlene.
- l. The approval of the hiring of a part-time housekeeper (Darius Howard) beginning August 29, 2023.
- m. The acceptance of the end of employment for two Summer IT Interns (Andrew Sorbo and Wesley Yang) in August.
- n. The acceptance of the resignation of a food service employee (Skyler Price) effective August 22, 2023.
- o. The acceptance of the resignation of a food service employee (Pamela Gersemehl) effective August 22, 2023.
- p. The acceptance of the resignation of a special education paraprofessional (De'Vonte Bradley) effective immediately.
- q. The acceptance of the resignation of a Saints Overtime Assistant (Elanor Guanella) with Saint Peter Community & Family Education.
- r. The approval of an FMLA request for a special education paraprofessional (Roberta Zamma Gallarati) at South Elementary from August 30, 2023 through October 2, 2023.
- s. The approval of the hiring of a special education & traffic support paraprofessional (Aidan Sindelir) at South Elementary beginning September 18, 2023.
- t. The approval of the hiring of a long-term substitute teacher (Miranda Ankrum) at North Elementary from October 30, 2023 until January 19, 2024.

- u. The approval of the hiring of a cook/dishwasher (James Mealman) at Saint Peter Middle School beginning September 18, 2023.
- v. The approval of the hiring of a cook/dishwasher (Sandra Lynch) at Saint Peter High School beginning September 15, 2023.
- w. The approval of the hiring of a mid-shift custodian (Adam Marsh) at South Elementary beginning October 2, 2023.
- x. The approval of a maternity leave request for a 6th grade science teacher (Megan Gebur). This leave will begin on or near December 1, 2023 and run through February 12, 2024.
- y. The approval of Fall Coaches and Advisors for the 2023-2024 school year.

THE MINUTES OF THE MEETING HAVE NOT BEEN APPROVED

Minutes of Regular Board Meeting

The School Board

Saint Peter Public Schools

Members Present: Tim Lokensgard, Ben Leonard, Kate Martens, Charlie Potts, Tracy Stuewe & Bill Kautt.

Members Absent: Drew Dixon

Principals: Annette Engeldinger, Jon Graff, Darin Doherty, Doreen Oelke, Ytive Prafke & Jana Sykora

Administrative Team members: Megan Gracia

Others present: Superintendent Bill Gronseth, Administrative Assistant Sarah Janovsky and members of the public

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A Regular Board Meeting of the School Board of Saint Peter Public Schools was held Monday, August 21, 2023, beginning at 6:30 PM in the SPCC-Governor's Room.

I. Call Meeting to Order-6:30 PM, Potts

II. Pledge of Allegiance

III. Consideration and Adoption of the Agenda-(Leonard/Lokensgard, unanimous)

IV. Consider Requests to Speak on the Agenda

V. Approval of Consent Agenda Items-(Lokensgard/Martens, unanimous)

1. Approval of the Study Session Meeting minutes of July 17, 2023.
2. Approval of the Regular Board Meeting minutes of July 17, 2023.
3. Approval of the Special Board Meeting minutes of July 26, 2023.
4. Approval of Bills (\$2,817,642.69) and Wire Transfers (\$6,269,825.89) for July 2023.
5. Gifts & Donations
 - a. The acceptance of a donation from The Govenaires Performing Arts Association to provide instruction and a \$750 donation to help defray some of the participant fees.
6. Personnel
 - a. The approval of the hiring of a Saints Overtime Assistant (Ella Bobrowski) with Saint Peter Community and Family Education.
 - b. The approval of the hiring of a Lead Cook (Michelle Leonard) at South Elementary for the 2023-24 school year.

- c. The approval of the hiring of a paraprofessional (Shannon Burg) at North Elementary School for the 2023-2024 school year.
- d. The approval of a transfer of a special education paraprofessional (Miklos Rozsa) to a media paraprofessional at North Elementary. This is a replacement position.
- e. The approval of the hiring of a paraprofessional (Angie Anderson) at North Elementary School for the 2023-2024 school year.
- f. The approval of the hiring of a paraprofessional (Jazmyn Tooker) at North Elementary School for the 2023-2024 school year.
- g. The approval of a maternity leave for a teacher (Breanna Landsteiner) at North Elementary. This absence will be filled by a long-term sub (Kenna West) from October 30, 2023- January 22, 2024.
- h. The approval of the hiring of a Family and Consumer Science Teacher (Courtney Shoemaker) at Saint Peter High School. This is a new position due to increased student interest and registration numbers.
- i. The approval of a yearlong leave for an agricultural teacher (Gena Lilienthal) at Saint Peter High School for the 2023-2024 school year.
- j. The approval of the hiring of a yearlong agricultural teacher (Jasmine Witty) at Saint Peter High School for the 2023-2024 school year. This hiring is due to a yearlong leave request.
- k. The approval of the hiring of a paraprofessional (Melinda Lexvold) at Saint Peter High School for the 2023-2024 school year. This is a replacement position.
- l. The approval of the hiring of a sub cook/dishwasher (Eric Hoen) at Saint Peter High School for the 2023-2024 school year.
- m. The acceptance of the resignation of a paraprofessional (Isaac Soria) at Rock Bend ALC and Oshawa Learning Academy.
- n. The approval of the hiring of a cook/dishwasher (Jill Ristau) at Saint Peter High School for the 2023-2024 school year.
- o. The approval of the hiring of a cook/dishwasher (Linda Lorentz) at South Elementary for the 2023-2024 school year.
- p. The approval of additional hours for an office support employee (Tasha Timmerman) with Alternative Schools & Programs.
- q. The acceptance of the resignation of a seasonal custodian (Abdilrahman Omar) with Saint Peter schools effective August 4, 2023.
- r. The approval of the hiring of a ECFE/School Readiness teacher (Brittany Fyler) at Saint Peter Early Childhood for the 2023-2024 school year.
- s. The approval of the hiring of an evening custodian (Aedan Johnson) at Saint Peter Middle School beginning August 16, 2023.
- t. The acceptance of the resignation of a School Readiness Teacher (Meredith Young) at Saint Peter Early Childhood as of August 1, 2023.
- u. The acceptance of the resignation of an ECSE Paraprofessional (Molly Zimmerman) at Saint Peter Early Childhood as of August 1, 2023.

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- v. The acceptance of the resignation of a health assistant (Robin Jacobson) at Saint Peter High School.
- w. The acceptance of the resignation of a custodian/maintenance/mechanical employee (Allan Humphrey) at Saint Peter schools effective August 18, 2023.
- x. The acceptance of the resignation of a paraprofessional (Cheryl Snell) at North Elementary effective August 9, 2023.
- y. The approval of a change in building assignment for night custodian (Steve Petterson) from South Elementary to Saint Peter High School effective August 28, 2023.
- z. The approval of the hiring of a sub cook/dishwasher (Michele Blaschko) at North Elementary for the 2023-2024 school year.
- aa. The approval of the hiring of a cook/dishwasher (Jessica Vogt) at Saint Peter Middle School beginning August 28, 2023.
- bb. The approval of the hiring of a special education paraprofessional (Qamar Nur) at North Elementary beginning August 21, 2023. This is a replacement position.
- cc. The approval of the hiring of a special education paraprofessional (Jonathan Smith) at Rock Bend ALC beginning August 14, 2023. This is a replacement position.
- dd. The approval of the hiring of a 1.0 secondary English teacher (Caitlin Galagan) at Oshawa Learning Academy for the 2023-2024 school year.
- ee. The approval of the hiring of a special education paraprofessional (Krystalin Neary) at Saint Peter Middle School for the 2023-2024 School Year.
- ff. The approval of the hiring of an evening custodian (Brad Boyer) at Saint Peter Middle School beginning August 21, 2023.
- gg. The approval of a change of assignment for a teacher (Deb Wenner) from .5 teacher/.5 lead teacher to .5 teacher/.5 case facilitator at Oshawa Learning Academy.
- hh. The approval of the hiring of a paraprofessional (Daniel Dean) at Saint Peter Middle School for the 2023-2024 school year.
- ii. The acceptance of the resignation of a paraprofessional (Stacy Lamoreux) at South Elementary effective August 21, 2023.
- jj. The approval of a contract with a Student Support Liaison (Buraq Ahmed) for 2023-2025.
- kk. The approval of a contract with the Saints Overtime Assistant (Shaina Sieh) for 2023-2025.
- ll. The approval of a contract with a behavior interventionist (Cindy Bruce) for 2023-2025.
- mm. The approval of a Saint Peter High School diploma for Samantha Grewe who has met her requirements for graduation.

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VI. Action Items

1. Consider Updating the Student Activities Bank Signer at HomeTown Bank-(Stuewe/Leonard, unanimous)
2. Consider Approval of Superintendent Evaluation Summary-(Leonard/Stuewe, unanimous)
3. Consider Policies with Legislative Requirements for Approval with One Reading-(Martens/Leonard, unanimous)
4. Consider Adoption of Handbooks for 2023-2024-(Martens/Lokensgard, unanimous)
5. Consider Approval of Changes to the 2023-2024 Mobile Device Handbook-(Lokensgard/Leonard, unanimous)

VII. Information Items

1. Recommended Adult Meal and Second Entrée Prices for 2023-2024-Megan Gracia, Business Manager discussed meal prices for this school year. Adult meal prices will stay the same at \$4.95 and second entrée prices will increase by \$.50 to \$1.00 for breakfast and \$1.50 for lunch.
2. First Reading of Revisions to the Policy Manual-Jana Sykora, Alternative Programs Administrator discussed proposed changes to graduation requirements for ALC students. 9
3. Building & Grounds Update-Mr. Gronseth summarized a report from Sharon Petersen, Operations and Maintenance Supervisor on Summer Projects and what is to come for the upcoming year.
4. Summer Programs Update-SPPS held Extended School Year Pre-K-12 this summer. Targeted Services was held for 150 students grades K-8 for 4hrs a day, 4 days a week for 4 weeks. These students receive bussing, breakfast and lunch. This program is designed to curb summer learning loss and prepare students for the upcoming school year.

VIII. Reports

1. Building Principals

Free Meals for All

One free breakfast and lunch per student this year.

Vending machines will be installed at SPHS for à la carte items

Lunch account balances have been zero'ed out and moved to "fees", this will allow the district to have a clear picture of current charges and balances. Families that are affected by this have been notified.

We are still encouraging families to complete Free and Reduced forms for this school year.

4 year-old, 4-day preschool has openings for the Fall, there is a sliding fee scale and scholarships are available

South Elementary

Numbers are looking great for staffing purposes in Kindergarten and First Grade.

Friends of Learning is providing school supplies district-wide for our students.

Great Kick-off day today at South

North Elementary

Up 20 students this year from the end of last year. Second grade is the largest grade level at North

PLCs are meeting, resetting norms, expectations, culture and framework

PBIS team did a great job with all North staff today

SPMS

Middle School orientations were last week and for incoming 5th graders (JumpStart) and New to District Students

Due to the change is the MS schedule this year, collaborative teams are shifting from departments to grade levels, to best meet the needs of staff and students

ALC

OLA up to 26 students, a teacher has been added, large focus on reading this year Rock Bend is full with 26 students and a waiting list, school starts August 30th and conferences will be next week

Character Strong (SEL Curriculum) training will be starting tomorrow

SPHS

720 students, numbers are strong

SPHS will start at 8:25 on Monday, August 28th

9th grade orientation is this Wednesday August 23, 2023

2. Superintendent of Schools

Happy New Year-Workshop week kicked off this morning with a great all-staff breakfast.

SPHS starts on Monday, everyone else starts on Wednesday.

Reminder that school is starting and to keep your eyes open for students.

3. Board Members

a. Around the Table

Chair Potts-Congratulations to staff as they come back to school

Member Kautt-Way to go Charlie on on a great speech this morning

Member Martens-Thank you for a great kickoff breakfast this morning

IX. Upcoming Meetings of the School Board

Policy Committee

Wednesday, August 30, 2023

4:00 PM

DO

HR Committee

Thursday, August 31, 2023

4:00 PM

SPMS-Conference Room A/B

Joint Meeting with City Council

Wednesday, September 6, 2023

5:30 PM
SPCC-Senior Center

Education Committee
Friday, September 8, 2023
8:00 AM
DO

Business Committee
Wednesday, September 13, 2023
4:00 PM
DO

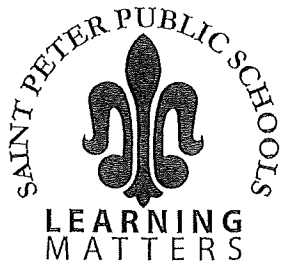
Regular Board Meeting
Monday, September 18, 2023
6:30 PM
SPCC-Governor's Room

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X. **Adjournment**-7:38 PM, (Stuewe/Leonard, unanimous)

Dated: September 18, 2023

Kate Martens, Board Clerk



DISTRICT OFFICE
100 Lincoln Drive, Suite 229
Saint Peter, MN 56082-1351
507-934-5703 (Office)
507-934-2805 (Fax)
www.stpetersschools.org

Date: 9/13/2023
To: Dr. Bill Gronseth - Superintendent
From: Bee Ong - Finance Accountant
Re: **Monthly Board Bills, Payroll &
Student Activity Amounts:**

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August 2023 - Board Bills	\$581,100.92
August 2023 - Payroll	\$1,025,351.39
August 2023 - Student Activity	\$14,187.06
	<hr/>
	<u>\$1,620,639.37</u>

St. Peter Public Schools
Wire Transfer Report

Aug-23

MSDLAF to USBank (Feb/Aug bond pymt)

MSDLAF to FNB Payroll	8/14/2023	550,000.00
MSDLAF to FNB Payroll	8/30/2023	550,000.00
MSDLAF to FNB BO	8/2/2023	225,000.00
MSDLAF to FNB BO	8/15/2023	200,000.00
MSDLAF to FNB BO	8/16/2023	400,000.00
MSDLAF to FNB BO	8/28/2023	375,000.00
MSDLAF to CCF	8/2/2023	175,000.00
MSDLAF to CCF	8/18/2023	200,000.00
MSDLAF to FNB HAS/VEBA	8/10/2023	125,000.00
FNB-BO to BCBS - medicare health	8/22/23	15,676.50
FNB BO to VISA	Aug	14,335.87
Wire of federal payroll taxes	8/7/2023	46.08
Wire of federal payroll taxes	8/15/2023	169,411.56
Wire of federal payroll taxes	8/22/2023	257.36
Wire of federal payroll taxes	8/31/2023	154,757.01
Wire of state payroll taxes	8/1/2023	25,411.32
Wire of state payroll taxes	8/8/2023	5.65
Wire of state payroll taxes	8/16/2023	27,883.04
Wire of state payroll taxes	8/23/2023	42.91
PERA payments	8/4/2023	20,209.56
PERA payments	8/7/2023	42.17
PERA payments	8/21/2023	21,367.90
PERA payments	8/23/2023	198.95
TRA payments	8/4/2023	93,100.99
TRA payments	8/21/2023	99,543.46
TRA payments	6/30/2023	124,293.47
Horace Mann	8/2/2023	2,359.00
Horace Mann	8/15/2023	2,359.00
Ameriprise/NBSGroup Bill	8/2/2023	1,850.00
Ameriprise/NBSGroup Bill	8/15/2023	1,850.00
Colonial Life	8/8/2023	10,109.30
Matrix	Aug	124,920.59
Pioneer - Dental direct debits	8/7/2023	7,075.35
Pioneer - Dental direct debits	8/15/2023	5,102.69
Pioneer - Dental direct debits	8/21/2023	5,405.87
Pioneer - Dental direct debits	8/22/2023	19,931.97
Pioneer - Dental direct debits	8/29/2023	5,661.45
CCF - BCBS debits	8/3/2023	83,654.59
CCF - BCBS debits	8/10/2023	57,818.53
CCF - BCBS debits	8/17/2023	58,111.25
CCF - BCBS debits	8/24/2023	39,918.69
CCF - BCBS debits	8/31/2023	111,921.83
Medsurity-FNB HSA/VEBA	Aug	42,099.96

Total Wires 4,146,733.87

COMMERCIAL LEASE AGREEMENT

THIS LEASE, made this 11th day of September 2023, by and between Leo A. Hoffman Center, sometimes hereinafter called "Landlord", and St. Peter Public School District hereinafter called "Tenant".

