

Wrenshall Board of Education
Tuesday, December 10, 2024 6:15 PM Central

Wrenshall School Library Media Center
207 Pioneer Drive
Wrenshall, MN 55797

- Eric Ankrum: Present
- Misty Bergman: Present
- Mary Carlson: Present
- Ben Johnson: Present
- Alice Kloepfer: Present
- Nicole Krisak: Present

Present: 6.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adoption of Agenda
5. Regular Business
 - 5.a. Approval of Minutes
 - 5.b. Accept Business Office Report
 - 5.c. Approval of Consent Agenda including Schedule C Appointments
6. Informational Items
 - 6.a. Principal's Report
 - 6.b. Community Education Report
 - 6.c. American Indian Cultural Liaison Report
 - 6.d. Enrollment Report
 - 6.e. Superintendent's Report
 - 6.f. Board Director or Committee Reports
7. Action Items
 - 7.a. Certify Final Levy Pay 2025
 - 7.b. Accept Comprehensive Achievement and Civic Readiness Report
 - 7.c. Accept Minnesota Department of Education Technology Grant
 - 7.d. Community Education Fee Structure Updates
 - 7.e. Community Education Coordinator Contract
 - 7.f. Approve Superintendent Vacancy Posting
 - 7.g. Award Snow Removal Contract
 - 7.h. Policy Review Cycle
 - 7.h.1. Annual Policy Review
 - 7.h.2. New Policy Development
 - 7.i. Acceptance of Donations
 - 7.j. Hiring Requests
8. Future Meetings
9. Adjournment

Wrenshall ISD 100 Wrenshall Board of Education

Tuesday, December 10, 2024 - 6:15 PM

Wrenshall School Library Media Center

The regular business meeting of the Wrenshall Board of Education will immediately follow the Truth and Taxation Public Hearing at approximately 6:15 p.m. A public comment period will be held for all other topics not related to the annual property tax levy at 5:30 p.m. in the same location in accordance with Policy 206 and 206A.

1. Call to Order
Chairperson
2. Pledge of Allegiance
Chairperson
3. Roll Call
Chairperson
4. Adoption of Agenda
Chairperson
5. Regular Business

Chairperson

- a. Approval of Minutes
Chairperson
Approval of official minutes for the October 8 regular business meeting and the November 6 work session.
- b. Accept Business Office Report
Jeff Pesta
- c. Approval of Consent Agenda
Jeff Pesta
6. Informational Items

Chairperson

Regular Business

- a. Principal's Report
Michelle Blanchard
Optional Informational Principal's report.
- b. Community Education Report

Katie Beck

Optional Informational Report from the Community Education Coordinator.

c. American Indian Cultural Liaison Report

Kevin Kot

The application for American Indian Education aid from the Minnesota Department of Education was submitted on November 25.

d. Enrollment Report

Jeff Pesta

Monthly snapshot of current enrollment statistics

e. Superintendent's Report

Jeff Pesta

f. Board Director or Committee Reports

Chairperson

This is an opportunity for individual directors or committees to share information or reports with the full board.

7. Action Items

Chairperson

a. Certify Final Levy Pay 2025

Jeff Pesta

b. Accept Comprehensive Achievement and Civic Readiness Report

Michelle Blanchard

This report was presented at the required Public Hearing which preceded the meeting.

c. Accept Minnesota Department of Education Technology Grant

Ben Johnson

d. Community Education Fee Structure Updates

Michele Carlson and Katie Beck

e. Community Education Coordinator Contract

Jeff Pesta

f. Approve Superintendent Vacancy Posting

Misty Bergman

The Board may make edits to the posting draft prior to its release to job sites.

g. Award Snow Removal Contract

Jeff Pesta

The City of Wrenshall submitted the only qualifying bid for snow removal for this school year.

h. Policy Review Cycle

Mary Carlson

1. Annual Policy Review

Mary Carlson

Annual review of the 400 series policies. All recent legislative updates are reflected in proposed policy updates. The Board will continue to review one policy series per month until the entire policy book has been updated.

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2. New Policy Development

Mary Carlson

- i. Acceptance of Donations

Chairperson

- j. Hiring Requests

Jeff Pesta

8. Future Meetings

Chairperson

Confirm upcoming committee, work session, and business meeting dates.

9. Adjournment

Chairperson

Wrenshall Board of Education
Tuesday, November 12, 2024 6:00 PM Central

Wrenshall School Library Media Center
207 Pioneer Drive
Wrenshall, MN 55797

Eric Ankrum: Present
Misty Bergman: Present
Mary Carlson: Present
Ben Johnson: Present
Alice Kloepfer: Present
Nicole Krisak: Present
Present: 6.

1. Call to Order

The meeting was called to order by Chair Carlson at 6:01 p.m. John (Sandy) Dugan participated in the public comment period preceding the business meeting.

2. Pledge of Allegiance

3. Roll Call

All directors were present.

4. Adoption of Agenda

Motion to approve. This motion, made by Misty Bergman and seconded by Nicole Krisak, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

5. Regular Business

5.a. Approval of Minutes

Motion to approve official minutes as presented. This motion, made by Eric Ankrum and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

5.b. Accept Business Office Report

Motion to accept business report as presented. This motion, made by Ben Johnson and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

5.b.1. Fiscal Year 2024 Audit Presentation

Rob Ganschow from Wipfli, LLC presented the audit report.

5.c. Approval of Consent Agenda

Motion to approve. This motion, made by Misty Bergman and seconded by Eric Ankrum, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

6. Informational Items

6.a. Principal's Report

6.b. Community Education Report

6.c. American Indian Cultural Liaison Report

6.d. Enrollment Report

6.e. Superintendent's Report

The Request For Proposals for snow removal bids will close on November 15 with bid opening scheduled for November 18.

6.f. Board Director or Committee Reports

Motion to add Action Item 7.i. to consider approval of construction class projects. This motion, made by Mary Carlson and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

In addition to the PIE Committee report, the Building and Grounds Committee shared that the meeting scheduled for earlier in the day was postponed due to conflict with a local fire call. The Ad-Hoc Construction Class Protocol Committee led by Director Ankrum shared an update on behalf of teacher Chris Gustafson. Approval for two of the projects was added to the agenda as Action Item 7.i. The Technology Committee summarized the award of a \$47,810 MDE grant. The Meet and Confer Committee intends to schedule a meeting prior to the end of December.

7. Action Items

7.a. Accept Fiscal Year 2024 Independent Audit Report

Motion to accept the independent auditor's report. This motion, made by Nicole Krisak and seconded by Eric Ankrum, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

7.b. Canvas the School Board Election Results

Motion to introduce and approve the resolution to certify the election results to the Carlton County Auditor. This motion, made by Eric Ankrum and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice

Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

7.c. Resolution to Purchase Propane Bus

Introduce the resolution and motion to approve. This motion, made by Ben Johnson and seconded by Alice Kloepfer, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

7.d. Approve Finance and Human Resources Calendar for Fiscal Year 2025

Motion to approve the final calendar. This motion, made by Misty Bergman and seconded by Nicole Krisak, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

A Finance Committee meeting will be scheduled to set Fiscal Year 2026 budget assumptions prior to February.

7.e. Correspondence with Carlton Public Schools

Motion to approve correspondence. This motion, made by Misty Bergman and seconded by Nicole Krisak, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

A letter was composed during the meeting and signed by all six directors. A copy will be sent to the Carlton Board of Education via email and U.S. mail. The correspondence indicated that the current Wrenshall Board stands ready to meet regarding the topic of potential consolidation.

7.f. Policy Review Cycle

7.f.1. Annual Policy Review

Motion to approve as reviewed. This motion, made by Nicole Krisak and seconded by Eric Ankrum, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

7.f.2. New Policy Development

Motion to move Policy 902.1 to move to a third and final reading. This motion, made by Eric Ankrum and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

7.g. Acceptance of Donations

Motion to accept donation with gratitude. This motion, made by Eric Ankrum and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice

Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

7.h. Hiring Requests

Motion to approve. This motion, made by Misty Bergman and seconded by Nicole Krisak, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

7.i. Approve High School Construction Class Projects

Authorize the Superintendent to review and approve agreements for the high school construction class to engage in winter projects with non-profit housing agencies. This motion, made by Nicole Krisak and seconded by Eric Ankrum, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

The consensus of the Board during the committee report was to add an action item to the agenda to authorize the superintendent to potentially approve the projects with the non-profits to avoid delay and to pause any other projects for individuals until the committee can make a recommendation for a pre-approval protocol.