1. PREMISES AND TERM

1.1 Landlord hereby leases to Tenant, and Tenant hereby Leases from Landlord, One (1) classroom from September 5th 2023, ("hereinafter called classroom"), including access to the associated restroom area, and the gymnasium ("hereinafter called gymnasium"), located In the Leo A. Hoffmann Building located at 1715 Sheppard Drive, St. Peter, Minnesota, with ingress and egress related thereto (hereafter called the "leased premises"). The classroom can be relocated within the building upon a 30 day notice to tenant.

1.2 To have and to hold the leased premises unto Tenant for a term of 2023-2024 school year commencing on the 5th day of September 2023 and on a month-by-month basis thereafter.

2. PREPARATION OF LEASED PREMISES

Tenant takes and accepts the leased premises in their "as is" condition. Taking of possession of the leased premises by Tenant shall be conclusive evidence that the Leased premises were, on that date, in good, clean and tenantable condition as represented by landlord. Tenant acknowledges that no representations as to the repair of the leased premises or promises to alter, remodel or improve the leased premises have been made by the Landlord.

3. RENT

The rent shall be payable by Tenant in equal monthly installments, on or before the first day of each month in advance, at the office of Landlord or at such other place designated by Landlord without prior demand therefor. The rent to be paid shall be as follows:

Classrooms: \$450/month

Gymnasium: \$450/month

Rent for any partial month at the beginning of the lease term shall be prorated and is payable on the commencement date of the lease term.

4. USE OF PREMISES AND EMPLOYEES

4.1 The leased premises may be used by Tenant as an educational facility of the school district and for no other purpose without the written consent of Landlord. Tenant shall promptly comply with all laws, ordinances and regulations affecting the leased premises or Tenant's use therein, plus insurance company requirements affecting the cleanliness, safety, use and occupation of the leased premises.

4.2 Landlord shall be responsible for cleaning the classroom, restroom area and gymnasium.

5. UTILITIES

Landlord shall pay all utilities used in the leased premises throughout the term of this lease including, but not limited to, heating, air conditioning, electricity, gas, and water and sewer charges.

6. REPAIRS AND IMPROVEMENTS

6.1 Landlord shall keep the leased premises in good repair, and if necessary or required by proper governmental authority, make modifications or replacements thereof, except that Landlord shall not be required to make any such repairs, modifications or replacements which become necessary or desirable by reason of the negligence of Tenant, its agents, invitees, servants, or employees, or by reason of anyone illegally entering or upon the premises.

6.2 Tenant shall keep in good order and in clean, sanitary and safe condition, ordinary wear and tear excepted, the leased premises and all of the equipment contained therein. Tenant shall permit no waste, damage or injury to the leased premises.

7. ALTERATIONS

Tenant shall not make any repairs, alterations or additions to the leased premises or make any contract therefore without first procuring Landlord's written consent. Tenant may remove its alterations, additions, improvements and fixtures, whether fixed or unfixd, at its election, provided that the actual cost of repairing any damage to the leased premises arising from such removal and restoring the same to their original condition shall be paid for by the tenant.

8. INDEMNITY

Tenant agrees to indemnify and hold Landlord harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising from the use of the premises by Tenant, its agents, invitees, servants, or employees, and from any breach or default on the part of the Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this lease, or from any act of negligence of Tenant, its agents, invitees, contractors, servants, employees, sublessees, concessionaires or licensees, in or about the leased premises or the common areas and the sidewalks adjoining the same. Landlord shall not be liable and Tenant waives all claims for damage to person or property sustained by Tenant or Tenant's employees, agents, servants, contractors, sub-tenants, concessionaires, invitees, and customers resulting from the building in which the leased premises are located or by reason of the leased premises or any equipment or appurtenances thereunto appertaining becoming out of repair, or resulting from any accident in or about the leased premises, the building in which the same are situated or resulting directly or indirectly from any act or neglect of any other tenant in the building. All property belonging to Tenant or any occupant of the leased premises shall be there at the risk of the Tenant or of such person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

9. INSURANCE

Landlord shall insure the premises against fire, hazard or other peril. It shall be the responsibility of the Tenant to assure that the tenant is covered by liability insurance. The policies shall insure the Tenant against loss at minimum as follows: \$1,500,000 per wrongful Act or Occurrence and \$3,000,000 Annual Aggregate. The Tenant shall list Landlord as an additional insured under said insurance policies and provide proof to Landlord yearly upon renewal or as requested by Landlord. The Tenant shall be responsible for insuring all personal and business property on site and providing business insurance for his/her operation.

10. FIRE OR OTHER CASUALTY

In the case the real estate shall be partially or totally destroyed by any fires or other casualty covered by insurance so as to become partially or totally untenable, the same shall be repaired at the expense of Landlord, unless Landlord shall elect not to rebuild, as hereinafter provided, and the rent shall abate until the leased premises are repaired and the extent to which the leased premises are untenable.

11. EMINENT DOMAIN

11.1. If the whole of the leased premises shall be taken under the power of eminent domain, then the term of this lease shall cease as of the day possession shall be taken and the rent shall be paid up to that date.

11.2. All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the leased premises, shall be the property of Landlord.

12. ASSIGNMENT AND SUBLETTING

Tenant shall not assign or in any manner transfer this lease or any interest therein without the prior written consent of Landlord. Consent by Landlord to one or more assignments of this lease shall not operate as a waiver of Landlord's rights under this Article.

13. ACCESS TO PREMISES

Landlord shall have the right to enter upon the leased premises during all business hours for the purpose of inspecting the same or of making repairs, additions or alterations thereto or to the buildings in which same are located, or for the purpose of exhibiting the same to prospective tenants, purchasers or others. Landlord shall not be liable to Tenant in any manner for any expense, loss or damage by reason thereof, nor shall the exercise of such right be deemed an eviction or disturbance of Tenant's use or possession.

14. RENT ABATEMENT

No abatement, diminution, or reduction of rent shall be claimed or allowed to Landlord or any person claiming under it

under any circumstances, whether for inconvenience, discomfort, interruption of business or otherwise, arising from the making of alterations, improvements, or repairs to the premises, because of any governmental laws or arising from and during the restoration of the leased premises after the destruction or damage thereof by fire or other cause of that taking or condemnation of a portion only of the leased premises.

15. TENANT DEFAULT OR BREACH, Each of the following events shall constitute a default or breach of this lease by Tenant:

- a. If Tenant shall fail to pay Landlord any rent hereunder when the same becomes due and shall not make such payment within ten (10) days after written notice thereof by Landlord to Tenant. Tenant shall pay Landlord interest at the rate of eighteen (18%) percent per annum on any amount due hereunder from the date of it being due until the date it is paid.
- b. If Tenant shall fail to perform or comply with any of the provisions of this lease and if the nonperformance shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant or, if the performance cannot be reasonably had within the thirty (30) day period, Tenant shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.
- c. If Tenant shall vacate or abandon the leased premises.
- d. If this lease or the estate of Tenant hereunder shall be transferred to, or shall pass to, or devolve on any other party, except in the manner herein permitted.

16. EFFECT OF DEFAULT, In the event of any default hereunder, as set forth in Section 16, the rights of the Landlord shall be as follows:

- a. Landlord shall have the right to cancel and terminate this lease and all of Tenant's interest, by giving ninety (90) days written notice of cancellation. Conditions will be specified in said notice which will allow curing of the default and reinstatement of the lease. Barring said "cure" procedure, the lease ends at the end of ninety (90) days from date of notice with the same effect as if it had been terminated at the end of the lease's full term, and, or
- b. Landlord may make any default payment required to be made to Tenant hereunder or accomplish any other default nonpayment obligation of Tenant. Any such act shall not operate as a waiver of any of Landlord's rights to exercise other alternatives. Landlord may enter the premises for the purpose of accomplishing these events or for determining the need for these events. Such re-entry shall not operate as a termination of the lease, and, or
- c. Landlord may immediately re-enter the leased premises and remove any and all of Tenant's property found thereon. Said property may then be stored in either public or private storage at the expense of Tenant. The property may be held as security for the payment of obligations owed by Tenant to Landlord under the terms of this lease.
- d. After re-entry Landlord may relet the leased premises, or any part thereof, for any term without this act operating as a termination of this lease. Landlord may rent out the leased premises on terms that it shall choose, including, but not limited to, the making of alterations and repairs to the leased premises. No such charge shall operate as a termination of this lease. Any net income, after deduction of reasonable expenses appropriate to the reletting of the leased premises, shall be calculated against all obligations of Tenant hereunder. Tenant shall be liable to Landlord for any deficits. Any excesses shall be the property of Landlord. No act contained in this subparagraph shall be construed as a termination of this lease, nor as a waiver of any of Landlord's rights to exercise other alternatives, Landlord acknowledges an affirmative duty to mitigate damages, and, or
- e. Landlord, or Landlord's agents, may take and hold any of Tenant's property found upon the leased premises, and in Landlord's sole discretion, dispose of such property in a commercially reasonable manner and apply the net proceeds, after the costs of disposal and seizure, toward the reduction of any obligation by Tenant to Landlord under the terms of this lease. Landlord agrees to subordinate this lien to any lien on equipment within the premises.
- f. All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently and wherever and as often as the occasion arises.

17. SURRENDER OF POSSESSION

17.1. At the expiration of the lease term, whether by lapse of time or otherwise, Tenant shall surrender the leased premises in good condition and repair, reasonable wear and tear and loss by fire or unavoidable, insured casualty excepted.

Tenant shall promptly surrender all keys for the leased premises to Landlord at the place then fixed for payment of rent.

17.2. Upon the expiration of the tenancy hereby created, if Landlord so requires in writing, Tenant shall promptly remove any alterations, additions, improvements and fixtures other than trade fixtures placed in the leased premises by Tenant and designated in said request, and repair any damage occasioned by such removals at Tenant's expense, and in default thereof.

18. SUBORDINATION

18.1. Tenant agrees that this lease shall be subordinate to any mortgages or trust deeds that may hereafter be placed upon said leased premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof provided that the mortgagee or trustee thereunder shall agree to recognize Tenant's rights hereunder as long as Tenant is not in default hereunder. Tenant shall, in the event of the sale or assignment of Landlord's interest in the building of which the leased premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the leased premises, attend to the purchaser and recognize such purchaser as Landlord under this lease.

18.2. Tenant shall, upon demand, in the event any proceedings are brought for the foreclosure of, or in the event of an exercise of power of sale under any mortgage, trust deed, or other financing investment, made by the Landlord covering the leased premises, attend in writing to the purchaser upon any such foreclosure of sale and recognize such purchaser as the Landlord under the lease.

17

19. AMENDMENTS AND NOTICES

19.1. This agreement may be amended upon mutual written agreement of Landlord and Tenant. Changes to any terms and conditions of this agreement shall be upon 30 days' notice.

19.2. Whenever under this lease provision is made for notice of any kind, such notice shall be in writing and shall be deemed sufficient to Tenant if actually delivered to Tenant or sent by registered or certified mail, return receipt requested, postage prepaid, to the last Post Office address of the Tenant furnished to Landlord for such purpose, or to the leased premises; and to the Landlord if actually delivered to Landlord or if sent by registered or certified mail, return receipt requested, postage prepaid, to the Landlord at the address furnished for such purpose, or to the place then fixed for the payment of rent. If the holder of record of any mortgage or ground Landlord's interest covering the leased premises shall have given prior written notice to Tenant that it is the holder of said mortgage or Landlord's interest and such notice includes the address at which notices to such mortgagee or ground Landlord are to be sent, then Tenant agrees to give such party or parties notice simultaneously with any notice given to Landlord to correct any default of Landlord as hereinabove provided and agrees that such party or parties shall have the right within thirty (30) days after receipt of said notice to correct or remedy such default before Tenant may take any action under this lease by reason of such default.

20. GENERAL

20.1. Relationship of parties. Nothing contained herein shall be deemed or construed by anyone as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

20.2. Cumulative Remedies and Nonwaiver. The various rights and remedies contained in this lease shall not be considered as exclusive of any other rights or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either to or if any act by other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act.

20.3. Headings. The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles.

20.4. Binding Effect of the Lease. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. Landlord, at any time and from time to time, may make an assignment of its interest in this lease, and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than assignee of this lease) shall be released from any and all liability hereunder.

20.5. Force Majeure. Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, and applicable periods for performance shall be extended accordingly, due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond its reasonable control. The provisions of this Section 5 shall not operate to excuse Tenant from prompt payment of rent, percentage rent, additional rent, or other monetary payments required by the terms of this lease.

20.6. Acceptance of Payment. No payment by Tenant or receipt by Landlord of a lesser amount than the amount then due under this lease shall be deemed to be other than on account of the earliest portion thereof due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance due or pursue any other remedy in this lease provided.

20.7. Unenforceability. Unenforceability of any provision contained in this lease shall not affect or impair the validity of any other provision of this lease.

20.8. Governing Law. The laws of Minnesota shall govern the validity, performance and enforcement of this lease.

18

20.9. Waiver of Subrogation. Anything in this lease to the contrary notwithstanding, to the extent of insurance proceeds recoverable, Landlord and Tenant each hereby waive any and all rights of recover, claim, action or cause of action against the other, its agents (including partners, both general and limited), officer, directors, shareholders or employees, for any loss or damage that may occur to be leased premises, or any improvements thereto, or any property of such party therein, by reason of fire, the elements, or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees, and covenants that no insurer shall hold any right of subrogation against such other party.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this lease as of the day and year first above written.

LANDLORD

LEO A HOFFMANN CENTER

Date

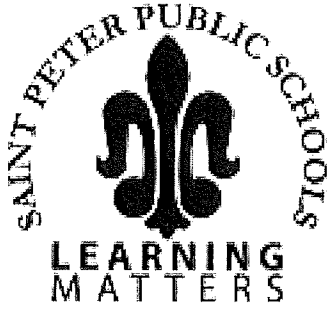
By: _____

TENANT

ST. PETER PUBLIC SCHOOL DISTRICT #508

Date

By: _____



MEMO TO: Bill Gronseth, Superintendent
School Board

FROM: Jon Graff

DATE: August 23, 2023

SUBJECT: Para Hire

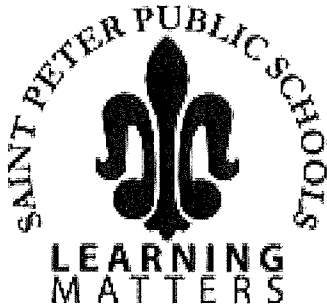
Applications were received and interviews took place for a special education paraprofessional position at Saint Peter Middle School. I am pleased to recommend De'Vonte Bradley for the position.

EMPLOYEE SUMMARY

- **De'Vonte Bradley**
 - Step 1 at a rate of \$15.55/hour.
 - 4.25 hours/student contact day
 - Start Date: 2023-2024 School Year

19

CC: De'Vonte Bradley (bradleydevonte01@gmail.com)
grp_hire_para



MEMO TO: Bill Gronseth, Superintendent
Saint Peter School Board

FROM: Doreen Oelke, Principal

DATE: August 21, 2023

SUBJECT: Recommendation to Hire

I am pleased to recommend Ms. Mollie Johnson for a 6.75 hours per day special education & traffic support paraprofessional position at South Elementary. This is a replacement position.

NEW EMPLOYEE SUMMARY

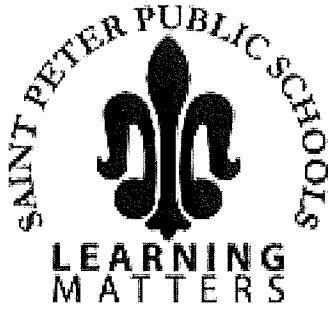
20

- **Mollie Johnson**
 - Start date: August 21, 2023
 - Step 1A, \$15.25 per hour based on the 2022-2023 contract
 - 6.50 hours per day SPED Para
 - .25 hour per day traffic/safety support
 - Time Sheets will be completed

We are excited to have Ms. Johnson join our staff. Please let me know if you have any questions.