8. Future Meetings

The next Raptor Sports Cooperative Committee meeting will be November 19 at 5:30 p.m. in Carlton. The next work session will be December 4 and the next regular meeting will be December 10, immediately following the Truth and Taxation public hearing scheduled for 6:00 p.m. The World's Best Workforce public hearing will take place at 5:45 p.m. and the public comment period will be 5:30 p.m. on December 10.

9. Adjournment

Motion to adjourn. This motion, made by Nicole Krisak and seconded by Eric Ankrum, Carried.
Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

The meeting was adjourned by the Chair at 7:53 p.m.

Work Session
Wednesday, December 4, 2024 6:00 PM
Central

Wrenshall School Library Media Center
207 Pioneer Drive
Wrenshall, MN 55797

Eric Ankrum: Present
Misty Bergman: Present
Mary Carlson: Present
Ben Johnson: Present
Alice Kloepfer: Present
Nicole Krisak: Present
Present: 6.

1. Call to Order

The work session was called to order by Chair Carlson at 6:07 p.m.

2. Preview of Regular Meeting Agenda for December 10

2.a. Board Committee Reports

Technology Committee: Director Johnson provided background on the award notice for the MDE Tech Grant. He has been approved to begin placing hardware orders through the grant with the business manager.

Grants Committee: Director Johnson will be attending a Grants Conference on December 5 which requires a practical grant application during the workshop. The consensus of the Board was to support his efforts as part of the workshop.

Building and Grounds Committee: Director Ankrum reported that the committee met on November 19. They received a comprehensive update from Facilities Director Davey. All safety related inspections and responses were discussed including bleachers, lead in water testing, playgrounds, walkway concerns, outdoor scoreboard installation, eye wash stations, roof safety structures, protective gear orders, time and effort study, security cameras, and strategic use of the long-term facilities budget.

PIE: Director Bergman reported that the November 30th community Bingo and winter festival set a record for attendance.

3. Strategic Planning

3.a. Superintendent Evaluation

Chair Carlson provided an update that the evaluation survey tool had been accessed by all directors. The data from the survey will be compiled on time and a summary of the results will be provided to the public during an upcoming meeting.

3.b. Development of District Organizational Chart

3.b.1. Role of Committees Within The Organizational Chart

Extensive discussion revolved around the role of committees within the district organizational chart. The consensus of the Board was to formally acknowledge mandatory and high value committees at upcoming meetings utilizing the draft templates that were reviewed this evening. An updated committee list will be prepared by the Chair to support

the incoming Board Chair in determining committee assignments next year. Those assignments will occur at the January 6 organizational meeting.

3.b.2. Superintendent Posting

The consensus of the Board was to prepare a draft posting for a half-time superintendent for possible action on December 10. Extensive discussion occurred regarding options to support school administration during the second half of this school year as well as options for the upcoming school year. The consensus of the Board was to limit all administrative and administrative support positions to contracts which sunset on June 30, 2026 which will keep options for potential consolidation open.

3.b.3. Community Education Coordinator Evaluation and Contract

The Chair has delegated this contract negotiation to an ad-hoc committee consisting of Directors Bergman and Carlson. Incoming Director Laveau will attend the public meeting as an observer. The goal of the committee is to reach a tentative agreement for approval on December 10.

3.b.4. Assistant Business Manager Evaluation and Contract

The Chair has assigned an ad-hoc committee of Directors Kloepfer, Ankrum, and Krisak to engage in negotiations with Beth Peterson for a promotion to Business Manager. The goal is to reach a tentative agreement prior to the seating of the new Board if possible. If more time is needed, the committee assignments will be updated during the January 6 organizational meeting.

3.c. Analysis of Career and Technical Education Processes and Procedures

The Superintendent will continue to attempt to collect necessary documentation for Board approval of Winter Construction Class projects. The Board held an extensive conversation about proposed options for a future Board approval protocol. The consensus of the Board was to eventually consider all three options presented over a reasonable period of time. Director Ankrum will continue with his delegated task of leading an ad-hoc committee to develop one of the preferred options prior to the Spring projects being scheduled.

4. Adjournment

The meeting was adjourned at 8:58 p.m.

Wrenshall School ISD #100
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General Fund	\$111,070.73
02	Food Services Fund	\$9,982.62
03	Transportation (Sub of 01)	\$13,510.51
04	Community Service	\$1,331.90
05	Capital Outlay (Sub of 01)	\$6,638.16
21	Student Activities	\$269.02
Report Total		\$142,802.94

Wrenshall School ISD #100
Receipt Listing Report with Detail by Deposit
Fund Summary

Fund	Total
01	\$179,588.53
02	\$27,508.86
04	\$7,511.57
07	\$18,707.13
Report Total	\$233,316.09

Wrenshall School ISD #100
Exp/Rev Summary - Fd
Period Ending November 30, 2024

Sequence: L, Fd

Description		Adopted25 Annual Budget	Period 202505	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
E	Expenditure							
01	General Fund	4,697,696.00	408,349.90	1,470,662.85	31%	6,999.34	31%	3,220,033.81
02	Food Services Fund	185,838.00	18,429.32	65,568.32	35%	0.00	35%	120,269.68
03	Transportation (Sub of 01)	416,410.00	37,902.83	124,690.01	30%	140,975.90	64%	150,744.09
04	Community Service	247,317.00	15,071.97	58,022.50	23%	0.00	23%	189,294.50
05	Capital Outlay (Sub of 01)	159,232.00	1,638.16	119,226.38	75%	2,965.24	77%	37,040.38
07	Debt Redemption Fund	943,770.00	0.00	159,860.00	17%	0.00	17%	783,910.00
21	Student Activities	0.00	269.02	16,978.58	0%	0.00	0%	(16,978.58)
E	Expenditure	6,650,263.00	481,661.20	2,015,008.64	30%	150,940.48	33%	4,484,313.88
R	Revenue							
01	General Fund	(4,898,170.00)	(184,804.59)	(1,780,000.77)	36%	0.00	36%	(3,118,169.23)
02	Food Services Fund	(201,100.00)	(27,406.23)	(45,977.20)	23%	0.00	23%	(155,122.80)
03	Transportation (Sub of 01)	(233,582.00)	0.00	0.00	0%	0.00	0%	(233,582.00)
04	Community Service	(268,752.00)	(7,511.57)	(49,109.26)	18%	0.00	18%	(219,642.74)
05	Capital Outlay (Sub of 01)	(131,776.00)	0.00	0.00	0%	0.00	0%	(131,776.00)
07	Debt Redemption Fund	(986,897.00)	(18,707.13)	(87,932.04)	9%	0.00	9%	(898,964.96)
21	Student Activities	0.00	0.00	(2,114.74)	0%	0.00	0%	2,114.74
R	Revenue	(6,720,277.00)	(238,429.52)	(1,965,134.01)	29%	0.00	29%	(4,755,142.99)
	Report Totals:	(70,014.00)	243,231.68	49,874.63	(71%)	150,940.48	(287%)	(270,829.11)

	Adopted FY25			FY25 Estimated			
	Revenues	Expenses	Surplus (Deficit)	Revenues	Expenses	Surplus (Deficit)	
General Fund							
Fund 1 General	4,898,170	4,697,696	200,474	5,289,120	4,920,059	369,061	
Fund 3 Transportation	233,582	416,410	(182,828)	233,582	457,813	(224,231)	
Fund 5 Capital Expenditures	131,776	159,232	(27,456)	131,776	178,297	(46,521)	
Total General Fund	5,263,528	5,273,338	(9,810)	5,654,478	5,556,169	98,310	1.77%
Food Service Fund	201,100	185,838	15,262	201,100	190,898	10,202	
Community Service Fund	268,752	247,317	21,435	268,752	247,317	21,435	
Debt Service Fund	986,897	943,770	43,127	986,897	943,770	43,127	
	6,720,277	6,650,263	70,014	7,111,227	6,938,154	173,074	2.49%
Net Change in Surplus (Deficit)				390,950	287,891	103,060	

Changes:

Revenues

Fund 1

001 Levies			
019 Misc. County Tax Rev			
021 Tuition from MN Districts			
022 Re Fr MN D For Sped Salary			
031 Tuition from out of state dist (student no longer enrolled)			
050 Gate Receipts			
071 MA	(5,000)		
092 Interest earnings	(10,000)		
098 Participation Fees			
099 Misc. Rev, Donations			
201 Endowment Fund			
211 Gen Ed Aid	(250,000)	25 kids	
227 Abatement			
360 Sped			
400 Fed Aids & Grants	5,806	419,420,422	
401 Title ESEA	7,678	401	
405 Flow thru - Perkins			
500 REAP	(13,857)		
625 Insurance Recovery	(83,577)		
American Indian Education	(42,000)		(390,950)

Fund 2

300 State Lunch			
471 Federal Lunch			
472 Federal F/R			
601 Lunch Sales			
319 State Breakfast			
471 Supply Chain Assistance			
476 Federal Breakfast			0

Fund 3

211 Gen Ed Aid- Transportation			0
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Fund 4

001 Levies			
050 Fees			
227 Abatement			
229 Disparity Reduction			
234 Homestead Market Value			
300 Pathways			
369 Misc State Rev (Wrens Club)			0

Fund 5

001 Levies			
211 Gen Ed Aid			0

Fund 7

001 Levies			
229 Disparity Reduction			

234 Homestead Market Value
 258 Reduced Assessment
 317 LTFM Aid 0

Total increase/ (decrease) 390,950

Expenses

Fund 1

1%,2% Wages & Benefits 76,060
 Para/Sped Teacher savings (15,000)
 303 Fed Subaward <\$25,000
 305 Consulting Fees/Services 5,000 Website/Citon
 311 Prof & Tech Services 1,505 Audit Increase
 313 Comp & Tech Services
 315 Repairs & Maint- Computer/Tech
 319 Other Services- Booster Club
 320 Communications Serv
 329 Postage & Expenses (images)
 340 Property Insurance
 341 Liability Insurance 13,148
 350 Repairs & Maint- Maintenance 84,650
 352 Constserv Building (per mar)
 363 Snow removal
 366 Travel
 369 Entry Fees/Student Travel
 391 Reimbursement to MN Districts
 394 To Non-Ed Agency
 396,397 Sped Sal Pur From Other Districts
 401 General Supplies 21,000 American Indian Ed Expenses (Salary is included above)
 405 Non-Instructional Software
 406 Instructional Software
 430 Instructional Supplies
 440 Fuel for Buildings
 455,456 Inst & Non-Inst Tech Supplies
 461 Standardized Tests (ACT)
 465 Non-Inst Tech Devices
 490 Food
 530 Equipment
 535 Capital Leases
 555 Tech Equip- School Admin
 740 Loan Interest
 820 Dues/Membership/License
 Raptors 36,000 Wages removed 222,363

Fund 2

1%,2% Wages & Benefits 5,060
 350 Repairs/Maintenance
 495 Milk
 490 Food- Supply Chain Assistance 5,060

Fund 3

1%,2% Wages & Benefits 20,177 *Transportation Aid, Lead Bus driver
 305 Consulting 1,226
 320 Communication Services
 340 Property Insurance
 359 Physicals/Drug Testing
 363 Snow Removal
 548 Van Purchase
 532 Bus Equip- Purchased
 580 Bus Lease 20,000
 581 Bus Lease- Interest 41,403

Fund 4

1%,2% Wages & Benefits
 305 Consulting Fees
 319 Community Ed Instructor Fee
 329 Postage
 365 Wrens Club Charge Back
 366 Travel
 369 Entry Fees
 401 Supplies

405 Non-Instructional Software		
430 Instructional Supplies		
461 Early Childhood Assessments		
465 Non Instr. Tech Devices (ipad)		
490 Food		
820 Dues & Memberships		0

Fund 5

305 Consulting/Contracted Services	1,850	Bleacher Inspection	
311 Prof & Tech Services	4,215	Server Backups	
314 ARCC			
350 Repairs & Maintenance			
401 Supplies			
406 Instructional Software			
460 Curriculum	13,000		
520 Building Construction			
522 Building Improvements			
530 Equipment- Operations			
535 Capital Leases			
560 Principal LT Tech Leases			
580 Lease Principal			19,065

Fund 7

710 Bond Redemption			
720 Bond Interest			0

Total Increase	<u>287,891</u>		
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Net increase (decrease)	<u><u>103,060</u></u>		
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Independent School District #100
207 Pioneer Drive
Wrenshall, MN 55797-9000
Telephone: 218-384-4274
FAX: 218-384-4293

WRENSHALL PUBLIC SCHOOLS

Superintendent-Jeff Pesta, Ed.D
Principal-Michelle Blanchard

11/19/24

24-25 Schedule C/Advisory Roles

- Denise North-Knowledge Bowl
- Chloe Swanson- 3 Act Play, NHS Advisor,GSA Advisor,
Homecoming Advisor, Library Club
- Ted Conover-GSA advisor
- Kaylee Krogstad-NHS Advisor, Student Council
- John Peterson- 11th Grade Advisor
- Aaron Lattu- 11th Grade Advisor
- Kris Anderson-10th Grade class advisor
- Michelle Blanchard-Math and Reading Corps-Internal Coach,
Senior Class Advisor

A small school where WE cultivate big futures.



Wrenshull Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

December 10, 2024

Consent Agenda

- *Any Director may request to remove any item from this consent agenda and place it on the regular meeting agenda for individual consideration.*

Appointments:

1. Ayden Berglind, Grade 4 Custodian, 40 hours per week, effective November 19, 2024.

At-Will Agreements:

Change to Contract:

1. Julie Adkins, Assistant Cook, add up to 5 hours per week as a General Education Paraprofessional at \$17.40 per hour effective October 25, 2024.

Leave of Absence Requests:

1. Kenny Mattinen, Elementary Teacher, Family and Medical Leave (FMLA), effective March 31 through May 30, 2024.
2. Danielle Arneson, School Nurse, Family and Medical Leave (FMLA), anticipated March 13 through June 3, 2024.

Resignations:

1. Kaila Hlava, General Education Paraprofessional, effective December 1, 2024,

Terminations:



WRENSHALL PUBLIC SCHOOLS

Superintendent-Jeff Pesta, Ed.D
Principal-Michelle Blanchard

Principal Report

12/10/24

- Safety Drills update: We have completed 3 Fire Drills and 2 Lockdown Drills
- I have been conducting round 1 evaluations for non-tenured teachers in the last few weeks.
- Behavior student support update
- Veterans Day Program very well attended
- Holiday Calendar for staff morale
- Holiday Program December 18th
- Anonymous donor donated hats and mittens again this year
- Food bag program- extra donation for Thanksgiving Break
- First Witness visited with K-6 classrooms
- Administrative support scenarios
- The National Honor Society conducted their tapping ceremony last Friday with 3 new students inducted.
- Raptors Basketball season is well underway
- The Loon Opera coming in February
- Thank Misty, Alice and Nicole for serving our community
- Thanks Josiah for jumping in feet first. Staff has appreciated his collaboration and consistent communication.