CC:

Grp_hire_para
Tara Johnson (Para Mentor)



MEMO TO: Members of the School Board
Bill Gronseth

FROM: Emily Craig

DATE: 8/22/2023

SUBJECT: Food Service resignation

Taleah Roesch will be resigning from the middle school effective 8/22/2023

- Taleah's last day of work was 6/1/2023
- Taleah is resigning due to a different job opportunity.
- This should not affect future employment with St. Peter

21

CC: Taleah Roesch



MEMO TO: Bill Gronseth, Superintendent
School Board Members

FROM: Tami Skinner

DATE: August 22, 2023

SUBJECT: Saints Overtime Assistant
Resignation

Please accept the resignation of Leah Nelson as a Saints Overtime Assistant. Her last day of employment was May 31, 2023.

22

We thank Leah for all her work with the children and wish her the best as she transitions from college to a professional career.

Please contact me if you have any questions regarding this resignation.



MEMO TO: Bill Gronseth, Superintendent
School Board Members

FROM: Tami Skinner

DATE: August 22, 2023

SUBJECT: Saints Overtime Assistant
Resignation

Please accept the resignation of Katie Allard as a Saints Overtime Assistant. Her last day of employment was August 18, 2023.

23

We thank Katie for all her work with the children and wish her the best as she begins her teaching career in the metro area.

Please contact me if you have any questions regarding this resignation.



MEMO TO: Bill Gronseth, Superintendent
School Board Members

FROM: Tami Skinner

DATE: August 22, 2023

SUBJECT: Saints Overtime Assistant
Resignation

Please accept the resignation of Krystalin Neary as a Saints Overtime Assistant. Her last day of employment was August 18, 2023.

24

We thank Krystalin for her work with the children and wish her the best. She will remain on staff as a paraprofessional at the Middle School.

Feel free to contact me if you have any questions regarding this resignation.



TO: Bill Gronseth, Superintendent,
School Board Members

FROM: Tami Skinner, Community & Family
Education Director

SUBJECT: Returning Saints Overtime Staff

DATE: August 22, 2023

The following individuals will resume their roles as Saints Overtime Assistants. Their hours will be submitted on a timesheet.

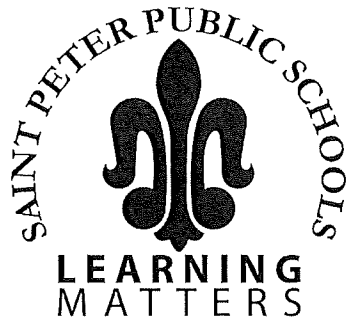
EMPLOYEE SUMMARY - \$15.25 per hour pay rate

- Hana Ahmed
- McKenzie Alders
- Alexia Anderson
- Ella Bobrowski
- Alex Dorrow
- Isabella Delwiche
- Heidi Carstensen
- Jenna Frazier
- Eleanor Guanella
- Allison Held
- Marina Hinz
- Amanda Hukee
- Aubrey Kusters
- Kaelyn LoBalbo
- Amira Mallet
- Kaia Meyer
- Madison Olson
- Skyler Price
- Oscar Ramirez
- Kendra Stanton
- Kayshooly Thao
- Rowan Thom
- Maria Trochez
- Makaila Weingart
- Katie Engeldinger (sub during college breaks)
- Alex Guertin (sub)
- Shea Hildebrandt (sub during college breaks)
- Heidi Johnson (sub)
- Mariah Knutson (sub)
- Bridget Mullaly (sub)
- Reese Portuguese (sub during college breaks)
- Salem Weldegebriel (sub)

25

HIGH SCHOOL STAFF SUMMARY - \$10.25 per hour pay rate

- Grace Timm



August 24, 2023

To: Bill Gronseth

From: Sharon Petersen
Operations and Maintenance Supervisor

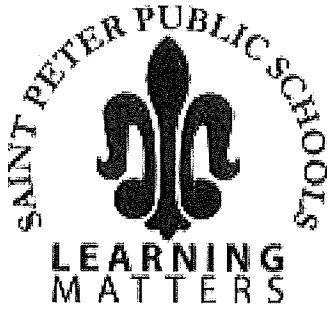
RE: Resignation of Niicole Otero

Nicole has resigned the full time custodial position at the Middle School.
Effective August 17, 2023. Her last day was August 17, 2023.

26

Cc: Jon Graff

Jerry Doyle



MEMO TO: Members of the School Board
Bill Gronseth

FROM: Emily Craig

DATE: August 28, 2023

SUBJECT: Food Service Hire

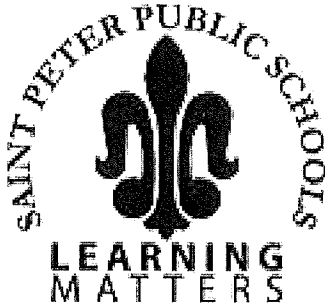
I am pleased to recommend Mary Thompson for the position of Cook/Dishwasher in the Food Service Department at South Elementary.

NEW EMPLOYEE SUMMARY

27

- **Mary Thompson**
 - Cook/Dishwasher South Elementary
 - Lane 2
 - Past rate of 17.79
 - Mary Thompson will be contracted 3 hours daily for 177 days
 - Start Date: 8/28/2023

Cc: Mary Thompson



MEMO TO: Bill Gronseth, Superintendent
Saint Peter School Board

FROM: Doreen Oelke, Principal

DATE: August 29, 2023

SUBJECT: Recommendation to Hire

I am pleased to recommend Ms. Mollory Hartfiel for a 6.75 hours per day special education & traffic support paraprofessional position at South Elementary. This is a replacement position.

NEW EMPLOYEE SUMMARY

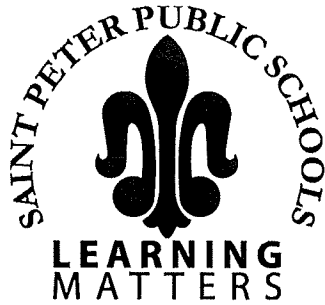
28

- **Mallory Hartfiel**
 - Start date: August 31, 2023
 - Tuesdays and Thursdays
 - Step 1A, \$15.25 per hour based on the 2022-2023 contract
 - 6.50 hours per day SPED Para
 - .25 hour per day traffic/safety support
 - Time Sheets will be completed

We are excited to have Ms. Hartfiel join our staff. Please let me know if you have any questions.

CC:

Grp_hire_para
Tara Johnson (Para Mentor)



TO: Bill Gronseth, Superintendent
Saint Peter School Board

FROM: Doreen Oelke, Principal

DATE: August 31, 2023

RE: Transition Memo

I am happy to recommend the transition of Marlene Barfknecht from a level II to a level III office support position at South Elementary. Due to the elimination of an office support position at South, Marlene's responsibilities increased, which resulted in the shift to a level 3 position.

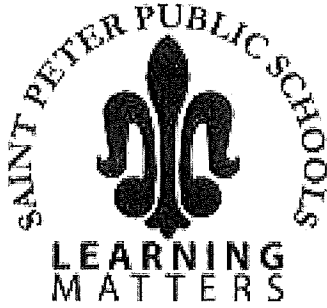
29

EMPLOYEE SUMMARY

- **Marlene Barfknecht**
 - Level 3, Step 5
 - \$17.75 per hour (Based on the 2022-2023 contract)
 - 6.75 hours per day
 - 185 days per year, plus 11 holidays.
 - Pay increase retroactive to August 1, 2023

Please let me know if you have any questions.

cc: Office Support Hire Group
Marlene Barfknecht



MEMO TO: Bill Gronseth, Superintendent
School Board

FROM: Sharon Petersen

DATE: August 31, 2023

SUBJECT: Recommendation for hire

The Operations and Maintenance Department has a part-time housekeeper position available at the High School.

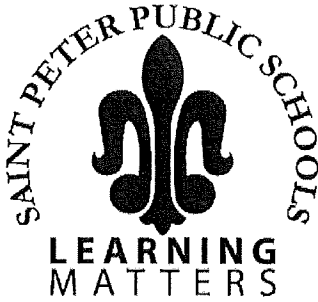
I recommend the hiring of Darius Howard to work in that position.

EMPLOYMENT HIRING SUMMARY

30

- **Darius Howard**
 - Housekeeper - Rate of pay 16.64 per hour
 - Works school days only
 - Start Date: August 29, 2023
 - Probationary period ending May 29, 2024

Cc: Darius Howard
Robert Ploog
Mike Keller



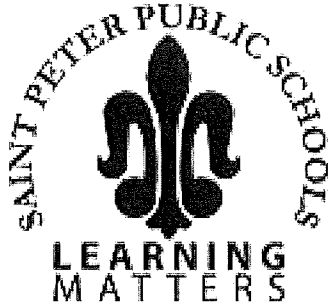
TO: Bill Gronseth
FROM: Gus Sorbo
DATE: 31-AUG-2023
RE: Summer Interns
CC:

The 2023 Summer Interns were a huge help and have ended their employment. Please see their last day of employment below:

Andrew Sorbo: 8/18/23

Wesley Yang: 8/22/23

31



MEMO TO: Members of the School Board
Bill Gronseth

FROM: Emily Craig

DATE: 9/7/2023

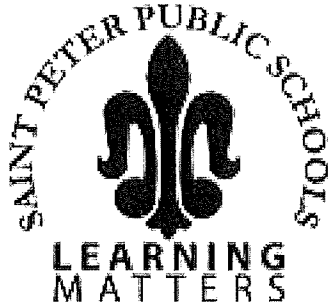
SUBJECT: Food Service resignation

Skyler Price will be resigning from the middle school effective 8/22/2023

- Skyler did not return for the beginning of the school year
- Skyler may still be an employee at Saints OT I am not sure of that status.
She just no longer works for the food service
- This should not affect any future employment with the school district.

32

CC: Skyler Price



MEMO TO: Members of the School Board
Bill Gronseth

FROM: Emily Craig

DATE: 9/7/2023

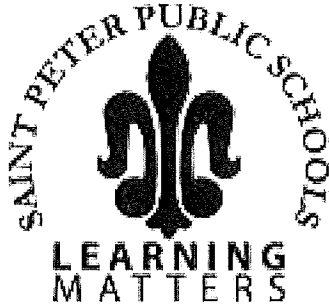
SUBJECT: Food Service resignation

Pameal Gersemehl will be resigning from the middle school effective 8/22/2023

- Pam's last day was Friday September 1st 2023
- Pam is resigning due to wanting to enjoy retirement.
- This should not affect any future employment with the school district.

33

CC: Pameal Gersemehl



MEMO TO: Bill Gronseth, Superintendent
Saint Peter School Board

FROM: Jon Graff, Principal

DATE: September 6, 2023

SUBJECT: SPMS Paraprofessional
Resignation

Please accept the resignation of De’Vonte Bradley, special education paraprofessional at Saint Peter Middle school, effective immediately.

After careful consideration, De’Vonte has decided to resign due to the workload of his current graduate studies.

34

We would like to thank De’Vonte for his contributions to the district and wish him the best of luck in his future endeavors.

CC: De’Vonte Bradley
Grp_hire_para



MEMO TO: Bill Gronseth, Superintendent
School Board Members

FROM: Tami Skinner

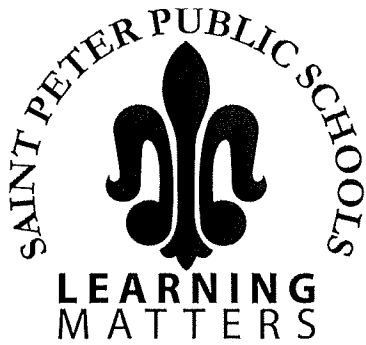
DATE: Sept. 7, 2023

SUBJECT: Saints Overtime Assistant
Resignation

Please accept the resignation of Eleanor Guanella as a Saints Overtime Assistant. She was hired in May to start employment this fall. Unfortunately, her plans have changed, and she resigned before working any hours.

35

Please contact me if you have any questions regarding this resignation.



MEMO TO: Bill Gronseth, Superintendent
Saint Peter School Board

FROM: Doreen Oelke, Principal

DATE: September 5, 2023

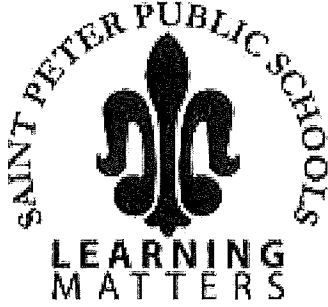
SUBJECT: FMLA Request

I recommend the approval of Roberta Zamma Gallarati FMLA request for the period starting August 30, 2023 through October 2, 2023. The formal leave paperwork and medical documentation have been forwarded to the District Office.

36

Please let me know if you have any questions.

Cc: Roberta Zamma Gallarati



MEMO TO: Bill Gronseth, Superintendent
Saint Peter School Board

FROM: Doreen Oelke, Principal

DATE: September 14, 2023

SUBJECT: Recommendation to Hire

I am pleased to recommend Mr. Aidan Sindelir for a part time special education & traffic support paraprofessional position at South Elementary. This is a replacement position.

NEW EMPLOYEE SUMMARY

37

- **Aidan Sindelir**
 - Start date: Monday, September 18, 2023
 - Step 1A, \$15.25 per hour based on the 2022-2023 contract,
 - Monday, Wednesday and Fridays, 3.25 hours per day
 - 12:00 pm-3:00 pm Special Education Paraprofessional
 - 3:00pm-3:15 pm traffic/safety support
 - Time Sheets will be completed for all hours worked

We are excited to have Mr. Sindelir join our staff. Please let me know if you have any questions.

CC:

Grp_hire_para
Tara Johnson (Para Mentor)



MEMO TO: Mr. Bill Gronseth
District 508 School Board

FROM: Darin Doherty, Principal
North Elementary School

DATE: July 27, 2023
REVISED September, 12, 2023

SUBJECT: Maternity Leave

I recommend approving a maternity leave of absence for Breanna Landsteiner at North Elementary School. Her leave will begin on October 30, 2023. Bre plans on returning to her classroom on January 22, 2024.

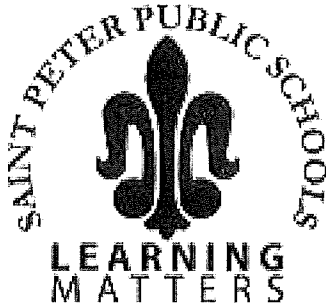
38

~~Kenna West - AppNo: 9564~~ will be subbing for Mrs. Landsteiner during her maternity leave. ~~Kenna's salary will be at STEP 1/LANE 1 of the current teacher contract since she will be long-term subbing for over 30 school days.~~

Miranda Ankrum - AppNo: 10836 will be subbing for Mrs. Landsteiner during her maternity leave. Miranda's salary will be at STEP 1/Lane 1 of the current teacher contract since she will be long-term subbing for over 30 school days.

If you have questions, please contact me.

CC: grp_hire_certified <grp_hire_certified@stpetersschools.org>
Miranda Ankrum <mirandaankrum@gmail.com>
Breanna Landsteiner <blandsteiner@stpetersschools.org>



MEMO TO: Members of the School Board
Bill Gronseth

FROM: Emily Craig

DATE: September 14, 2023

SUBJECT: Food Service Hire

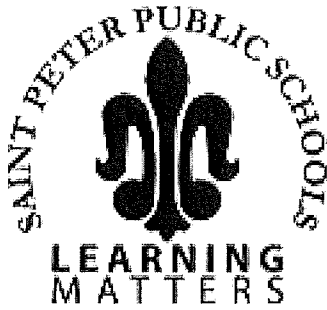
I am pleased to recommend James Mealman for the position of Cook/Dishwasher in the Food Service Department at the middle School.

NEW EMPLOYEE SUMMARY

39

- **James Mealman**
 - Cook/Dishwasher St. Peter middle School
 - Lane-Unassigned
 - 2022-2023 Rate-\$14.48 per hour
 - James Mealman will be filling out a timesheet for her hours
 - Start Date: 9/18/2023

Cc:James Mealman



MEMO TO: Members of the School Board
Bill Gronseth

FROM: Emily Craig

DATE: Sept. 15th, 2023

SUBJECT: Food Service Hire

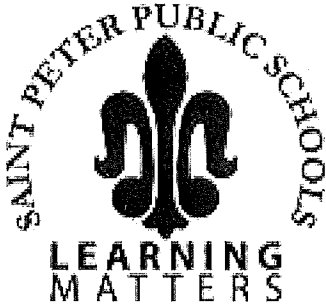
I am pleased to recommend Sandra Lynch for the position of Cook/Dishwasher in the Food Service Department.