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Community Education Report
12/4/2024

Past Events:

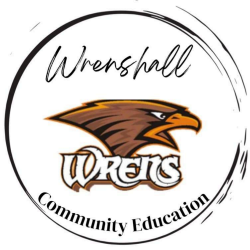
- Yoga for Flexibility, Strength, and Balance (ended on November 21st)
 - Tuesday/Thursday's 5:45 - 6:45 PM - Commons
- Community Education Advisory Council (CEAC) Meeting - 11/13 6:00 PM
 - Minutes posted
- Family open gym
 - 4 Families
- Lego Club
 - 27 K-2nd grade participants
- Winter Festival
 - Saturday November 30th
 - Highlights:

Current Programming:

- Dungeons and Dragons Club
 - Monday's 3:15-4:30 PM - Library
- Board & card game club
 - December 5th, 12th & 19th 3:05-4:30
- Planning for next year:
 - Wrens Club Kids Care - Summer Program
 - Hatchling/Little Wrens schedule
 - Wrens Club Kids Care - Before/After School/Wrap around 2025-26
- Northern outdoors club NOC - Keepsake Keychain/Ornament
 - Tuesday December 17th - 2nd - 6th Grade
 - After school - 4:30PM

In Process:

- Reading Program - Changing from power lunch
 - Need to follow up with Principal Blanchard
 - 2 Volunteers so far!
 - Partnering with grades
- Training for Wrens Club Kids Care Staff - January
- Next CEAC Meeting - Thursday January 23rd 6:00 PM - Library
- Yoga for Flexibility, Strength, and Balance (January)



- Future in CE:
 - School documents & scheduling with rSchools
 - Registration for Preschool (Hatchling/Little Wrens) / Wrap around 2025-2026
 - Registration for Summer wrens club kids care 2025
 - Glow routine for homecoming (7-12 graders) - Feb
 - Pickleball
 - NOC Jan-April
 - Walking Club
 - Family Open gym nights
 - Lego Club Feb/March
 - Painting classes
 - ECFE Classes Feb-May 2025
 - Art Club - Spring
 - Family Ball with Carlton - Save the date - April 26th 2025

- School readiness/Wrens Club updates
 - Little Wrens - 16
 - Highlights:
 - Hatchlings - 13
 - Highlights:
 - Before/After School / Wrap around care - 25 & 10
 - Highlights: Looking for a new Child care coordinator,



Mission: Community Education is a new name for an old concept of using a community's human, physical, and financial resources to provide life-long learning and enrichment in education, recreation, social and cultural life to meet the challenging and growing needs of individuals and groups within that community.

CEAC Meeting Minutes November 13th, 2024 6:00 pm

Attendance: Katie, Michelle, Misty, Debbie, Betsy, Stacy, and Lisa

Old Business:

- Facilities: We are working on documents to put out there to rent our building.
- Recap of Programs/events: Flyer handed out with all of the current programs being offered that include Dungeons & Dragons Club, Yoga, Lego Club and open gym this Friday.

New Business:

- New Member Paperwork (packets): New packets that were filled with great documents, minutes from the last meeting, Statute on Community Education advisory councils, programs and fees, proposals, policy to review and newsletter. These are available to each member.
- Facilities document: Community Use of School Facilities policy 902.1 is up for review and approval by the board. Please read it and provide any feedback before the December 10th School Board meeting. Also will need to have a facilities rental agreement for each occasion that it is rented out and to who. Thoughts are to purchase an inflatable to host birthday parties, more to come on this.
- Youth Development Plan 2024-2025: There is a plan and it includes goals for 2024-2025. They would like to get 1-2 students to serve on the Community Education Advisory Committee, develop an

afterschool club that works on leadership skills for elementary students and provide opportunities in out of school time for students to engage in activities to explore different careers and hobbies.

❑ New rates being proposed for Preschool / Wrap around care. Program fees for Little Wrens and Hatchlings would be based on a sliding income and family size scale with full and monthly class fees based on categories A - E. Majority fall into the A & B categories currently. So for example for category A for Hatchlings, there would be a monthly fee of \$69, annually it would be \$625 or \$2.40/hr. Category C would be \$92 a month, \$825 annually or \$3.17/hr. Charts are available to see for each program. Current rates for Hatchlings is \$625 or \$2.40/hr. The current rates of tuition do not support the program costs. State statute requires a sliding scale for school readiness programs.

❑ Hatchlings extended time proposal

❑ New proposed time to give students more instructional time since we all know that three year olds take time Tuesday/Thursday 8:30-12:30, currently it ends at 11 am. They would also like to include 4 year olds to eliminate early morning Tuesday /Thursday wrap around care for 4 year old students through Wrens Club.

❑ Little Wrens ❑ Monday/Wednesday/Friday 8:30-3:00

❑ Wrap around Wrens Club ❑ 12:30-5:30 Wrap around care would decrease to Tuesday/Thursday afternoon. This would decrease the cost to consumers for child care. Proposed pricing for wrap around care would be \$10 per week (for students riding the bus to school and home) and \$50 for students staying later. (\$40 Wrens Club weekly rate + \$10)

❑ November Newsletters / information: Katie is putting out a monthly newsletter with current programs and meetings and what is coming soon so that they have something to look at in hand. It looks great and is very informative.



Youth Development Plan 2024-2025

According to Minnesota State Statute 124D.20, youth service revenue should be used to implement a youth development plan as part of Community Education.

Minnesota State Statute describes a youth service program as one that:

- Provides meaningful opportunities for youth to become involved in their community
- Develop individual capabilities
- Make career connections
- Seek support networks and services
- Become active citizens
- Address community needs

Wrenshall Community Education youth philosophy:

- Provide safe after school activities for our students
- Provide opportunities that assist our students to further personalize their learning during out of school time
- Teach children to be good stewards of the community
- Give Wrenshall students a voice in the issues in the community

Wrenshall Community Education Youth Development Plan includes four key components:

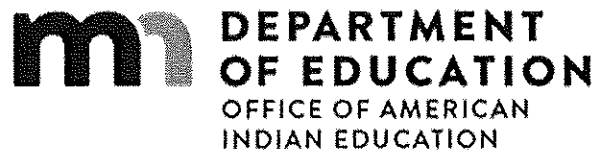
- Service learning and civic engagement
- Career exploration
- Leadership development
- Participation in activities that further students' pursuit of achievement

2024-2025 Goals:

Engage in activities that serve the Wrenshall School District.

- Get 1-2 Wrenshall students to serve on the Community Education Advisory Committee
- Develop an afterschool club that works on leadership skills for elementary students
- **Provide opportunities in out of school time for students to engage in activities to explore different careers and hobbies.**

- Through the offerings of after school clubs, provide artistic, analytical, cultural diversity, STEM, and human service activities.
- **Create leadership opportunities for Wrenshall youth to address the social issues that concern them.**
- Have CEAC youth members attend a school board meeting.
- Have Leadership club choose a civic organization to support financially or with donations.
- **Provide out of school time activities that allow students' to attempt new skills.**
- Offer non school day programs to engage students in new activities.
- Continue to offer after school clubs in a broad array of subjects.
- Manage the facility in a manner to allow both competitive and non- competitive students to have opportunities to be active.
- Employ Wrenshall high school students to allow for career exploration in education and child care fields.



American Indian Education Aid Application

School Year (SY) 2024-25 | Fiscal Year (FY) 2025

American Indian Education Aid

The American Indian Education Aid (AIEA) program is administered by the Minnesota Department of Education (MDE) and provides per-pupil funding to districts, charter schools, cooperatives, and Tribal contract schools that report a state American Indian student count of 20 or more on the October 1 MARSS (Minnesota Automated Reporting Student System) reporting deadline. Twenty American Indian students generate a base award of \$40,000, and each American Indian student beyond that generates an additional \$500.

Districts, charter schools, and Tribal contract schools that meet the 20-student threshold are eligible to receive AIEA. The [SY2024-25 American Indian Education Aid Program Eligibility](#) document is posted on our website which includes the state American Indian student count along with the maximum aid award that those students generate.

Please carefully review the American Indian Education Aid Program Guidance document located on the [American Indian Education Aid](#) webpage prior to completing this application. This document provides in-depth information about American Indian student counts, aid awards, aid distribution, and expenditures, as it will help to inform staff and American Indian Parent Advisory Committees (AIPACs) to collaborate on the required application narratives and budget.

The Application Overview

This application is comprised of three required sections. Incomplete applications will be returned for revision.

Section 1: Applicant Information

This section asks for pertinent information including the name and number of the district, charter school, cooperative, or Tribal contract school, the name and contact information for applicable staff, and the name and contact information for the AIPAC chairperson.

Section 2: The Program Plan

This affords applicants with the opportunity to provide a thorough narrative on the operations and goals of the American Indian Education program within the district, charter, cooperative, or Tribal contract school. This section is governed by six areas of focus found within [Minnesota Statutes 2023, section 124D.74, subdivision 1](#):

1. Support postsecondary preparation for American Indian pupils;
2. Support the academic achievement of American Indian pupils ;
3. Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils;
4. Provide positive reinforcement of the self-image of American Indian pupils;
5. Develop intercultural awareness among pupils, parents, and staff; and,
6. Supplement (not supplant) state and federal educational and co-curricular programs.