40

NEW EMPLOYEE SUMMARY

- **Sandra Lynch**
 - Cook/Dishwasher St. Peter High School
 - Step 2-Credit given for year one through Food Service MOU
 - Lane-Unassigned
 - 2022-2023 Rate-\$14.48 per hour
 - Sandra will fill out a timesheet
 - Start Date: 9/15/2023

CC: Sandra Lynch



MEMO TO: Bill Gronseth, Superintendent
School Board

FROM: Sharon Petersen

DATE: September 18, 2023

SUBJECT: Hire Memo

The Operations and Maintenance Department has a Mid Shift Custodian position available.

I recommend the hiring of **Adam Marsh** to serve as a Custodian. Adam will work at South Elementary, cleaning and doing other custodial duties as assigned.

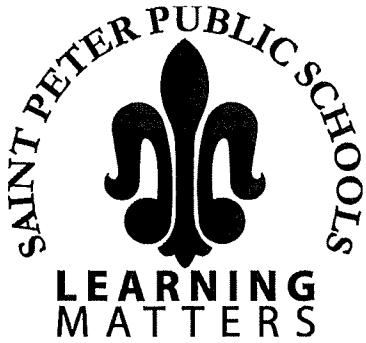
41

EMPLOYMENT HIRING SUMMARY

Adam Marsh

- Custodian
- Start Date: October 2, 2023
- Salary \$16.92/hour
- 9 month probationary period ending July 2, 2024
- Obtainment of a Special boiler license is required within this probationary period.

Cc: Adam Marsh
Nathan Hughes
Mike Keller



MEMO TO: Bill Gronseth, Superintendent
School Board

FROM: Jon Graff

DATE: September 18, 2023

SUBJECT: Maternity Leave Request

I recommend that you accept the maternity leave request of Mrs. Megan Gebur, 6th grade science teacher at SPMS. This leave will begin on or near December 1, 2023 and run through February 12, 2024.

Cc: Megan Gebur
Grp_hire_certified

2023 Coaches & Advisors

Tanner	Nadeau	Boys Soccer
Melic	Thomas	Boys Soccer
Will	Bennett	Boys Soccer
Kelson	Lund	Boys Soccer
Zechariah	Kyoore	Boys Soccer
Breanna	Landsteiner	Girls Soccer
Madeline	Kleschult	Girls Soccer
Maggie	Anderson	Girls Soccer
Bill	Stuewe	CC - Boys
Jeff	Portugue	CC - Girls
Ryan	Timmerman	CC - Boys
Robbie	Deering	Fall Play
Jen	Maldonado	Fall Play
Bre	Bergstrom	Fall Play
Scott	Robinson	Fall Play
Brian	Odland	Football
Steve	Alger	Football
Doug	Boyer	Football
Justin	Helget	Football
Kent	Bass	Football
Carl	Bratsch	Football
Kurt	Moelter	Football
Erik	Boe	Football
Neil	Doose	Football
Keith	Hanson	Football
Brock	Hanson	Football

Doug	Boyer	General
Aaron	Rothenberger	Girls Tennis
Bob	Messerli	Girls Tennis
Bridget	Schmidtke	Girls Tennis
James	Maercklein	Swimming
Kaylee	Moreau	Swimming
Jennifer	Denzer	Swimming
Carmen	Hanson	Volleyball
Hannah	Johnson	Volleyball
Isabella	Coram	Volleyball
Alli	Joerger	Volleyball
Abigail	Haggenmiller	Volleyball
Niki	Zitur	Volleyball
Cari	Panitzke	Volleyball
Angie	Schilling	MS Play
Maren	Kind	MS Play
Erika	Carlson	Speech
Jamie	Wills	Speech
Courtney	Leonard	Speech
Lauren	Mayer	Speech
Isabelle	Zwaschka	Speech



ADDENDUM

REGULAR BOARD MEETING Monday, September 18, 2023 SPCC-Governor's Room 6:30PM

VII. ACTION ITEMS

1. AGENDA ITEM #1

Subject: Consider Approval of Student Representatives to the School Board for 2023-24

Action: Requires a Motion

Background: The Saint Peter School Board values student voice and has appointed student representatives to the School Board since 2007. We are pleased to continue to include student representation on the School Board.

Consider appointing Molly Leonard and Keira Dunn as the student representatives to the School Board for the 2023-24 school year.

Guidelines for the student representative position are as follows:

- a. The student representative will be a non-voting member;
- b. The student representative will be given opportunities to fully participate in all board discussions held at open meetings of the board of education;
- c. The student representative will be expected to attend all regularly scheduled board meetings; and
- d. The student representative may attend Phase I MSBA Board Member training

Presentation: Superintendent Gronseth

Options/Recommendation: I recommend your approval of the representatives and the guidelines.



ADDENDUM

REGULAR BOARD MEETING Monday, September 18, 2023 SPCC-Governor's Room 6:30PM

VII. ACTION ITEMS

2. AGENDA ITEM #2

Subject: Consider Certification of Preliminary 2023 Levy

Action: Requires a Motion

Background: On an annual basis, the School Board has the responsibility set the levy for property taxes. Preliminary figures for the initial 2023 levy for property taxes payable in 2024 are attached. The Business Committee reviewed and discussed the levy at its meeting on September 13 and recommends the Board certifies the maximum allowable. The final amount will be set in December 2023 during the Truth in Taxation Hearing.

Presentation: Business Manager, Megan Gracia
Finance Committee

Options/Recommendation: I recommend certifying the maximum allowable levy. The final decision on the levy will be made at the December 18, 2023 Board meeting.



TO: Bill Gronseth
FROM: Megan Gracia
DATE: September 18th, 2023
RE: 23 Pay 24 Levy – September Certification

After reviewing the preliminary levy limitation numbers run by MDE, below is an overview of our current levy data as of September 18th, 2023:

Levy 23, Pay 24 Preliminary Levy	7,652,189.64
Levy 22, Pay 23 Final, Certified Levy	7,143,023.38
\$ Difference	509,166.26
% Difference	7.13%

Attached are three documents related to the levy:

- 1) An overview of the historical and current market values within the district that are used to calculate various levy components.
- 2) A five-year comparison of levy amounts and adjustments for the various levy categories including General Fund, Community Education, and Debt Service.
- 3) A review of the same levy categories comparing last year to this year with additional detail on the levy/aid split for each category.

As noted, we are currently seeing a 7.13% increase to our levy compared to last year. This is a result of several things:

- 1) Market values (and correspondingly the referendum market value and adjusted net tax capacity used within the levy calculations) has increased significantly.
- 2) Additionally, our estimated student counts are decreased.
 - a. As a result of (1) and (2) above, our referendum market value/student and our adjusted net tax capacity/student has increased.
 - b. Because of the equalization factor and an increased adjusted net tax capacity/student, many of our categories where we previously received both levy and aid have now shifted to receiving that same revenue but solely through levy without any corresponding aid.
- 3) Lastly, each levy cycle has adjustments for the prior few years as student data is finalized. Our prior year levy had a large negative adjustment of ~\$369K whereas our current year levy only has a negative adjustment of ~\$184K. This by itself made up almost \$200K of our increase.

Because MDE continues to make adjustments and corrections to the levy, we will again recommend that the School Board certify the levy to the maximum in September. This allows us to continue to make changes to the levy up until December and will ensure we don't create a ceiling and lose out on revenue if MDE were to make adjustments in our favor.

Levy Factors	17 Pay 18 Final	18 Pay 19 Final	19 Pay 20 Final	20 Pay 21 Final	21 Pay 22 Final	22 Pay 23 Final	23 Pay 24 Preliminary	\$ Change Levy 24 to Levy 23	% Change Levy 24 to Levy 23
*1 Market Value	1,243,180,500	1,258,335,200	1,324,372,701	1,380,439,398	1,360,794,599	1,451,516,699	1,704,680,101	253,163,402	17.44%
*2 Referendum Market Value	857,236,480	902,416,950	964,319,050	1,013,564,250	1,038,825,750	1,096,432,750	1,263,332,175	166,899,425	15.22%
*3 Net Tax Capacity	11,821,848	12,139,040	13,013,080	13,616,925	13,463,118	14,348,427	16,896,722	2,548,295	17.76%
*4 Sales ratio	0.944	0.929	0.950	0.922	0.912	0.886	0.878	0	-0.90%
*5 Adj. Net Tax Capacity	12,527,558	13,072,423	13,695,103	14,756,704	14,747,600	16,186,461	19,232,155	3,045,694	18.82%
6 Total levy	6,225,263	6,627,340 6.46%	6,640,501 0.20%	6,797,811 2.37%	7,115,818 4.68%	7,143,023 0.38%	7,652,190 7.13%	509,166	7.13%

*1 "Market Value" represents the combined valuation of all taxable properties within the district boundaries as assigned by an assessor.

*2 "Referendum Market Value" represents the combined valuation of all taxable properties within the district boundaries excluding seasonal recreational properties (cabins) and agricultural land.

*3 "Net Tax Capacity" is determined by multiplying market values by the classification rates (homestead, commercial, residential, rental, etc.).

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*4 "Sales Ratio" is determined by the Department of Revenue. It measures the difference between the actual sale price and assessor's market value on properties to neutralize different assessment practices across the state.

*5 "Adjusted Net Tax Capacity" is computed by dividing the net tax capacity by the sales ratio and is used for calculating most school taxes.

Saint Peter Public Schools
 Levy 23, Pay 24, Fiscal Year 2025
 September 2023 Levy Certification

		FY21 Final Levy 19 Pay 20	FY22 Final Levy 20 Pay 21	FY23 Final Levy 21 Pay 22	FY24 Final Levy 22 Pay 23	FY25 Prelim Levy 23 Pay 24	FY25 Final Levy 23 Pay 24	Difference from Prior Year Levy	
General Fund									
Initial Levy Entries									
Operating Referendum (Voter Approved)	rmv	307,615.34	323,833.73	768,039.45	786,343.76	896,178.00		109,834.24	levy/aid
Prior-Year Adjustments									
Operating Referendum (Voter Approved)	rmv	(5,740.96)	(8,041.84)	6,724.09	(27,069.84)	11,418.19		38,488.03	
Subtotal of Voter-Approved Referendum Levies		301,874.38	315,791.89	774,763.54	759,273.92	907,596.19	-	148,322.27	
Initial Levy Entries									
Local Optional Revenue - Tier 1	rmv	326,527.44	343,742.94	362,093.98	370,723.60	447,000.69		76,277.09	levy/aid
Local Optional Revenue - Tier 2	rmv	796,300.13	838,283.43	820,542.81	904,080.97	926,779.20		22,698.23	levy/aid
Equity Levy	rmv	292,297.55	308,647.46	279,037.77	310,537.95	321,066.70		10,528.75	levy/aid
Transition Levy	rmv	47,346.05	49,842.27	48,787.46	53,754.43	55,104.01		1,349.58	levy/aid
Prior-Year Adjustments									
Board-Approved Referendum	rmv	(5,481.31)	(5,333.14)	2,774.51	-	-		-	
Local Optional Revenue	rmv	(9,922.68)	(8,295.65)	13,936.64	(46,956.45)	(1,912.92)		45,043.53	
Equity Levy	rmv	(4,775.89)	(4,961.36)	6,285.58	(7,375.37)	2,004.23		9,379.60	
Location Equity	rmv	(3,444.54)	(13,005.88)	6,766.17	-	-		-	
Transition Levy	rmv	(794.77)	(773.30)	989.97	(1,833.76)	(80.65)		1,753.11	
Subtotal of Other Referendum Levies		1,438,051.98	1,508,146.77	1,541,214.89	1,582,931.37	1,749,961.26	-	167,029.89	
Initial Levy Entries									
Operating Capital	ntc	127,937.27	136,696.58	143,600.04	157,368.43	187,125.71		29,757.28	levy/aid
Q Comp	ntc	200,694.87	216,020.52	204,609.44	196,092.92	185,885.70		(10,207.22)	levy/aid
Achievement and Integration	ntc	82,142.41	81,938.23	86,954.87	78,616.67	74,092.34		(4,524.33)	levy/aid
Re-Employment	ntc	10,000.00	25,000.00	25,000.00	75,000.00	10,000.00		(65,000.00)	all levy
Safe Schools	ntc	89,049.60	87,091.20	86,587.20	81,115.20	78,688.80		(2,426.40)	all levy
Career & Technical Education	ntc	70,565.60	87,637.17	110,633.30	115,779.56	153,506.97		37,727.41	all levy
Other Post-Employment Benefits (OPEB)	ntc	350,000.00	350,000.00	350,000.00	310,000.00	310,000.00		-	all levy
LTFM	ntc	441,524.29	441,659.86	415,482.56	402,136.63	411,689.29		9,552.66	levy/aid
Building Lease	ntc	164,446.84	166,006.55	40,167.82	42,512.25	42,512.21		(0.04)	all levy
Prior-Year Adjustments									
Operating Capital	ntc	(13,276.86)	(8,668.65)	6,700.95	292.66	879.45		586.79	
Q Comp	ntc	221.02	1,879.36	(15,255.74)	(1,272.54)	(5,921.65)		(4,649.11)	
Achievement and Integration	ntc	208.88	1,146.84	(17,635.28)	(9,326.11)	(3,359.19)		5,966.92	
Re-Employment	ntc	(8,184.42)	(3,726.95)	(7,437.28)	(25,000.00)	(11,839.88)		13,160.12	
Safe Schools	ntc	5,760.36	2,783.52	903.96	(3,472.56)	(5,004.72)		(1,532.16)	
Career & Technical Education	ntc	(3,339.50)	29,006.82	(4,328.85)	(7,472.87)	2,096.60		9,569.47	
Other Post-Employment Benefits (OPEB)	ntc	-	(40,000.00)	(40,000.00)	(40,000.00)	-		40,000.00	
LTFM	ntc	62,129.55	(6,190.80)	(13,971.19)	(45,327.96)	(7,735.05)		37,592.91	
Building Lease	ntc	(7,446.36)	(4,909.43)	757.08	772.12	-		(772.12)	
Abatement Adjustments	ntc	(1,432.72)	1,947.46	8,383.74	(3,331.61)	1,698.01		5,029.62	
Subtotal of General Fund NTC		1,571,000.83	1,565,318.28	1,381,152.62	1,324,482.79	1,424,314.59	-	99,831.80	
Total of General Fund Categories		3,310,927.19	3,389,256.94	3,697,131.05	3,666,688.08	4,081,872.04	-	415,183.96	

Saint Peter Public Schools
 Levy 23, Pay 24, Fiscal Year 2025
 September 2023 Levy Certification

		FY21 Final Levy 19 Pay 20	FY22 Final Levy 20 Pay 21	FY23 Final Levy 21 Pay 22	FY24 Final Levy 22 Pay 23	FY25 Prelim Levy 23 Pay 24	FY25 Final Levy 23 Pay 24	Difference from Prior Year Levy	
Community Education Levy									
<u>Initial Levy Entries</u>									
Basic Community Education	ntc	113,415.40	113,415.40	119,772.20	119,772.20	72,120.58		(47,651.62)	levy/aid
ECFE	ntc	38,300.88	38,157.89	36,557.83	39,979.43	38,516.62		(1,462.81)	levy/aid
Home Visits	ntc	745.28	759.56	638.75	784.59	1,109.40		324.81	levy/aid
School Age Care	ntc	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00		-	all levy
<u>Prior-Year Adjustments</u>									
ECFE	ntc	277.07	(384.36)	243.40	(7.73)	(1,952.25)		(1,944.52)	
Home Visits	ntc	(92.30)	4.51	28.70	(27.89)	(85.37)		(57.48)	
Abatement Adjustments	ntc	(80.06)	111.05	452.71	(87.38)	81.23		168.61	
Total of Community Education Categories		161,066.27	160,564.05	166,193.59	168,913.22	118,290.21	-	(50,623.01)	
Debt Service Levy									
Voter Approved Bond	ntc	3,227,543.00	3,409,455.00	3,412,080.00	3,459,068.00	3,616,305.00		157,237.00	
Reduction for Debt Excess	ntc	(57,947.66)	(164,072.38)	(168,820.92)	(151,719.81)	(165,963.52)		(14,243.71)	
Abatement Adjustments	ntc	(1,087.21)	2,607.43	9,234.40	73.89	1,685.91		1,612.02	
GDS Voter Net Offset Adjustment	ntc	(0.11)	(0.02)	-	-	-		-	
Total of Debt Service Categories		3,168,508.02	3,247,990.03	3,252,493.48	3,307,422.08	3,452,027.39	-	144,605.31	
Levy Totals		6,640,501.48	6,797,811.02	7,115,818.12	7,143,023.38	7,652,189.64	-	509,166.26	7.13%