The six areas of focus must contain the details of the program(s) that are to be implemented. The bulk of the budget may not be funneled into just one of the areas of focus. There should be a balance between academic and cultural pursuits. The program details must align to Minnesota Statutes 2023, section 124D.81, subdivision 2, and must specifically address each of the following:

- a. Identify the measures that will be used to meet the requirements of Minnesota Statutes 2023, sections 124D.71-82.
- b. Identify the activities, methods and programs that will be implemented to meet the educational needs of American Indian students;
- c. Describe the district goals and objectives, and how those objectives will be achieved;
- d. Demonstrate that required and elective courses as structured do not have a discriminatory effect within the meaning of Minnesota Statutes 2023, section 124D.74, subdivision 5; and
- e. Describe how the program will be organized, staffed, coordinated, and monitored; and,
- f. Project expenditures for programs under Minnesota Statutes 2023, sections 124D.71-82 (see required supplements below).

New: American Indian Education Aid (AIEA) Program Plan Evaluation Rubric

This rubric is what AIPACs and districts will collaboratively use to design goals for their application/plan. The Office of American Indian Education will also use this rubric to provide feedback, request clarification, or ask for improvements on the application/plan. This document is located on the American Indian Education Aid webpage.

Section 3: The Certification Statement

This section is a signed declaration, affirming that all parties have reviewed the Office of American Indian Education's resources pertaining to AIEA, the program plan was created collaboratively and in full consultation with the AIPAC, and the AIPAC is afforded the opportunity to make suggestions, review data, and collaborate with staff on the goals, initiatives, and expenditures outlined within the application narrative. It requires the hand-written signatures of the superintendent or charter/tribal school director, the primary American Indian Education staff person, and the AIPAC chair.

New: Through the 2023 Minnesota Legislative Session, any district, charter school, cooperative, or Tribal contract school that has 100 or more state-identified American Indian students must have a dedicated American Indian Education coordinator and provide American Indian culture and language classes. If this is applicable to your district, charter school, cooperative, or Tribal contract school, please ensure it is filled out completely. For any additional questions, please email American Indian Education Aid (mde.aiea@state.mn.us).

Required Supplements

In addition to this application, participants are required to fill out and submit a budget worksheet and an AIPAC roster. Both items are available as separate downloads on the American Indian Education Aid webpage.

Applications that are submitted without both of these required items will not be accepted and will be returned for re-submission.

The Program Budget Worksheet

The budget worksheet is a downloadable excel workbook that must accompany the AIEA application at the time of submission, and it must align to the AIEA award estimate. It is formatted for ease of use. Budget worksheets must detail the projected expenditures that will support the activities and initiatives outlined within the program plan narrative, and it supports adherence to item “f” above.

Applicants that propose using 50% or more of AIEA on staff salaries must also fill out the Budget Supplement tab. See the salaries section of the American Indian Education Aid Program Guidance document for more information.

The AIPAC Roster

The AIPAC roster is a downloadable supplement that must accompany the AIEA application at the time of submission.

The Application Deadline

In order to afford participants more flexibility to collaborate with their AIPACs and write their program plans, the American Indian Education Aid Program uses a submission window.

All applications must be submitted **September 1–November 30**. Extensions beyond November 30 will not be granted.

Submit

Submit your completed application, your budget worksheet, and your AIPAC roster to [American Indian Education Aid](mailto:mde.aiea@state.mn.us) (mde.aiea@state.mn.us).

Applicant Information

District, Charter, or Tribal Contract School Information

District/Charter/Tribal Contract School Name: Wrenshall Public School

District/Charter/Tribal Contract School Number: Independent School District 100

Superintendent, Charter School, or Tribal Contract School Director

Name: Jeff Pesta

Email: jpesta@isd100.org

Telephone: (218)384-4274 X2003

American Indian Education Staff

Primary Staff Name: Kevin Kot

Email: kkot@isd100.org

Telephone: (218)384-4274 X2700

Secondary Staff Name: Michelle Blanchard

Email: mblanchard@isd100.org

Telephone: (218)384-4274 X2113

American Indian Parent Advisory Committee Chairperson

Name: Carol Kot

Email: kotcarol@gmail.com

Telephone: (218)565-0881

The SY2024-25 American Indian Education Program Plan

Area 1: Support Postsecondary Preparation for American Indian Pupils

Provide a program narrative for how the district will support postsecondary preparation for American Indian pupils. This narrative must address items a–e.

- a. Identify the measures that will be used to meet the requirements of Minnesota Statutes 2023, sections 124D.71-82;
- b. Identify the activities, methods and programs that will be implemented to meet the educational needs of American Indian students;
- c. Describe the district goals and objectives, and how those objectives will be achieved;
- d. Demonstrate that courses do not have a discriminatory effect within the meaning of Minnesota Statutes 2023, section 124D.74, subdivision 5; and,
- e. Describe how the program will be organized, staffed, coordinated and monitored.

Narrative:

The Wrenshall Public School, ISD 100 will ensure that 100% of our American Indian Students will receive an education that prepares them with the academic and technical skills needed for postsecondary education. All High School students will have access to the District's postsecondary support programming for College and Trades, as well as information about American Indian Scholarship opportunities.

Two scholarship informational meetings have been scheduled during school lunch periods. Family members are invited to attend these sessions. The Minnesota Office of Higher Learning and Fond du Lac Tribal Community College (FDLTCC) will serve as resources to inform our American Indian students about funding opportunities for postsecondary education. Wrenshall Schools will provide ongoing support for student involvement with the FDLTCC "Seek to Learn Academy." The high school instructional and guidance staff will host Indigenous professionals and trade workers to meet with students. These events will offer guidance and advice around navigating college and trade schools, including the guests sharing their own experiences.

Each student will be monitored on their academic and graduation credit requirements progress. The American Indian cultural liaison will meet frequently with the school principal, teachers, the student support group team, and the guidance counselor to identify students in need of academic support from the District. Six college visits, two career fairs, and one job fair are scheduled during this academic year. Registration documents and grade checks will be made to monitor and ensure maximum participation of eligible students. Student surveys will be utilized to collect feedback from participants. The results will provide structured reflection about the effectiveness of the programming and help improve future offerings.

Our postsecondary support programming will be overseen by the American Indian cultural liaison in partnership with the secondary guidance counselor, and the principal. The cultural liaison is a member of the American Indian Parent Advisory Committee (AIPAC) and has a standing report opportunity at each monthly meeting of the Board of Education. Our AIPAC has a homepage available on the District's website and the opportunity to submit information and stories to the District's monthly community newsletter.

Area 2: Support the Academic Achievement of American Indian Pupils

Provide a program narrative for how the district will support the academic achievement of American Indian students. This narrative must address items a–e.

- a. Identify the measures that will be used to meet the requirements of Minnesota Statutes 2023, sections 124D.71-82;
- b. Identify the activities, methods and programs that will be implemented to meet the educational needs of American Indian students;
- c. Describe the district goals and objectives, and how those objectives will be achieved;
- d. Demonstrate that courses do not have a discriminatory effect within the meaning of Minnesota Statutes 2023, section 124D.74, subdivision 5; and,
- e. Describe how the program will be organized, staffed, coordinated and monitored.

Narrative:

The American Indian cultural liaison will monitor, engage and develop relationships with students in grades PK-12. The liaison has access to the district's Infinite Campus student information system to help identify students utilizing similar at-risk data as the Check and Connect program uses focusing on academics, attendance and behavioral issues.

An incentive program to help support students' success in school grades 7-12 will be implemented and monitored at midquarter and at the end of each quarter utilizing academic performance data. Grade percentages will be utilized to help track improvement towards student academic success goals. The incentive system will also be aligned with Wrens Strong, the secondary school's positive behavior and supports program.

Students that improve from failing academic performance to above the 60% level for the midterm and end of quarter will earn an incentive award for use within in the school. All American Indian students with an end of quarter GPA of 2.50 or above will be able to choose a large tote bag or insulated water bottle or wild rice.