<u>Revenue Source</u>	<u>Levy Rate</u>	<u>22 Pay 23 Levy</u>	<u>Aid</u>	<u>Total</u>
General Fund				
Initial Levy Entries				
Referendum Allowances	0.85119457	786,343.76	137,468.24	923,812.00
Subtotal		786,343.76	137,468.24	923,812.00
Prior Year Adjustments				
Prior-Year Adjustments		(27,069.84)		(27,069.84)
Subtotal		(27,069.84)	-	(27,069.84)
Initial Levy Entries				
Local Optional Revenue Tier 1	0.54844014	370,723.60	305,236.40	675,960.00
Local Optional Revenue Tier 2	0.94632808	904,080.97	51,275.83	955,356.80
Equity Revenue (Metro vs. Rural Regular)	0.94632808	154,779.87	17,612.46	172,392.33
Equity Revenue (Low Referendum)	0.94632808	43,098.08		43,098.08
Equity Revenue (Supplemental)	0.94632808	112,660.00		112,660.00
Transition Revenue	0.94632808	53,754.43	3,048.74	56,803.17
Subtotal		1,639,096.95	377,173.43	2,016,270.38
Prior Year Adjustments				
Prior-Year Adjustments		(56,165.58)		(56,165.58)
Subtotal		(56,165.58)	-	(56,165.58)
Initial Levy Entries				
Basic			15,463,711.60	15,463,711.60
Declining Enrollment			70,716.35	70,716.35
Pension Adjustment			153,538.37	153,538.37
Gifted and Talented			29,291.60	29,291.60
Extended Time			194,446.00	194,446.00
Basic Skills			820,129.88	820,129.88
Sparsity			-	-
Small Schools			-	-
Transportation Sparsity			256,594.42	256,594.42
Alternative Attendance Adjustment			(6,863.00)	(6,863.00)
Special Education Aid			3,572,000.15	3,572,000.15
Non-Public Transportation Aid			30,231.38	30,231.38
EL Cross Subsidy			4,396.44	4,396.44
Operating Capital	0.31353745	157,368.43	344,544.27	501,912.70
Q Comp	Levy = 35%	196,092.92	351,750.48	547,843.40
Achievement & Integration	Levy = 30%	78,616.67	182,720.31	261,336.98
Reemployment		75,000.00		75,000.00
Safe Schools		81,115.20		81,115.20
Career & Technical Education	0.84603258	115,779.56	21,070.44	136,850.00
OPEB		350,000.00		350,000.00
LTFM	0.46966727	402,136.63	454,079.37	856,216.00
Operating Leases		42,512.25		42,512.25
Subtotal		1,498,621.66	21,942,358.06	23,440,979.72
Prior Year Adjustments				
Prior-Year Adjustments		(134,138.87)	2,922.11	(131,216.76)
Subtotal		(134,138.87)	2,922.11	(131,216.76)
General Fund Total		3,706,688.08	22,459,921.84	26,166,609.92
Community Education Levy				
General Revenue		83,533.04		83,533.04
Youth Service		15,412.00		15,412.00
After School Revenue		18,500.00		18,500.00
After School Revenue		2,327.16		2,327.16
ECFE		39,979.43	59,150.37	99,129.80
Home Visiting	0.41645043	784.59	1,099.41	1,884.00
School-Age Care		8,500.00		8,500.00
Subtotal		169,036.22	60,249.78	229,286.00
Prior-Year Adjustments				
Prior-Year Adjustments		(123.00)	78.96	(44.04)
Subtotal		(123.00)	78.96	(44.04)
Community Education Total		168,913.22	60,328.74	229,241.96
Debt Service Levy				
Voter-Approved Bonds		3,459,068.00		3,459,068.00
Reduction for Debt Excess		(151,719.81)		(151,719.81)
Abatement Adjustments		73.89		73.89
Debt Service Total	50	3,307,422.08	-	3,307,422.08
Totals		7,183,023.38	22,520,250.58	29,703,273.96

<u>Revenue Source</u>	<u>Levy Rate</u>	<u>23 Pay 24 Levy</u>	<u>Aid</u>	<u>Total</u>
General Fund				
Initial Levy Entries				
Referendum Allowances	1	896,178.00	-	896,178.00
Subtotal		896,178.00	-	896,178.00
Prior Year Adjustments				
Prior-Year Adjustments		11,418.19	-	11,418.19
Subtotal		11,418.19	-	11,418.19
Initial Levy Entries				
Local Optional Revenue Tier 1	0.68167367	447,000.69	208,739.31	655,740.00
Local Optional Revenue Tier 2	1	926,779.20	-	926,779.20
Equity Revenue (Metro vs. Rural Regular)	1	169,421.36	-	169,421.36
Equity Revenue (Low Referendum)	1	42,355.34	-	42,355.34
Equity Revenue (Supplemental)	1	109,290.00	-	109,290.00
Transition Revenue	1	55,104.01	-	55,104.01
Subtotal		1,749,950.60	208,739.31	1,958,689.91
Prior Year Adjustments				
Prior-Year Adjustments		10.66	-	10.66
Subtotal		10.66	-	10.66
Initial Levy Entries				
Basic			15,914,809.80	15,914,809.80
Declining Enrollment			91,332.86	91,332.86
Pension Adjustment			175,580.12	175,580.12
Gifted and Talented			28,415.40	28,415.40
Extended Time			77,778.40	77,778.40
Basic Skills			1,828,444.45	1,828,444.45
Sparsity			-	-
Small Schools			-	-
Transportation Sparsity			274,055.60	274,055.60
Alternative Attendance Adjustment			(6,552.90)	(6,552.90)
Special Education Aid			4,498,289.11	4,498,289.11
Non-Public Transportation Aid			21,829.34	21,829.34
EL Cross Subsidy			4,341.89	4,341.89
Operating Capital	0.3840206	187,125.71	304,526.28	491,651.99
Q Comp	Levy = 35%	185,885.70	345,216.30	531,102.00
Achievement & Integration	Levy = 30%	74,092.34	172,206.79	246,299.13
Reemployment		10,000.00	-	10,000.00
Safe Schools		78,688.80	-	78,688.80
Career & Technical Education	0.95330399	153,506.97	7,519.28	161,026.25
OPEB		310,000.00	-	310,000.00
LTFM	0.4956505	411,689.29	418,914.71	830,604.00
Operating Leases		42,512.21	-	42,512.21
Subtotal		1,453,501.02	24,156,707.43	25,610,208.45
Prior Year Adjustments				
Prior-Year Adjustments		(29,186.43)	60.95	(29,125.48)
Subtotal		(29,186.43)	60.95	(29,125.48)
General Fund Total		4,081,872.04	24,365,507.69	28,447,379.73
Community Education Levy				
General Revenue		35,074.90	66,372.70	101,447.60
Youth Service		15,976.00	-	15,976.00
After School Revenue		18,500.00	-	18,500.00
After School Revenue		2,569.68	-	2,569.68
ECFE		38,516.62	82,891.88	121,408.50
Home Visiting	0.51006841	1,109.40	1,065.60	2,175.00
School-Age Care		8,500.00	-	8,500.00
Subtotal		120,246.60	150,330.18	270,576.78
Prior-Year Adjustments				
Prior-Year Adjustments		(1,956.39)	1.84	(1,954.55)
Subtotal		(1,956.39)	1.84	(1,954.55)
Community Education Total		118,290.21	150,332.02	268,622.23
Debt Service Levy				
Voter-Approved Bonds		3,616,305.00	-	3,616,305.00
Reduction for Debt Excess		(165,963.52)	-	(165,963.52)
Abatement Adjustments		1,685.91	-	1,685.91
Debt Service Total		51 3,452,027.39	-	3,452,027.39
Totals		7,652,189.64	24,515,839.71	32,168,029.35

	<u>Levy %</u>	<u>Levy</u>	<u>Aid</u>	<u>Total</u>
General Fund				
Initial Levy Entries				
Referendum Allowances	0.148805	109,834.24	(137,468.24)	(27,634.00)
Subtotal				
Prior Year Adjustments				
Prior-Year Adjustments		38,488.03	-	38,488.03
Subtotal		38,488.03	-	38,488.03
Initial Levy Entries				
Local Optional Revenue Tier 1	0.133234	76,277.09	(96,497.09)	(20,220.00)
Local Optional Revenue Tier 2	0.053672	22,698.23	(51,275.83)	(28,577.60)
Equity Revenue (Metro vs. Rural Regular)	0.053672	14,641.49	(17,612.46)	(2,970.97)
Equity Revenue (Low Referendum)	0.053672	(742.74)	-	(742.74)
Equity Revenue (Supplemental)	0.053672	(3,370.00)	-	(3,370.00)
Transition Revenue	0.053672	1,349.58	(3,048.74)	(1,699.16)
Subtotal				
Prior Year Adjustments				
Prior-Year Adjustments		56,176.24	-	56,176.24
Subtotal		56,176.24	-	56,176.24
Initial Levy Entries				
Basic		-	451,098.20	451,098.20
Declining Enrollment		-	20,616.51	20,616.51
Pension Adjustment		-	22,041.75	22,041.75
Gifted and Talented		-	(876.20)	(876.20)
Extended Time		-	(116,667.60)	(116,667.60)
Basic Skills		-	1,008,314.57	1,008,314.57
Sparsity		-	-	-
Small Schools		-	-	-
Transportation Sparsity		-	17,461.18	17,461.18
Alternative Attendance Adjustment		-	310.10	310.10
Special Education Aid		-	926,288.96	926,288.96
Non-Public Transportation Aid		-	(8,402.04)	(8,402.04)
EL Cross Subsidy		-	(54.55)	(54.55)
Operating Capital	0.070483	29,757.28	(40,017.99)	(10,260.71)
Q Comp		(10,207.22)	(6,534.18)	(16,741.40)
Achievement & Integration		(4,524.33)	(10,513.52)	(15,037.85)
Reemployment		(65,000.00)	-	(65,000.00)
Safe Schools		(2,426.40)	-	(2,426.40)
Career & Technical Education	0.107271	37,727.41	(13,551.16)	24,176.25
OPEB		(40,000.00)	-	(40,000.00)
LTFM	0.025983	9,552.66	(35,164.66)	(25,612.00)
Operating Leases		(0.04)	-	(0.04)
Subtotal				
Prior Year Adjustments				
Prior-Year Adjustments		104,952.44	(2,861.16)	102,091.28
Subtotal		104,952.44	(2,861.16)	102,091.28
General Fund Total		375,183.96	1,905,585.85	2,280,769.81
Community Education Levy				
General Revenue		(48,458.14)	66,372.70	17,914.56
Youth Service		564.00	-	564.00
After School Revenue		-	-	-
After School Revenue		242.52	-	242.52
ECFE		(1,462.81)	23,741.51	22,278.70
Home Visiting	0.093618	324.81	(33.81)	291.00
School-Age Care		-	-	-
Subtotal				
Prior-Year Adjustments				
Prior-Year Adjustments		(1,833.39)	(77.12)	(1,910.51)
Subtotal		(1,833.39)	(77.12)	(1,910.51)
Community Education Total		(50,623.01)	90,003.28	39,380.27
Debt Service Levy				
Voter-Approved Bonds		157,237.00	-	157,237.00
Reduction for Debt Excess		(14,243.71)	-	(14,243.71)
Abatement Adjustments		1,612.02	-	1,612.02
Debt Service Total	52	144,605.31	-	144,605.31
Totals		469,166.26	1,995,589.13	2,464,755.39



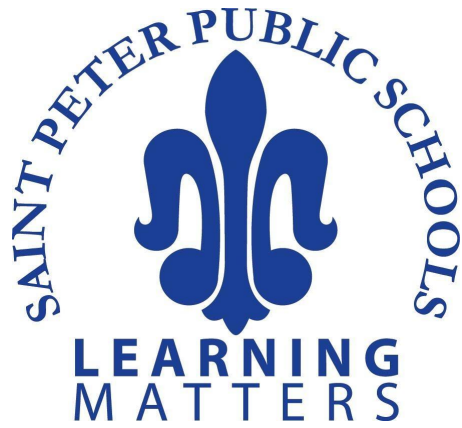
ADDENDUM

REGULAR BOARD MEETING Monday, September 18, 2023 SPCC-Governor's Room 6:30PM

VII. ACTION ITEMS

3. AGENDA ITEM #3

- Subject:** Consider Approval of Master Agreement with Food Service for 2023-2025
- Action:** Requires a Motion
- Background:** The School Board Negotiations Team has reached a 2023-2025 contract agreement with the Food Service group of the Saint Peter Public schools. Enclosed in your packet you will find a summary outlining key details of the agreement. The settlement is in line with the budget goals set by the committee. The Food Service personnel have ratified this agreement.
- Presentation:** School Board Negotiations Committee
Superintendent
- Options/Recommendation:** I recommend your approval of the Master Agreement with Food Service for 2023-2025.



SAINT PETER PUBLIC SCHOOLS

Agreement

With

Food Service

2023-2024

2024-2025

**MASTER AGREEMENT
WITH
FOOD SERVICE EMPLOYEES**

ARTICLE 1—PURPOSE

SECTION 1. PARTIES: This agreement is entered into between the School Board of Independent School District 508, Saint Peter, Minnesota, hereinafter referred to as the board, and the [Saint Peter Food Workers Organization](#), hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for Food Service Employees of Saint Peter Independent School District 508 for the duration of this agreement.

ARTICLE 2—RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. RECOGNITION: In accordance with the PELRA, the board recognizes [Saint Peter Food Workers Organization](#), as the exclusive representative for food service employees employed by the Board of Independent School District 508, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this agreement.

SECTION 2. APPROPRIATE UNIT: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2, of this agreement and the PELRA, and in certification by the Director of Mediation Services, if any.

ARTICLE 3—DEFINITION

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT: Terms and conditions of employment shall mean the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

SECTION 2. DESCRIPTION OF APPROPRIATE UNIT: For purposes of this agreement, the term Food Service Employee shall mean all persons in the appropriate unit employed by the board in such classifications excluding the following: confidential employees, supervisory employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character as defined by the PELRA.

SECTION 3. FULL-TIME EMPLOYEE: A full-time employee shall be any member who works at least 7 hours per day for a minimum of 35 hours per week.

SECTION 4. OTHER TERMS: Terms not defined in this agreement shall have those meanings as defined by the PELRA.

ARTICLE 4—SCHOOL BOARD RIGHTS

SECTION 1. INHERENT MANAGERIAL RIGHTS: The exclusive representative recognizes that the board is not required to meet and negotiate on matters of inherent managerial policy, which 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 and selection and direction and number of personnel.

SECTION 2. MANAGEMENT RESPONSIBILITIES: The exclusive representative recognizes the right and obligation of the board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

SECTION 3. EFFECT OF LAWS, RULES, AND REGULATIONS: The exclusive representative recognizes that all employees covered by this agreement shall perform the services and duties prescribed by the board and shall be governed by the laws of the state of Minnesota, and by board rules, regulations, directives, and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation, and duty of the board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this agreement and recognizes that the board, all employees covered by this agreement, and all provisions of this agreement are subject to the laws of the state. Any provisions of this agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this agreement are reserved to the board.

SECTION 5. TERMINATION: The board reserves the absolute right to reduce

the number of employees if it would result in a more efficient operation. However, other than reduction of staff, discontinuance of position, or release for health reasons, a member of the bargaining unit can be terminated from his/her position only for just cause.

ARTICLE 5—EMPLOYEE RIGHTS

SECTION 1. RIGHT TO VIEWS: Nothing contained in this agreement shall be construed to limit, impair or affect the right of any employee or employee's representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

SECTION 2. RIGHT TO JOIN: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the board.

SECTION 3. REQUEST FOR DUES CHECK OFF: The exclusive representative shall be allowed dues check off for its members, provided that dues check-off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off. Upon receipt, by the District Office of Independent School District 508, on or before July 10, of a properly executed authorization card of the employee involved, District 508 shall deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided, in said authorization, in 12 equal monthly amounts.

SECTION 4. FAIR SHARE FEE: In accordance with M.S. 179.65, Subd. 2, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee required of any employee shall not exceed his/her pro rata share of the specific expenses incurred for services rendered by the exclusive representative in relationship to negotiations and administration of grievance procedures for employees in the appropriate unit.

Upon 30 days notice in writing to the district office of the name of the employee and the amount of the fair share fee certified by the exclusive representative, the board will deduct such fair share fee in installments from such employee's paycheck each

month, and will forward such fees to the exclusive representative. The exclusive representative agrees to notify the employer promptly whenever any employee subject to a fair share fee deduction becomes a member of the exclusive representative, and no further fair share fee deductions for such employee will thereafter be made. Any dispute as to the amount of such fee shall be solely between the exclusive representative and the employee involved.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the board harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

ARTICLE 6—RATES OF PAY

SECTION 1. RATES OF PAY:

Subd. 1. The wages and salaries reflected in Schedule A attached hereto shall be a part of the agreement for the period commencing July 1, 2023, to June 30, 2025. Wages shall be paid twice monthly, (the 15th or the last banking day prior to the 15th and the last banking day of the month), and all paychecks shall be deposited directly in the designated bank account.

Subd. 2. Employees eligible for a salary adjustment because of attaining certification hours will have their wages adjusted the first of the month after they have provided the personnel department with a copy of the certificate for additional hours. Qualifications which have not been submitted 15 days prior to the end of the month will be considered to have been received the following calendar month.

Subd. 3. Working out of classification (head cook). When an employee is assigned to do the work of a higher paid classification (head cook), the employee shall receive the rate of pay appropriate to said higher classification.

SECTION 2: Substitutes shall be paid at the rate for which they are licensed or certified.

ARTICLE 7—GROUP INSURANCE

SECTION 1. SELECTION OF CARRIER: The selection of the insurance carrier and policy shall be made by the school board.

SECTION 2. HEALTH AND HOSPITALIZATION INSURANCE: The school district shall pay full single insurance up to a maximum of **fourteen** thousand five hundred dollars (**\$14,500.00**) per year at the VEBA 834 Level for **Head Cooks**. The employee may credit the amount towards any of the school district's insurance policies.

Health insurance shall be offered to all employees who meet federal guidelines and requirements under the Affordable Care Act. All health insurance costs for these employees will be paid by the employee.

It is understood that the school district's only obligation is to purchase an insurance policy and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

SECTION 3: DENTAL: The district shall provide dental insurance to all **Head Cooks**. The employee shall be responsible for 50 percent of the annual premium. This goes into effect January 1, 1998.

SECTION 4. INCOME PROTECTION INSURANCE: The school district shall contribute a sum not to exceed \$120.00 per year toward the premium of income protection insurance for all **Head Cooks** beginning sixty (60) calendar days after the injury or illness and extending to age sixty-five (65).

SECTION 5. LIFE INSURANCE: The school district shall contribute a sum equal to the premium for a \$50,000 group life insurance policy for each **Head Cook** of the district for the term of this contract.

The school district shall contribute a sum equal to the premium for a \$10,000 group life insurance policy for each food service employee who works 20 hours or more per week.

SECTION 6. DURATION OF INSURANCE CONTRIBUTION: An employee is eligible for board contributions as provided in this article as long as the employee is employed by the school district. Upon termination of employment, all board participation and contribution shall cease effective on the last working day unless otherwise dictated by law.

SECTION 7. REDUCTION OF HOURS: Whenever a full-time employee's hours are reduced to the point where the number of hours falls below the minimum necessary to qualify for group insurance coverage, the exclusive representative will try to continue health insurance with the group carrier at the employee's own expense, and the employer will assist in that endeavor. This provision shall also apply to employees who have experienced a reduction of hours placing them in this category as of the date of

this contract. The employer will allow premiums to be paid by payroll deduction so long as the employee pays the entire premium.

SECTION 8. RETIREMENT: An employee meeting retirement qualifications of **at least** ten (10) years of services and **at least** age 55 may remain in the district's health insurance plans after retirement at the employee's expense.

ARTICLE 8—LEAVES OF ABSENCE

SECTION 1. SICK LEAVE:

Subd. 1. All employees shall earn sick leave at the rate of one (1) **employee work** day for each month of service in the employment of the school district. Sick leave shall accumulate to 180 days.

Subd. 2. Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days. An employee will also be granted paid sick leave for absences due to illness of the employee's family members, in accordance with the current law.

Subd. 3. The board may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. The board, upon the recommendation of the **Food Service Director**, shall make the determination as to the eligibility of an employee for sick leave provided, however, that any such determination shall be subject to grievance.

Subd. 4. In the event that a medical certificate is required, the employee will be so advised.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. Sick leave shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 7. Sick leave may be used for an appointment with a specialist providing the employee, upon request, furnishes a statement from a qualified physician.

SECTION 2. SERIOUS ILLNESS AND DEATH LEAVE:

An employee covered by this contract may be granted up to 6 days of non-accumulative serious illness or death leave annually which may be used for serious illness or death in the immediate family. The immediate family shall include Spouse, father, mother, brother, sister, children, grandparents, grandparents-in-law, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, or equivalent step-family member, or any other relative or non-relative living in the household with the employee. Three of the 6 days may be used for extended family or close friend. In the event of a second or any additional death to the following members of the immediate family—spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, grandchildren, or equivalent step-family member, or anyone residing in the household at the time of their death, additional leave will be granted not to exceed 5 full days per death. Any additional days will be taken at full deduction in pay.

SECTION 3. SPECIAL LEAVE AND HOLIDAYS:

Subd. 1. A leave of absence without pay for personal reasons may be approved by the [Food Service Director](#).

Subd. 2. The employee shall not be compensated for any holidays nor will any compensatory time be allowed for any holidays.

Subd. 2. Employees covered by this contract shall receive one floating holiday each school year. Any employee who does not take their floating holiday will be reimbursed for the day at the end of the school year. Employees pay for the floating holiday will be figured by taking their hourly rates times their normal work hours for a day.

SECTION 4. WORKERS' COMPENSATION:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the school district, under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received, pursuant to the Workers' Compensation Act, by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or [personal leave or floating holiday](#).

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers' Compensation.

Subd. 3. Such payment shall be paid by the school district to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit a copy of his/her Workers' compensation check and said amount of workers' compensation payment will be deducted from gross wages on paycheck.

SECTION 5. CHILD CARE LEAVE

Subd. 1. Use: A child care leave may be granted by the School Board, subject to the provisions of this section, to an employee-parent following the birth and first year care of a child, adoption or foster placement of a child, provided such employee-parent is caring for the child on a full-time basis.

Subd. 2. Request: An employee making an application for child care leave shall inform the Superintendent in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Medical Statement: An employee may be asked to provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

Subd. 4. Date of Leave: The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break in the school year – i.e., winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5. Duration: In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- (1.) grant any leave more than twelve (12) months in duration;
- (2.) permit the employee to return to employment prior to the date designated in the request for child care leave.

Subd. 6. Reinstatement: An employee returning from child care leave shall be reinstated in a position the employee is qualified unless previously discharged or laid off.

Subd. 7. Failure to Return: Failure of the employee to return by the date determined

under this section shall constitute grounds for termination unless the School Board and the employee mutually agree in writing to an extension in the leave.

Subd. 8. Group Insurance: An employee on child care leave, is eligible to participate in group insurance programs as governed by the Family & Medical Leave Act. The employee may continue health insurance coverage beyond the Family & Medical Leave Act at their own expense while on child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

Subd. 9. Use of Sick Leave While on Child Care Leave: An employee on child care leave may use earned sick leave personal leave or floating holiday accrued for the period of time under the Family Medical Leave Act.

Subd. 10. Salary and Fringe Benefits: Leave under this section beyond the use of accrued sick/personal leave, shall be without pay.

SECTION 6. PERSONAL LEAVE: Any full-time employee who works less than the full year shall receive 1 personal leave day at the discretion of the employee, and the leave can be accumulated to a maximum of two days, for situations that arise requiring the employee's personal attention to matters that cannot be attended to when school is not in session and which are not covered under other provisions of this contract. Full-time employees who have five plus (5+) years of continuous service shall receive two (2) personal leave days per year and the leave can be accumulated to a maximum of four (4) days. Request for a personal leave must be made in writing to the Food Service Director at least 2 days in advance, except in the event of an emergency. The request shall state the reason for the proposed leave. All leaves must have prior approval. Personal leave days may not be used for more than three (3) consecutive days with out special permission granted by the Superintendent.

It is intended by this section to provide a personal leave day for nine-month employees and it shall not cover part-time or full-time employees.

SECTION 7. SCHOOL CONFERENCE AND ACTIVITIES LEAVE: An employee will be granted school conference classroom activities leave in accordance with the current law.

ARTICLE 9—HOURS OF SERVICE

SECTION 1. BASIC WORKWEEK: The basic workweek shall consist of 35 hours. The basic workday shall consist of 7 hours, excluding a one-half hour noon lunch

period.

SECTION 2. BASIC WORK YEAR: The basic work year for employees shall be 177 days.

SECTION 3. SHIFTS AND STARTING TIME: All employees will be assigned starting time and shifts as determined by the school board.

SECTION 4. SCHOOL CLOSING: In the event of a late start, the food service employee shall work the student-contact hours applicable to the late-start school day. In the event of an early dismissal, the food service employee shall work the student-contact hours applicable to the early dismissal. On late start and early dismissal days the food service employee will be paid for their regular number of contracted hours.

In the case of school being closed for a flexible learning day, the food service employee will not be required to make up the first two (2) flexible learning days provided that the day(s) are not rescheduled. In the event that the day(s) are rescheduled, the food service employee shall perform regularly assigned duties, as the School District shall determine. In the event of any additional flexible learning days, the food service employee will have the option of **using a sick day, personal day, or floating holiday, reporting to work as scheduled, not making up the day (resulting in loss of pay) or making up the day at a time that is mutually agreeable to the food service employee and the building principals.** Documentation that the day has been made up must be provided to the District Office by June 15 of each year. Failure to make up work as agreed to will result in loss of pay.

SECTION 5. OVERTIME:

Subd. 1. An employee who is directed to work beyond the regular 35 hour week shall receive a minimum of one hour's pay.

Subd. 2. Overtime at the rate of time and one-half (1-1/2) shall be paid for work performed beyond the regular 35 hours per week.

Subd. 3. Overtime at the rate of time and one-half (1-1/2) shall be paid for any work performed on Saturdays, Sundays, and legal holidays.

Subd. 4. All overtime for employees, except in case of emergency, must be approved in advance by the **Food Service Director.**

ARTICLE 10—UNIFORMS

SECTION 1. The district will provide uniforms for each food service worker. Uniform allowance to be \$150 per each year of the contract.

ARTICLE 11—RETIREMENT

SECTION 1. Upon retirement from full-time employment at age fifty-five (55) or thereafter, or on retirement after 10 consecutive years of full-time employment in District 508, a cook shall be paid \$25 per day for each day of accumulated unused sick leave up to a maximum of 160 days. Upon retirement from part-time employment at age 55 or thereafter, or on retirement after 10 consecutive years of part-time employment in District 508, a cook shall be paid \$10 per day for each day of accumulated unused sick leave up to a maximum of 100 days.

SECTION 2. INSURANCE AFTER RETIREMENT: An employee qualifying under Article 11, Section 1, may remain in the district's health insurance plan at his/her own expense.

ARTICLE 12—JURY DUTY

SECTION 1. All unlicensed employees of school district 508 shall continue to receive their regular compensation when called for jury duty. A deduction shall be made equal to the compensation paid by the court to the employee, except for mileage and any meal allowance.

ARTICLE 13—GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE DEFINITION: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.

SECTION 2. REPRESENTATIVE: The employee, administrator, or board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

SECTION 3. DEFINITIONS AND INTERPRETATIONS:

Subd. 1. Extension: Time limits specified in this agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

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, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

SECTION 4. TIME LIMITATION AND WAIVER: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the business manager or designee, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within 20 days after the date the event giving rise to the grievance occurred. Failure to file any grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the business manager.

SECTION 5. ADJUSTMENTS OF GRIEVANCE: The board and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the business manager, or the [Human Resources Committee](#), shall give a written decision on the grievance to the parties involved within 10 days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the [Superintendent](#) thereof, provided such appeal is made in writing within 5 days after receipt of the decision in Level I. If a grievance is properly appealed to the [Superintendent](#), **the board shall set** a time to meet regarding the grievance **shall be set** within 15 days after receipt of the appeal. Within 10 days after the meeting, the [Superintendent](#) shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the [school board or sub-committee of the school board](#), provided such appeal is made in writing within 5 days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the board shall set a time to hear the grievance within 20 days after a receipt of the appeal. Within 20 days after the meeting, the board shall issue its decision in writing to the parties involved.

At the option of the board, a committee of representative(s) of the board may be designated by the board to hear the appeal at this level, and reports its finding and recommendations to the board. The board shall then render its decision.

SECTION 6. SCHOOL BOARD REVIEW: The board reserves the right to review any decision issued under Level I or Level II of this procedure provided the board or its representative notifies the parties of its intention to review within 10 days after the decision has been rendered. In the event the board reviews a grievance under this section, the board reserves the right to reverse or modify such decision.

SECTION 7. DENIAL OF GRIEVANCE: Failure by the board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

SECTION 8. ARBITRATION PROCEDURES: In the event that the employee and the board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the [Superintendent](#) within 10 days following the [receipt of the](#) decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 10 days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant to M.S. 179.70, subd. 4, providing such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree

upon an arbitrator within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

1. Upon appointment of the arbitrator, the appealing party shall within 5 days after notice of appointment forward to the arbitrator, with a copy to the board, the submission of the grievance which shall include the following:
 - a. The issues involved
 - b. Statement of the facts
 - c. Position of the grievance
 - d. The written documents relating to Section 5, Article 13 of the grievance procedure.
2. The school board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

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

Subd. 6. Decision: **The decision by the arbitrator shall be rendered within 30 days after the close of the hearing.** Decisions by the arbitrator in cases properly before her/him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA.

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

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or

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

ARTICLE 14—SENIORITY

SECTION 1. PROBATION PERIOD: The first 6 months of employment shall be considered a probationary period. Probationary employees must successfully complete 4 hours of food service training during the probationary period. Training dates, times and details will be communicated to probationary employees by the food service director. Failure to complete such training will be considered unsatisfactory completion of the probationary period. During such probationary period an employee shall have no recourse if discharged by the district and cannot bid on any job posting. Upon satisfactory completion of the probationary period, the employee shall be entitled to seniority standing from most recent date of hire by the district.

SECTION 2. DEFINITIONS:

Subd. 1. Seniority: Seniority shall be defined as the total length of service from most recent date of hire an employee has with the school district in all positions covered by this contract.

Subd. 2. Promotional Seniority: If an employee is assigned to a supervisory position with the school district, that employee will retain their bargaining unit/classification seniority at the time of their promotion for 24 months, but shall not earn additional seniority time.

Subd. 3. Loss of Seniority: Seniority shall be lost by any of the following:

1. Voluntary quit
2. Discharge

3. Failure to report for work within 7 working days of mailing notification of recall from lay-off
4. Lay-off for more than 24 months

SECTION 3. JOB OPENINGS:

Subd. 1. Posting: In the event of a job opening and/or a new position, said job opening and/or new position will be posted within 5 working days of event. The job shall be posted for a period of 5 working days. Bargaining unit members shall be given the opportunity to bid for job openings.

Subd. 2. Filling Vacancies: When a qualified employee bids from a position in the same or a lower classification, seniority will be the main factor in filling the vacancy. When an employee bids for a position in a higher classification the employer will fill the position with the most qualified employee from the unit, however, the district reserves the right to hire outside the unit if such an applicant is more qualified. Under any circumstances if qualifications are substantially equal, the district personnel director will give preference to the senior employee. An employee not given a position may request a written explanation.

The district will consult with the building head for input before making a decision on qualifications and the filling of a vacancy.