Quarterly data from the local administration of Measures of Academic Progress (MAP) will be reviewed for each student identified as previously not proficient in Math or Reading on the MAP. The data will be reviewed by a team consisting of administration, teachers, guidance counselor and the American Indian cultural liaison. Individual learning plans will be updated to guide student support efforts both in school and in the home.

The cultural liaison will oversee incentive programs, communicating weekly with the principal and reporting monthly to the AIPAC. The American Indian student resource room in school is available for students to access homework help, and a base of support for students in the general education setting. Healthy snacks and school supplies will be available to create protective factors toward success in the school setting. A sign-in sheet is maintained to track students that use the resource room.

The District will be joining the "Dream Catchers Project". The goal is to bring an equity lens to special education for our American Indian students and to encourage greater involvement in special education planning such as observations and the development of Individualized Education Programs (IEPs) Progress will be measured utilizing the yearly goal setting and self-evaluation that Dream Catcher training provides for district school

teams. The cultural liaison, special education staff and principal will be involved in developing and implementing yearly goals.

The secondary school will host a graduating Senior banquet for students and families. This event is intended to honor students with a drum ceremony and cultural gifts. A guest speaker will be invited. The Senior banquet will be planned and organized by the AIPAC, cultural liaison and school administration.

Area 3: Make Curriculum Relevant to the Needs, Interests, and Cultural Heritage of American Indian Pupils

Provide a program narrative for making curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils. This narrative must address items a–e.

- a. Identify the measures that will be used to meet the requirements of Minnesota Statutes 2023, sections 124D.71-82;
- b. Identify the activities, methods and programs that will be implemented to meet the educational needs of American Indian students;
- c. Describe the district goals and objectives, and how those objectives will be achieved;
- d. Demonstrate that courses do not have a discriminatory effect within the meaning of Minnesota Statutes 2023, section 124D.74, subdivision 5; and,
- e. Describe how the program will be organized, staffed, coordinated and monitored.

Narrative:

Book trunks targeting reading levels in grades K-12 will be assembled to impact reading skill development and cultural awareness. All books are intended to be checked out by American Indian students to use for reading assignments in classes. The goal is for students to begin reading relevant stories of interest which will help improve their reading proficiency. Instructional staff will be encouraged to borrow the books; however they are to be returned to the American Indian Education resource room. All books will be selected by utilizing Indigenous Education for all Native authored books recommendations.

Reading incentive programs will be offered for K-12 students. K- 5 students may choose a book to keep upon completion of reading five books from their list. Students in grades 7-12 will need to complete three leveled reading books from their list to receive a water bottle, tote bag or compact mirror. All American Indian students will have the opportunity to continue to read books through March, with each book read earning students an additional book coupon. The coupons will be worth two dollars toward the purchase of eligible books during biannual Book Fairs hosted by the Wrenshall School media center. To qualify for the coupon incentive, the student will need to write a summary about the book or share verbally what the book was about. The cultural liaison will oversee the incentive program.

The Wrenshall School will engage in a Sugar Bush project. The school will partner with the local community to access sugar maple trees near the school. Students will learn about traditional and modern day ways to tap trees, collect sap and boil down sap. The emphasis will be upon the cultural teachings, stories, and development of a curriculum for high school science. Students engaged in the Sugar Bush project will have the opportunity to earn course credit for participation. The purchase of a sap evaporator will be needed. The equipment will be stored in a locked shed on the school grounds.

Area 4: Provide Positive Reinforcement of the Self-Image of American Indian Pupils

Provide a program narrative for how the district will provide positive reinforcement of the self-image of American Indian pupils. This narrative must address items a-e.

- a. Identify the measures that will be used to meet the requirements of Minnesota Statutes 2023, sections 124D.71-82
- b. Identify the activities, methods and programs that will be implemented to meet the educational needs of American Indian students;
- c. Describe the district goals and objectives, and how those objectives will be achieved;
- d. Demonstrate that courses do not have a discriminatory effect within the meaning of Minnesota Statutes 2023, section 124D.74, subdivision 5; and,
- e. Describe how the program will be organized, staffed, coordinated and monitored.

Narrative:

A meaningful goal during this first year of American Indian education in the district will be the creation of a large American Indian themed mural. American Indian students will actively participate in the design and installation of the mural in a prominent area of the school such as the student commons. The purpose is to utilize participative art to develop a powerful sense of identity for our American Indian students within the school setting. Exit survey data will provide an opportunity to all students involved in the project to reflect and grow. The survey questions will focus on learning, involvement, and the feelings they experienced through participation. Students will assess how their American Indian and other peers reacted to the mural and utilize that qualitative information to help identify future art or cultural projects.

Bilingual signage that includes Ojibwe, Dakota and English will be installed in the school to identify restrooms, lunchrooms, classrooms, and other shared areas in the school district. The act of naming places helps create a sense of belonging and a positive self-image for our Ojibwe/ Dakota students. Local field trips will be planned in the area to orient Ojibwe and Dakota students to local history. Participation in corresponding current cultural events in the region will also foster a sense of connection to where they live.

A shadow puppet box will be created and incorporated into traditional winter storytelling for grade school students. The puppetry can be adapted to tell non-traditional stories helping reinforce positive behaviors. The goal is to continue exposing both American Indian and non-American Indian students to Indigenous culture and stories. Local American Indian authors will be invited to share their books with our Elementary students. The cultural liaison and staff will help to achieve these initiatives.

Each planned event and activity will have an exit survey for participants to share what they have learned. The survey will guide them in comparing their previous knowledge or perceptions to the new experience, including suggestions about future events.

Area 5: Develop Intercultural Awareness Among Pupils, Parents, and Staff

Please provide a program narrative explaining how the district will develop intercultural awareness among pupils, parents, and staff. This narrative must address items a–e.

- a. Identify the measures that will be used to meet the requirements of Minnesota Statutes 2023, sections 124D.71-82;
- b. Identify the activities, methods and programs that will be implemented to meet the educational needs of American Indian students;
- c. Describe the district goals and objectives, and how those objectives will be achieved;
- d. Demonstrate that courses do not have a discriminatory effect within the meaning of Minnesota Statutes 2023, section 124D.74, subdivision 5; and,
- e. Describe how the program will be organized, staffed, coordinated and monitored.

Narrative:

As this is the first year having a program, a community feast, ceremony, and drum and social gathering is planned to bring together Fond du Lac tribal leaders and elders, MDE Indian Education Director and staff, Wrenshall school board directors, school administration, school staff, American Indian students and their family members. The goal is to begin to build relationships with Fond du Lac community leaders, Wrenshall community and students.

Educator Dan Ninham has been engaged to teach Indigenous games and bring cross cultural awareness to students through regular physical education courses.

AIPAC members, students and two staff members have expressed interest in attending the Minnesota Indian Education Association (MIEA) annual conference. The goal is to broaden the awareness of attendees about issues and to learn more about American Indian education across Minnesota. Upon their return, those attendees can positively influence our district and support our American Indian Students' academic and cultural journey. Exit surveys from the conference attendees will inform our AIPAC monthly meeting discussions.

The District will make space available with no fee through its facility use policy for the community to make regalia for pow wows and ribbon skirts. These events may also become part of the Community Education enrichment programs. The goal is to generate cross-cultural understanding and to fill a current void for available spaces and relevant programs. The cultural liaison and AIPAC will organize family night activities. After school cultural arts programs for students and families will be planned for each month. Food will be provided to add value for participants and build community. Some of the family nights cultural activities planned are ribbon skirts and ribbon shirt making, beading, asemaa teachings tied to making asemaa pouches, Spring plant gathering walks to make kinnikinnick mixture, and medicine to make salve. Additional family night plans in development are hand drum making, snow snakes, and Indigenous foods making nights.

Exit surveys will be collected to include gathering suggestions for future offerings. The cultural liaison and AIPAC members will plan and organize the after school cultural arts programs.

The cultural liaison is a resource for teachers by introducing Native content into their classrooms. Teachers are primarily responsible for the inclusion of cultural content in their own lesson plans. The liaison will serve as a supportive resource and can be utilized as guest speaker in classes.

Area 6: Supplement (not supplant) State and Federal Educational and Co-curricular Programs

Please provide a program narrative for how the initiatives outlined in program areas 1–5 will supplement (not supplant) state and federal educational and co-curricular programs, specific to American Indian students.