SECTION 4. SENIORITY LIST: The employer agrees to prepare and post a seniority list covering all employees in the classifications covered by this contract. The seniority list shall be prepared and posted every year. Unless a written and dated statement challenging the seniority standing of any employee is filed within 15 working days after the date the seniority list is posted, the seniority standing of the employees as shown on such seniority list shall be deemed to be correct. The [Saint Peter Food Service Organization](#) shall be furnished in January of each year a current list of employees in the [unit](#) showing their date of hire and position held. Upon request of the [elected leader](#), the seniority list shall be updated.

ARTICLE 15—STAFF REDUCTION

SECTION 1. NOTIFICATION: In the event lay-off becomes necessary the school district shall notify the union office and the employees involved at least thirty (30) calendar days in advance.

SECTION 2. ORDER OF LAY-OFF: Whenever, at the sole discretion of the board,

it is deemed appropriate to reduce the number of employees of the food service staff, the order of termination of employment shall be in the reverse order of employment, i.e., the last person employed (whether he or she be full or part-time) shall be first person to be terminated, provided other employees are qualified to do the work of the employee being laid off.

SECTION 3. RECALL: Employees of this unit who are terminated in the process of staff reduction shall be eligible for recall for a period of two years after the day of layoff to a position for which they are qualified by license. Reinstatement shall be in the inverse order of placement on leave. After 2 years 24 months, all recall or reinstatement rights shall cease.

SECTION 4. TIE-BREAKER: In the event that it is necessary to break a tie which results from the same date of initial, continuous employment for two or more members of this employee group, the job performance, as evaluated and documented by the school district, shall be used as the sole and final determining factor in breaking the tie.

SECTION 5. TEMPORARY LAY-OFF: This section does not apply in those cases where a lay-off is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of a utility, or damages from natural or unnatural disasters.

ARTICLE 16—PUBLIC OBLIGATION

SECTION 1. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the school district to the continuous and uninterrupted operation of the school is of paramount importance.

SECTION 2. The exclusive representative agrees, therefore, that during the term of this contract neither the exclusive representative nor any individual employee shall engage in any strike as defined by the PELRA. The parties agree that procedures affecting this article are provided for by the PELRA, and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE 17—DURATION

SECTION 1. TERM AND REOPENING NEGOTIATIONS: This agreement shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiation more than 90 days prior to the expiration of this agreement.

SECTION 2. EFFECT: This agreement constitutes the full and complete agreement between the board and exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with those provisions.

SECTION 3. FINALITY: Any matters relating to the terms and conditions of employment whether or not referred to in this agreement, shall not be open for negotiation during the term of this agreement.

SECTION 4. SEVERABILITY: The provisions of this agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this agreement or the application of any provision thereof.

IN WITNESS WHEREOF, The parties have executed this agreement as follows:

For Saint Peter Food Workers
Organization

For Independent School District 508

Food Service Representative

Charlie Potts
Board Chair

Food Service Representative

Kate Martens
Board Clerk

Board Approved:

**SAINT PETER PUBLIC SCHOOLS
Salary Schedule
Food Service Employees**

2023-2024 and 2024-2025

YEAR	STEP	UNASSIGNED	20 HOURS	45 HOURS	90 HOURS
2023-2024	1	16.48	18.66	18.81	19.01
	2	16.48	18.88	19.01	19.19
2024-2025	1	17.48	19.66	19.81	20.01
	2	17.48	19.88	20.01	20.19

- All employees indicate agreement to their step placement and years of service in the district as a part of the finalization of this agreement.

- Plus \$.10 per hour for completion of Service Safe Certification
- Plus 1 cleaning day with timesheet submitted
Head Cooks: lane and step plus \$2.00/hour for 2023-2024 and \$2.00/hour for 2024-2025
- Employees will be reimbursed for approved travel at the mileage allowed according to the School District policy
- Career Increment Schedule:
 - Career Increment 7 years = \$.10
 - Career Increment 8 years = \$.10
 - Career Increment 9+ years = \$.15
 - Career Increment 10+ years = \$.15
 - These amounts are cumulative with a total of \$0.50 per hour at 10+ years

ADDENDUM A FOOD SERVICE STIPEND PROGRAM

The Food Service Stipend Program is available to all employees who have reached the 90-hour classification. The program provides compensation based on the following:

1. A stipend will be paid during the [2023-2025](#) contract period for completion of courses that align with wellness goals set by the School Board. The wellness goals related to food service personnel are as follows:
 - a. Developing and implementing food service nutrition practices consistent with USDA dietary guidelines.
 - b. Improving food service health and safety.
 - c. Adopting food service meal planning practices designed to provide students with a variety of affordable, nutritious, and appealing foods that meet the health and safety needs of students.
 - d. Adopting meal planning practices designed to accommodate the religious, ethnic, and cultural diversity of the student body.
2. A course will consist of a minimum of two hours. Courses must receive prior approval of the food service director in order to qualify for the stipend program. Two one-hour sessions may be added together to meet the minimum course requirements.
3. Coursework must be completed outside of the regular contractual period.
4. Coursework applied to the "Food Service Stipend" may not be used for movement on the normal salary schedule.
5. Coursework applied to the "Food Service Stipend" must have the prior approval of the District Superintendent or the District Food Service Director.
6. "Food Service Stipend" payments will be based on the following schedule:
 - a. Four courses = \$200 stipend
 - b. Five courses = Additional \$50 stipend
 - c. Six courses = Additional \$50 stipend
 - d. Seven courses = Additional \$50 stipend
 - e. Eight courses = Additional \$50 stipend

7. Food service employees who fail to cancel training sessions after the deadline for cancellation will be responsible to reimburse the cost of registration for such training, provided that the district had paid the cost of registration. Exceptions to this rule will be for cancellation due to illness or emergencies on a case-by-case basis.



ADDENDUM

REGULAR BOARD MEETING Monday, September 18, 2023 SPCC-Governor's Room 6:30PM

VII. ACTION ITEMS

4. AGENDA ITEM #4

Subject: Consider Second/Final Reading of Revisions to the Policy Manual

Action: Requires a Motion

Background: The Policy Committee reviewed the following policies and have brought them forward for a second reading:

Policy 613 Graduation Requirements

Presentation: Superintendent Gronseth, Policy Committee

Options/Recommendation: I recommend approving these policies revisions.

613 GRADUATION REQUIREMENTS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Academic standard" means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, or the arts, or (2) a locally adopted expectation for student learning in health, the arts, career and technical education, or world languages.
- B. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.
- C. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.
- D. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.
- E. "English language learners" or "ELL" student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

IV. DISTRICT ASSESSMENT COORDINATOR

Darin Doherty shall be named the District Assessment Coordinator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. GRADUATION ASSESSMENT REQUIREMENTS

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

- A. Achievement and career and college readiness in mathematics, reading, and writing, as measured against 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 the need for postsecondary remediation and which facilitates the monitoring of students' continuous development of and growth in requisite knowledge and skills; analysis of students' progress and performance levels, identification of students' academic strengths and diagnosis of areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and determination of students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student based on analysis of students' progress and performance data; and
- B. Consistent with this paragraph and Minn. Stat. § 120B.125 (*see Policy 604, Section II.H.*), age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.
- C. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.
- D. Students meeting the state graduation requirements under this section must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.
- E. Students meeting the state graduation requirements under this section and who are students in grade 11 or 12 and who are identified as academically ready for a career or college are actively encouraged by the school district to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment to graduate from high school.
- F. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

VI. GRADUATION CREDIT REQUIREMENTS

Students must successfully complete, as determined by the school district, the following high school level credits for graduation:

- A. Four credits of language arts sufficient to satisfy all academic standards in English language arts;
- B. Four credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics;
- C. An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;
- D. Four credits of science, including at least: (a) one credit of biology; (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;

- E. Three and one-half credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;
- F. One credit in the arts sufficient to satisfy all of the state or local academic standards in the arts;
- G. One credit of Physical Education sufficient to satisfy all of the state or local academic standards in Physical Education;
- H. One-half credit of Health sufficient to satisfy all of the state or local academic standards in Health; and
- I. A minimum of nine elective credits.
- J. Credit equivalencies
 - 1. A one-half credit of economics taught in a school's agriculture education or business department may fulfill a one-half credit in social studies under Paragraph E., above, if the credit is sufficient to satisfy all of the academic standards in economics.
 - 2. An agriculture science or career and technical education credit may fulfill the elective science credit required under Paragraph D., above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph D., above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph D., above.
- K. Students that earn a minimum of 2.0 credits in a state approved alternative program including Rock Bend ALC program, Credit Recovery, or ABE are eligible to waive the following credits and meet the requirements of graduation.
 - 1. One math credit may be waived. The state requirements are three credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics.
 - 2. One science credit may be waived. The state requirements are three credits of science, including at least: (1) one credit of biology; (b) one credit of chemistry or physics, and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;
 - 3. Two elective credits may be waived; a minimum of seven elective credits must be earned.

VII. GRADUATION STANDARDS REQUIREMENTS

- A. All students must demonstrate their understanding of the following academic standards:

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

VIII. EARLY GRADUATION

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

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

Legal References: Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)
Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.023 (Benchmarks)

Minn. Stat. § 120B.024 (Graduation Requirements; Course Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Involuntary Career Tracking Prohibited)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: Policy 104 (School District Mission Statement)
Policy 601 (School District Curriculum and Instruction Goals)
Policy 614 (School District Testing Plan and Procedure)
Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
Policy 616 (School District System Accountability)



ADDENDUM

REGULAR BOARD MEETING Monday, September 18, 2023 SPCC-Governor's Room 6:30PM

VIII. INFORMATION ITEMS

1. AGENDA ITEM #1

Subject: First Reading of Revisions to the Policy Manual

Background: The following policy was reviewed by the Policy Committee and brought forward for a first reading:

Policy 506 Student Discipline
Policy 601 School District Curriculum and Instructional Goals
Policy 604 Instructional Curriculum

Presentation: Superintendent Gronseth
Policy Committee

506 STUDENT DISCIPLINE

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district’s expectations for student conduct. Such compliance will enhance the school district’s ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child’s dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student’s educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes sections 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. DEFINITIONS

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1)

and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
 - 1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;
 - 2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
 - 3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to ~~correct or~~ restrain a student ~~to~~ prevent imminent bodily harm or death to the student or another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to ~~correct or~~ restrain a student ~~to~~ prevent imminent bodily harm or death to the student or another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student ~~to~~ prevent bodily harm or death to the student or another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the academic progress, behavior, and attendance of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE

Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

All students have the right:

- A. to an education and to learn.
- B. to feel safe and included.
- C. to think freely and ask questions

VII. STUDENT RESPONSIBILITIES

All students, as appropriate for their grade level and individual programs, have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others. (Section IV. Student Rights)

VIII. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
 - 2. The use of socially offensive language, or the possession of obscene materials;
 - 3. Gambling, including, but not limited to, playing a game of chance for monetary stakes;
 - 4. Violation of the school district's Hazing Prohibition Policy;
 - 5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
 - 6. (Violation of the school district's Student Attendance Policy)
 - 7. Opposition to authority using physical force or violence;
 - 8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
 - 9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
 - 10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
 - 11. Using, possessing, or distributing items or articles that are illegal or harmful to

- persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
 13. Violation of the school district's Weapons Policy;
 14. Violation of the school district's Violence Prevention Policy;
 15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
 16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
 17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
 18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
 19. Violation of any local, state, or federal law as appropriate;
 20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
 21. Violation of the school district's Internet Acceptable Use and Safety Policy;
 22. ~~Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy; Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;~~
 23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
 24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
 25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
 26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
 27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
 28. Possession or distribution of slanderous, libelous, or pornographic materials;
 29. Violation of the school district's Bullying Prohibition Policy;
 30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which

bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or

which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
 - 1. a student causes or is likely to cause serious physical harm to other students or staff;
 - 2. the student's parent or guardian specifically consents to the use of recess detention; or
 - 3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.
- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
- G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

VII X. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district [code of conduct](#), rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

VIII XI. REMOVAL OF STUDENTS FROM CLASS

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a

period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

C. Procedures for Removal of a Student From a Class.

1. A student will be removed from class only upon agreement of the appropriate teacher and Principal or Principal's designee resulting in an informal conference with the student. The decision to remove a student will ultimately be the responsibility of the Principal or Principal's designee. All attempts should be made to keep the student in class by redirecting, providing space, time, and positive reinforcement before seeking approval to remove the student.
2. Staff will attempt to follow the procedures above; however, a student can be removed without an informal conference if the student has or will create an immediate and substantial danger to himself/herself or to persons or property. The teacher will need to notify the office immediately for assistance or to let the office know the student has been removed.
3. The length of the removal is at the discretion of the principal or principal's designee after consultation with the teacher, subject to the provisions of Minn. Pupil Fair Dismissal Act.
4. All classroom removals are documented within each school. Major infractions will be documented in Infinite Campus.

D. Responsibility for and Custody of a Student Removed from Class.

1. Each building will have designated spaces for students to go to when removed from class. Upon approval from Principal or Principal's designee, the teacher will direct the student to the appropriate space.

2. The teacher will notify the appropriate support staff or principal if the student is on the way.
 3. The teacher will seek assistance from support staff or principal if the student needs to be supervised.
 4. Students will be directed to the appropriate space for a conference with support staff, principal or principal's designee.
 5. A student removed from class is the responsibility of the principal or principal's designee.
- E. Procedures for Return of a Student to a Class from Which the Student Was Removed.**
1. The principal or principal's designee will use PBIS strategies and restorative approaches to develop a readmission plan in addition to completing the necessary disciplinary consequences and appropriate documentation.
 2. The principal or principal's designee readmits the student pursuant to the readmission plan.
- F. Procedures for Notification.**
1. The principal or designee will determine the need for and method of notification to parent or guardian.
 2. The principal or principal's designee will work with the teacher to notify the student of the violation of the discipline rules, resulting disciplinary action, and readmission plan.
- G. Students with an Individual Education Plan (IEP)**
1. The principal or principal's designee will determine whether the student's removal from class requires a meeting to review the adequacy of the student's current IEP or whether there is need for further assessment. The principal or principal's designee is encouraged to consult with the superintendent and/or director of special education.
 2. The principal or principal's designee will notify the case manager of the removal from class, reason(s) for removal, and determine if there is a need for any IEP services or a need for an IEP meeting to be scheduled.
- H. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.**
1. Principal or principal's designee will notify support services personnel of any chemical abuse problems. Administration is encouraged to work with the school health staff throughout the process.
 2. Teachers with concerns of student(s) chemical abuse will notify principal, principal's designee or support services personnel of their concerns pursuant to Minnesota Statutes section 121A.29.
 - a. Establishment of a chemical abuse preassessment team pursuant to Minnesota Statutes section 121A.26;
 - b. Establishment of teacher reporting procedures to the chemical abuse preassessment team pursuant to Minnesota Statutes section 121A.29.
- I. Procedures for Immediate and Appropriate Interventions Tied to Violations of**

the Code of Student Conduct.

1. Principal or principal's designee will make the necessary arrangements with the appropriate staff for immediate interventions tied to the violation of the code of student conduct.
- J. **Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.**
1. The principal or designee will review the following:
 - a. Any procedures or services appropriate for encouraging early involvement of parents or guardians to improve the student's behavior;
 - b. Any procedures or services determined appropriate for encouraging early detection of behavioral problems should be discussed with the parent or guardians;
- K. **Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.**
1. Whether the student may need to be referred to the MTSS team for further interventions ties to increasing positive behaviors;
 2. The appropriateness of referring the student to the chemical abuse pre assessment team;
 3. The appropriateness of studying the student's behavior through a functional behavioral assessment.

IX XII. DISMISSAL

- A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative educational services-use nonexclusionary disciplinary policies and procedures before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:
1. Willful violation of any reasonable school board regulation, including those found in this policy;
 2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
 3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.
- C. **Disciplinary Dismissals Prohibited**

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
 - a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or
 - b. kindergarten through Grade 3.
2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2.
If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to

surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes section 120B.02, although in a different setting.
6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
 - a. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
 - b. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.
8. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference.