Narrative:

The new American Indian cultural liaison position's salary is funded with 50% of the State American Indian Aid. The remainder of any salary or benefits compensating the liaison are budgeted for within the District's general fund. The annual budget provides for all regular education programming. The intended use of state American Indian Education funding to support and not supplant District resources is clearly identified in the budget document submitted.

The Certification Statement

By physically signing below, you hereby certify that the American Indian Education Aid application components have been developed in **full collaboration with the district, charter school, or Tribal contract school's American Indian Parent Advisory Committee**, pursuant to Minnesota Statutes 2023, section 124D.78, and you attest that:

- All parties have reviewed the Office of American Indian Education's resources and Every Student Succeeds Act (ESSA) indicator data pertaining to American Indian Education Aid, and,
- All goals, narratives, and budgets were discussed in detail and agreed upon by all parties, and,
- All programming initiatives supplement, and do not supplant any state or federal educational or co-curricular programs.

AIPAC Must Indicate

- We have received our district/school Every Student Succeeds Act (ESSA) indicator data to assist in making data-driven decisions.
- We confirm this program plan clearly provides programming for state identified American Indian students only.

District Must Indicate

Any district or participating school that conducts American Indian education programs pursuant to Minnesota Statutes 2023, sections 124D.71-82 with 100 or more state-identified American Indian students are to have a coordinator dedicated to State Indian Education programming.

Minnesota Statutes 2023, section 124D.76, Dedicated American Indian Education Coordinator

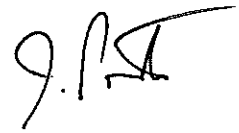
- Yes, we have 100 or more State identified American Indian students.
 - We have a dedicated American Indian Education Coordinator
 - We do not have a dedicated American Indian Education Coordinator
- No, we do not have 100 or more State identified American Indian students

Minnesota Statutes, section 124D.74, subdivision 7, American Indian culture and language classes if: (1) at least five percent of students are American Indian students; or (2) 100 or more students are American Indian students.

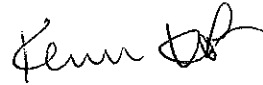
- Yes, we provide American Indian culture and language classes
 - K-6 grades
 - 7-12 grades
 - Other grades:
- No, we do not have at least five percent; or 100 or more American Indian students.

Signatures:


Superintendent or Charter/Tribal Contract School Director: Jeff Pesta 11/25/2024



Director of American Indian Education: Kevin Kot 11/25/24



American Indian Parent Advisory Committee Chair: Carol Kot 11/25/24



0100 WRENSHALL District207 PIONEER DRIVE, WRENSHALL, MN 55797-0068
Generated on 12/06/2024 07:06:04 AM Page 1 of 1**Student Enrollment Summary Report**

Effective Date: 12/06/2024 Enrollment Types: P, S, N

Total Race/Ethnicities: 5 of 7 Total Schools: 2

Race/Ethnicity Source: Federal Male/Female/Total: 172/172/344

Student Population by Race/Ethnicity and Grade Level (Male/Female/Total)**Wrenshall Elementary**

Grade	1:Hispanic/Latino	2:American Indian or Alaska Native	3:Asian	4:Black or African American	5:Native Hawaiian or Other Pacific Islander	6:White	7:Two or more races	Total
01	1/0/1	1/0/1	-	-	-	7/11/18	1/2/3	10/13/23
02	1/0/1	-	-	-	-	14/9/23	0/2/2	15/11/26
03	-	1/0/1	-	-	-	6/10/16	2/3/5	9/13/22
04	0/1/1	0/1/1	-	-	-	14/14/28	-	14/16/30
05	0/1/1	-	-	-	-	10/13/23	-	10/14/24
06	-	0/1/1	-	-	-	12/11/23	1/1/2	13/13/26
EC	-	-	-	-	-	4/1/5	-	4/1/5
KA	4/2/6	1/0/1	-	-	-	9/14/23	-	14/16/30
All Grades	6/4/10	3/2/5	-	-	-	76/83/159	4/8/12	89/97/186

Wrenshall High School

Grade	1:Hispanic/Latino	2:American Indian or Alaska Native	3:Asian	4:Black or African American	5:Native Hawaiian or Other Pacific Islander	6:White	7:Two or more races	Total
07	-	1/0/1	-	-	-	12/10/22	0/1/1	13/11/24
08	-	0/1/1	-	0/1/1	-	14/12/26	0/2/2	14/16/30
09	-	-	-	-	-	11/9/20	1/0/1	12/9/21
10	1/0/1	0/1/1	-	-	-	15/11/26	0/1/1	16/13/29
11	1/1/2	1/0/1	-	-	-	10/13/23	2/0/2	14/14/28
12	-	1/0/1	-	0/1/1	-	10/9/19	3/2/5	14/12/26
All Grades	2/1/3	3/2/5	-	0/2/2	-	72/64/136	6/6/12	83/75/158

Student Population Excluding White not of Hispanic Origin

School	Total	Percentage
Wrenshall Elementary	27	14.52%
Wrenshall High School	22	13.92%
Total	49	14.24%



Mission: To help bring school, community members, and businesses together to support Wrenshall School.

- 1) **Attendance Wednesday November 13th, 2024 5:30pm:** Ashley L., Misty, Renee, Jodi, Tricia and Katie B.
- 2) **Treasurer Report:** \$2,245.53
- 3) **Halloween Party Recap:** Deposited \$713. Everything went well, change time next year from 1-3pm to 11 am-1p.
- 4) **Fireman's Bingo, November 30th 6pm:**
 - a) XC Athletes would like to volunteer in exchange for donation of profits. Agreed to having a tip jar for them and also maybe giving 20% of profits depending on how many show up to help.
 - b) Katie will make a sign up genius form for the food stuff and Misty will make a google doc of supplies needed.
 - c) Make sure we get our money bag from the office. We should have 2 money boxes/bags for bingo.
- 5) **Table at Holiday Festival, November 30th 10am:**
 - a) Jodi will be there for sure and will be selling Poinsettias from Costco along with our Cards for a Cause boxes. Have PIE info and sign up sheet for PIE notifications.
- 6) **Cards for a Cause:** Ordered 15, have sold 5 already, will order 15 more for the holiday festival and bingo too.
- 7) **Holiday Grams:** 1 candy and 1 non-candy item, will sell December 2nd - 9th and prep them at the December 11th PIE meeting. Give them out to staff and students December 19th & 20th.
- 8) **Papa Murphy's Fundraiser:** Will try to get scheduled for January
- 9) **App to use for PIE group Communication:** More to come on this, we need a better way to communicate versus text messaging.
- 10) **President Role:** Discussion was had and Misty will take over the President role and Ashley L. will take the Secretary role at next meeting with a formal vote to make sure it is added to the minutes.
- 11) **Next meeting Dates:**
 - a) December 11th at 5:30 pm in the media center
 - b) January TBD

Watch for sign up for volunteering and items that are needed for Bingo

Respectfully submitted by Misty Bergman, Secretary Wrenshall PIE 11.18.2024

Nov 19, 2024 5:30 PM | Raptors Cooperative Meeting

Attendees: Donita, Sam, Ryan, Luara, Angela, Mary, Nicole, Ben

Notes:

- Raptors Sports Cooperative Pledge
 - Brent's idea. Most of the group agrees that it's a great idea to help ground us and keep the kids in focus. One person was uncomfortable with the idea, so the group decided to push this to the next meeting.
- Bussing Wrenshall Students to Open Skate at the Four Seasons
 - The Cooperative Committee is okay with the Wrenshall bus transporting the kids. If there is any additional cost it would need to go back to the coop committee for approval.
- Wrenshall Student Participation in CEC sports
 - Cloquet's AD currently is opposed.
 - It's too late to get nordic skiing setup for this year.
 - Overall, the group would like to see this issue be pushed a bit. First step is seeing if the number of students would push CEC into a different division.
 - Goal: Have some additional sports through CEC for Wrenshall students for next year.
- Fall Sport Financial Report
- Update Raptors Sports Cooperative Agreement

Action items

- Laura will let parents know that bussing is an option to four sessions using the Wrenshall cooperative practice bus. Waivers will need to be signed.
- Brent will slowly start working on CEC participation.
- December: Both Boards Vote on Raptors Sports Cooperative Agreement**