10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is

available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the

action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator ~~shall~~must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan ~~may~~must include measures to improve the student's behavior, ~~including which may include~~ completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan ~~must include reasonable attempts to obtain~~ parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a student-pupil, and each pupil withdrawal agreement within thirty (30) days of the ~~assault~~effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the ~~alternative educational services~~nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the ~~student-pupil~~ and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the ~~student's~~pupil's age, grade, gender, race, and special education status.

XV. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes section Ch. 13.

XVI. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's

conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XVII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and

6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XX. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Reasonable Force)
Minn. Stat. §§ 121A.60-121A.61 (Removal from Class)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (Area Learning Center Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (Enrollment in Nonresident District)
Minn. Stat. Ch. 125A (Students with Disabilities)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Court Act)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References: Policy 413 (Harassment and Violence)
Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
Policy 501 (School Weapons)
Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
Policy 503 (Student Attendance)
Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
Policy 514 (Bullying Prohibition Policy)
Policy 524 (Internet Acceptable Use and Safety Policy)
Policy 525 (Violence Prevention)
Policy 526 (Hazing Prohibition)
Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

Policy 610 (Field Trips)
Policy 709 (Student Transportation Safety Policy)
Policy 711 (Video Recording on School Buses)
Policy 712 (Video Surveillance Other Than on Buses)

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

~~[Note: Minn. Stat. § 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of Minn. Stat. § 120B.11.]~~

I. PURPOSE

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Academic Standards and federal law and are aligned with creating the world's best workforce.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish the "world's best workforce" in which all learning in the school district should be directed and for which all school district learners should be held accountable.

~~III. DEFINITIONS~~ III. DEFINITIONS

- A. "Academic standard" means a summary description of student learning in a required content area or elective content area.
- B. "Antiracist" means actively working to identify and eliminate racism in all forms in order to change policies, behaviors, and beliefs that perpetuate racist ideas and actions.
- C. "Benchmark" means 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.
- D. "Culturally sustaining" means integrating content and practices that infuse the culture and language of Black, Indigenous, and People of Color communities.
- E. "Curriculum" means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness.
- F. "Ethnic studies" as defined in Minnesota Statutes, section 120B.25, has the same meaning for purposes of this section. Ethnic studies curriculum may be integrated in existing curricular opportunities or provided through additional curricular offerings.
- G. "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.
- H. "Institutional racism" means structures, policies, and practices within and across

institutions that produce outcomes that disadvantage those who are Black, Indigenous, and People of Color.

I. “Instruction” means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements including applied and experiential learning.

J. “Performance measures” are measures to determine school district and school site progress in striving to create the world’s best workforce and must include at least the following:

1. the size of the academic achievement gap; rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options, including concurrent enrollment, other rigorous courses of study or industry certification courses or programs, and enrichment experiences by student subgroup;

2. student performance on the Minnesota Comprehensive Assessments;

3. high school graduation rates; and

4. career and college readiness under Minnesota Statutes, section 120B.30, subdivision 1.

K. “World’s best workforce” means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

[Note: Definitions B, D, F, and H are added to Minnesota Statutes 120B.11—the World’s Best Workforce law—effective August 1, 2023. The definitions apply to revisions to the World’s Best Workforce law regarding strategic plans; these revisions are effective “for all strategic plans reviewed and updated after June 30, 2024.

Because school districts may choose to implement the new definitions and the strategic plan revisions before June 30, 2024, MSBA includes the new definitions and revisions in Articles III and IV. A school district could choose to wait to adopt the new definitions and revisions with the understanding that they will be effective for all strategic plans reviewed and updated after June 30, 2024.]

~~A. “Academic standard” means a summary description of student learning in a required content area or elective content area.~~

~~B. “Benchmark” means 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. “Curriculum” means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness.~~

~~D. “Instruction” means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements.~~

E. ~~“Performance measures” are measures to determine school district and school site progress in striving to create the world’s best workforce and must include at least the following:~~

- ~~1. the size of the academic achievement gap and rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options, including concurrent enrollment, other rigorous courses of study or industry certification courses or programs, and enrichment experiences by student subgroup;~~
- ~~2. student performance on the Minnesota Comprehensive Assessments;~~
- ~~3. high school graduation rates; and~~
- ~~4. career and college readiness under Minn. Stat. § 120B.30, Subd. 1.~~

F. ~~“World’s best workforce” means striving to: meet school readiness goals; have all third-grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.~~

G. ~~“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.~~

IV. LONG-TERM STRATEGIC PLAN

A. The school board, at a public meeting, ~~shall~~**must** adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with creating the world’s best workforce and includes the following:

1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all student categories identified in **Minnesota Statutes, section 120B.35, subdivision 3, paragraph (b)(2). state and federal law;**

[Note: ~~MSBA/MASA Model Policy 601, Section IV.B. and MSBA/MASA Model Policy 616 address this requirement.]~~

- 2.

[Note: ~~Policy MSBA/MASA Model Policy 618 addresses this requirement.]~~

3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minn. Stat. § 123B.147, Subd. 3, students’ access to effective teachers who are members of populations under-represented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minn. Stat. § 120B.35, Subd. 3(b)(2), and teacher evaluations under Minn. Stat. § 122A.40, Subd. 8, or 122A.41, Subd. 5;

[Note: ~~Policy MSBA/MASA Model Policy 616 addresses this requirement.]~~

4. strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;

[Note: ~~MSBA/MASA Model Policy~~ 616 addresses this requirement.]

5. a process to examine the equitable distribution of teachers and strategies to ensure children in low-income families, children in families of People of Color, and children in American Indian families are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;
6. education effectiveness practices that
 - a. integrate high-quality instruction, technology, and curriculum that is rigorous, accurate, antiracist, and culturally sustaining;
 - b. ensure learning and work environments validate, affirm, embrace, and integrate cultural and community strengths for all students, families, and employees;
 - c. provide a collaborative professional culture that seeks to retain qualified, racially and ethnically diverse staff effective at working with diverse students while developing and supporting teacher quality, performance, and effectiveness; and
7. an annual budget for continuing to implement the school district plan; and
8. identifying a list of suggested and required materials, resources, sample curricula, and pedagogical skills for use in kindergarten through grade 12 that accurately reflect the diversity of the state of Minnesota.

B. The school district is not required to include information regarding literacy in a plan or report required under this section, except with regard to the academic achievement of English learners.

~~B. School district site and school site goals shall include the following:~~

- ~~1. All students will be required to demonstrate essential skills to effectively participate in lifelong learning.* These skills include the following:~~

~~***[*Note: The criteria for acceptable performance in basic skills areas may need to be modified for students with unique learning needs. These modifications will be reflected in the Individualized Education Program (IEP) or Rehabilitation Act Section 504 Accommodation plan.]***~~

- ~~a. reading, writing, speaking, listening, and viewing in the English language;~~
- ~~b. mathematical and scientific concepts;~~
- ~~c. locating, organizing, communicating, and evaluating information and developing methods of inquiry (i.e., problem solving);~~
- ~~d. creative and critical thinking, decision making, and study skills;~~

- e. ~~work readiness skills;~~
 - f. ~~global and cultural understanding.~~
2. ~~Each student will have the opportunity and will be expected to develop and apply essential knowledge that enables that student to:~~
- a. ~~live as a responsible, productive citizen and consumer within local, state, national, and global political, social, and economic systems;~~
 - b. ~~bring many perspectives, including historical, to contemporary issues;~~
 - c. ~~develop an appreciation and respect for democratic institutions;~~
 - d. ~~communicate and relate effectively in languages and with cultures other than the student's own;~~
 - e. ~~practice stewardship of the land, natural resources, and environment;~~
 - f. ~~use a variety of tools and technology to gather and use information, enhance learning, solve problems, and increase human productivity.~~
3. ~~Students will have the opportunity to develop creativity and self-expression through visual and verbal images, music, literature, world languages, movement, and the performing arts.~~
4. ~~School practices and instruction will be directed toward developing within each student a positive self-image and a sense of personal responsibility for:~~
- a. ~~establishing and achieving personal and career goals;~~
 - b. ~~adapting to change;~~
 - c. ~~leading a healthy and fulfilling life, both physically and mentally;~~
 - d. ~~living a life that will contribute to the well-being of society;~~
 - e. ~~becoming a self-directed learner;~~
 - f. ~~exercising ethical behavior.~~
5. ~~Students will be given the opportunity to acquire human relations skills necessary to:~~
- a. ~~appreciate, understand, and accept human diversity and interdependence;~~
 - b. ~~address human problems through team effort;~~
 - c. ~~resolve conflicts with and among others;~~
 - d. ~~function constructively within a family unit;~~
 - e. ~~promote a multicultural, gender-fair, disability-sensitive society.~~

~~**[Note: School district and site goals example courtesy of the Winona School District.]**~~

- C. Every child is reading at or above grade level every year, beginning in kindergarten, and multilingual learners and students receiving special education services are receiving support in achieving their individualized reading goals pursuant to Policy XXX (Reading and the Read Act)

~~Every child is reading at or above grade level no later than the end of grade 3, including English learners, and teachers provide comprehensive, scientifically based reading instruction, including a program or collection of instructional practices that is based on valid, replicable evidence showing that, when the programs or practices are used, students can be expected to achieve, at a minimum, satisfactory reading progress. The program or collection of practices must include, at a minimum, effective, balanced instruction in all five areas of reading (phonemic awareness, phonics, fluency, vocabulary development, and reading comprehension), as well as instructional strategies for continuously assessing, evaluating, and communicating the student's reading progress and needs.~~

- ~~1. The school district must identify, before the end of kindergarten, grade 1, and grade 2, all students who are not reading at grade level. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.~~
- ~~2. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.~~

~~**[Note: According to Minnesota statutes, dyslexia screening is to be conducted in a locally determined manner.]**~~

- ~~3. Reading assessments in English and in the predominant languages of district students, where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of English learners. The school district must use locally adopted, developmentally appropriate, and culturally responsive assessment and annually report summary assessment results to the Commissioner of Education by July 1.~~
- ~~4. The school district must annually report to the Commissioner of Education by July 1 a summary of the district's efforts to screen and identify students who demonstrate characteristics of dyslexia using screening tools such as those recommended by the Minnesota Department of Education's dyslexia specialist. With respect to students screened or identified under paragraph~~
 - ~~a. the report must include:~~
 - ~~i. a summary of the district's efforts to screen for dyslexia;~~
 - ~~ii. the number of students screened for that reporting year; and~~
 - ~~iii. the number of students demonstrating characteristics of dyslexia for that year.~~
- ~~5. A student identified as having a reading difficulty must be provided with alternate instruction under Minn. Stat. § 125A.56, Subd. 1.~~

- ~~6. At least annually, the school district must give the parent of each student who is not reading at or above grade level timely information about:~~
- ~~a. the student's reading proficiency as measured by a locally adopted assessment;~~
 - ~~b. reading-related services currently being provided to the student and the student's progress; and~~
 - ~~c. strategies for parents to use at home in helping their students succeed in becoming grade-level proficient in reading English and their native languages.~~

~~This provision may not be used to deny a student's right to a special education evaluation.~~

- ~~7. For each student who is not reading at or above grade level, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year. If a student does not read at or above grade level by the end of grade 3, the school district must continue to provide reading intervention until the student reads at grade level. Intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs. Intervention methods may include, but are not limited to, requiring attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended day programs, or programs that strengthen students' cultural connections.~~

~~**[Note: School districts are strongly encouraged, but not required, to provide personal learning plans, as provided in Paragraph 8.]**~~

~~8. The school district will provide a personal learning plan for a student who is unable to demonstrate grade-level proficiency, as measured by the statewide reading assessment in grade 3. The school district will determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school district will develop the personal learning plan in consultation with the student's parent or guardian. The personal learning plan will address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the school day, periodic assessments, and reasonable timelines. The personal learning plan may include grade retention if it is in the student's best interest. The student's school will maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an Individualized Education Program.~~

Legal References:

Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.12 (Reading Proficiently no Later than the End of Grade 3)
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required)
20 U.S.C. § 5801, *et seq.* (National Education Goals 2000)
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 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)

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

II. GENERAL STATEMENT OF POLICY

A. Instruction must be provided in at least the following subject areas:

1. ~~Language arts and~~ basic communication skills including reading and writing, literature, and fine arts;
2. ~~M~~mathematics and science;
3. ~~S~~social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
4. ~~H~~health and physical education;
5. The arts;
6. Career and technical education; and
7. World languages.

B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and all courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.

C. ~~Elementary and middle schools shall offer at least three, and require at least two, of the following four art areas: dance, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five art areas: media arts, dance, music, theater, and visual arts.~~

The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.

D. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.

E. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.

F. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.

G. The school district or charter school may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

III. REQUIRED ACADEMIC STANDARDS

A. The following subject areas are required for statewide accountability:

1. language arts;

2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;

3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;

4. social studies, including history, geography, economics, and government and citizenship that includes civics;

5. physical education;

6. health, for which locally developed academic standards apply; and

7. the arts.

B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

IV. PARENTAL CURRICULUM REVIEW

The school district shall have a procedure for a parent, 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 and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

V. CPR AND AED INSTRUCTION

The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

- A. In the school district’s discretion, training and instruction may result in CPR certification.
- B. CPR and AED instruction must include CPR and AED training that have been developed:
 - 1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or
 - 2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. “Psychomotor skills” means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
- D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

[Note: If a school district requests resources, the Minnesota Resuscitation Consortium must provide them to the school district for instruction and training provided to students under this section.]

VI. COLLEGE AND CAREER PLANNING

- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students’ plans must:
 - 1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
 - 2. emphasize academic rigor and high expectations and inform the student, and the student’s parent or guardian if the student is a minor, of the student’s achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
 - 3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;
 - 4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
 - 5. help students access education and career options;
 - 6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused

courses and applied and experiential learning opportunities into strong academic content;

7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
 8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
 9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
- C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college-ready.
- D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.
- E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
- F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.
- ~~G. The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum for all students in that grade.~~
- ~~1. In the school district's discretion, training and instruction may result in CPR certification.~~

2. ~~CPR and AED instruction must include CPR and AED training that have been developed:~~
 - a. ~~by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or~~
 - b. ~~using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction.
"Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.~~
 3. ~~The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.~~
 4. ~~A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.~~
- H. ~~The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:~~
1. ~~provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as team work, collaboration, creativity, communication, critical thinking, and good work habits;~~
 2. ~~emphasize academic rigor and high expectations and inform the student and the student's parent or guardian, if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;~~
 3. ~~help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;~~
 4. ~~set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;~~
 5. ~~help students access education and career options;~~
 6. ~~integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;~~
 7. ~~help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;~~
 8. ~~help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied~~

and experiential learning opportunities; and

9. ~~be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.~~

~~The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.~~

~~Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college-ready.~~

~~When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.~~

~~If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.~~

[Note: Minn. Stat. § 120B.125 requires school districts to provide the services set forth in Section II.H. beginning in the 2013-2014 school year.]

- I. ~~A student enrolled in a public school must correctly answer at least 30 of 50 civics test questions. A school or district may record on a student's transcript that the student answered at least 30 of 50 civics test questions correctly.~~

1. ~~"Civics test questions" means 50 of the 100 questions that, as of January 1, 2015, United States citizenship and immigration services officers use to select the questions they pose to applicants for naturalization so the applicants can demonstrate their knowledge and understanding of the fundamentals of United States history and government, as required by federal law. The Learning Law and Democracy Foundation, in consultation with Minnesota civics teachers, must select by July 1 each year 50 of the 100 questions under this paragraph to serve as the state's civics test questions for the proximate school year and immediately transmit the 50 selected civics test questions to MDE and to the Legislative Coordinating Commission, which must post the 50 questions it receives on the Minnesota's Legacy website by August 1 of that year.~~

2. ~~A school or district may exempt a student with disabilities from this requirement if the student's IEP team determines the requirement is inappropriate and establishes an alternative requirement.~~

3. ~~A school or district may administer the civics test questions in a language other than English to students who qualify for English learner services.~~

4. ~~Schools and districts may administer civics test questions as part of the social studies curriculum.~~

~~5. A district must not prevent a student from graduating or deny a student a high school diploma for failing to correctly answer at least 30 of 50 civics test questions.~~

~~6. The school district cannot charge a fee related to this requirement.~~

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Involuntary Career Tracking Prohibited)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

Cross References: Policy 603 (Curriculum Development)
Policy 605 (Alternative Programs)