Nov 19, 2024 | [B&G Meeting](#)

Attendees: Josiah Davey, Ben Johnson, Alice Kloepfer, Eric Ankrum

Guests: Bill Dian

Topics for Discussion:

- Current staffing updates
 - One full time opening may be filled by current employee
 - One applicant for full time position: may offer substitute position
 - New schedule is going well
- “To-do” lists
 - Historical
 - Staff survey
 - Reassess for summer maintenance projects
 - Communication with new facilities manager has been well received.
 - Current
 - Doors
 - Minor issues have been addressed
 - Door magnets need some attention
 - Looking into grant opportunities for larger projects
 - Walking surfaces
 - Priority areas have been identified.
 - Temporary solutions being explored
 - Scope of work to be developed with intent of RFP’s ready for spring
 - Boilers
 - Heat exchangers needed thorough cleaning. Recommendation for at least semi-annual cleaning schedule
 - Electrical
 - Aging electrical infrastructure will need a plan for remediation soon.
 - Plumbing
 - Drinking Fountains in need of life cycle replacements
 - Facilities manager to update with more information
 - IEA Inspections
 - Bleachers
 - Wooden bleachers are no longer certified for use. Memo to be sent by facilities manager to AD and coaching staff.
 - Repair and/or replacement options being explored

- Minor maintenance needed on other bleachers. Facilities manager looking into more proactive maintenance schedule.
- Lead in Water
 - recommendations being investigated/implemented.
 - Possible grant opportunity being explored for further remediation
- Eyewash Stations
 - Chemicals removed from areas not needed.
 - Eyewash station requirements being verified before purchase/installation
- Playground
 - No known outstanding items
- Safety committee follow up items
 - Machine guarding
 - Roof fall protection
 -
- Facility assessment options
 - Discussed presentation from Widseth
 - Consensus was from the group to explore further, including networking opportunities at MSBA Leadership Conference in January
- LTFM Budget
 - Approximately 47% of unrestricted funds remaining for FY25
 - Focusing on electrical, plumbing and interior surfaces
- Other
 - School vehicle use for custodial errands
 - Agreed best practice
 - Need clarification on scheduling with transportation
 - Hilyard time and effort study
 - Move forward
 - 2 cameras at student parking lot entrance
 - Nearing completion, waiting on Cedar Island to finish installation
 - CTE walkway
 - Discussed temporary solutions including patchwork if weather allows, or at minimum high visibility marking of hazard until permanent repairs can be made in the spring
 - Football scoreboard
 - Quote received from Parson's
 - Fundraising still needs to be done

Next meeting: TBD

Minnesota Department of Education
 Levy Limitation and Certification Report
 2024 Payable 2025

District Number-Type: 0100-01
 District Name: Wrenshall Public School District
 Home County: Carlton County

Date Printed: 11/25/24
 Limits Updated: 11/20/24
 Certified Submitted: 11/25/24

	LIMIT	PROPOSED	CERTIFIED
SUBTOTALS BY LEVY CATEGORY			
GENERAL - RMV VOTER	0.00	0.00	0.00
GENERAL - RMV OTHER	344,841.44	344,841.44	344,841.44
GENERAL - NTC VOTER	0.00	0.00	0.00
GENERAL - NTC OTHER	218,844.18	218,844.18	218,844.18
COMMUNITY SERVICE - NTC OTHER	28,920.16	28,920.16	28,920.16
GENERAL DEBT - NTC VOTER	0.00	0.00	0.00
GENERAL DEBT - NTC OTHER	936,596.14	936,596.14	936,596.14
OPEB DEBT - NTC VOTER	0.00	0.00	0.00
OPEB DEBT - NTC OTHER	0.00	0.00	0.00
SUBTOTALS BY FUND			
GENERAL FUND	563,685.62	563,685.62	563,685.62
COMMUNITY SERVICES FUND	28,920.16	28,920.16	28,920.16
GENERAL DEBT SERVICE FUND	936,596.14	936,596.14	936,596.14
OPEB/PENSION DEBT SERVICE FUND	0.00	0.00	0.00
SUBTOTALS BY TAX BASE			
REFERENDUM MARKET VALUE	344,841.44	344,841.44	344,841.44
NET TAX CAPACITY	1,184,360.48	1,184,360.48	1,184,360.48
SUBTOTALS BY TRUTH IN TAXATION CATEGORY			
VOTER APPROVED	0.00	0.00	0.00
OTHER	1,529,201.92	1,529,201.92	1,529,201.92
TOTAL LEVY			
TOTAL LEVY	1,529,201.92	1,529,201.92	1,529,201.92

The school district must submit the completed original of this form to the home county auditor by December 28, 2024. A duplicate form must be submitted to Minnesota Department of Education, School Finance Division, 400 NE Stinson Blvd., Minneapolis, MN 55413, by January 7, 2025.

The certified levy listed above is the levy voted by the school board for taxes payable in 2025.

Signature of School Board Clerk _____

Date of Certification _____

Wrenshall Public School District No. 100

Debt Levy Verification for Taxes Payable 2025

Issue Type	Series	Principal	Interest	Total
Facilities Maintenance-H&S	2020A	425,000.00	214,347.50	639,347.50
Facilities Maintenance-DM	2021A	60,000.00	12,812.50	72,812.50
Abatement	2021B	40,000.00	7,600.00	47,600.00
Facilities Maintenance-H&S	2021B	120,000.00	62,450.00	182,450.00
Total		\$ 645,000.00	\$ 297,210.00	\$ 942,210.00

Summary By Issue Type	Principal & Interest	Required Debt Service Levy (105%)
Abatement	47,600.00	49,980.00
Facilities Maintenance-H&S	821,797.50	862,887.38
Facilities Maintenance-DM	72,812.50	76,453.13
Total	\$ 942,210.00	\$ 989,320.50



2023–24 World’s Best Workforce (WBWF) Annual Summary Report

Please use this template as an internal tool to gather information. Responses should be submitted electronically in the [Minnesota Education Grant System \(MEGS\)](#). You can copy your responses from this template into MEGS.

If your district or charter does not utilize ESEA funds and complete ESEA reporting within MEGS, please submit an electronic copy of this form to MDE.WorldsBestWorkForce@state.mn.us.

District or Charter Name: Wrenshall Public School

WBWF Contact: Michelle Blanchard

Title: Principal

Phone: 218 384-4274

Email: mblanchard@isd100.org

Annual Report

WBWF Requirement: For each school year, the school board must publish a report in the local newspaper, by mail or by electronic means on the district website.

Provide the direct website link to the district’s WBWF annual report. If a link is not available, describe how the district disseminates the report to stakeholders: www.isd100.org

Annual Public Meeting

These annual public meetings were to be held in the fall of each school year. *Report on this measure for the 2023–24 SY.*

WBWF Requirement: School boards are to hold an annual public meeting to communicate plans for the upcoming school year based on a review of goals, outcomes and strategies from the previous year. Stakeholders should be meaningfully involved, and this meeting is to occur separately from a regularly scheduled school board meeting.

Provide the date of the school board annual public meeting to review progress on the WBWF plan for the 2023-24 SY: [December 10th, 2024](#)

Goals and Results

All Students Ready for School

Does your district/charter enroll students in kindergarten? If no, you do not need to set a school readiness goal.

Goal	Result	Goal Status
<p>Provide the established SMART goal for the 2023–24 SY.</p> <p>The four-year-old School Readiness students will increase their average score on the Brigance III screener from 76.4 in the Fall of 2023 to 77.0 in the Spring of 2024.</p>	<p>Provide the result for the 2023–24 SY that directly ties back to the established goal.</p> <p>The average score on the Brigance III screener was 77.8 in the Spring of 2024.</p>	<p>Check one of the following:</p> <p><input type="checkbox"/> On Track (multi-year goal)</p> <p><input type="checkbox"/> Not On Track (multi-year goal)</p> <p><input checked="" type="checkbox"/> Goal Met (one-year goal)</p> <p><input type="checkbox"/> Goal Not Met (one-year goal)</p>

Close the Achievement Gap(s) Between Student Groups

Goal	Result	Goal Status
<p>Provide the established SMART goal for the 2023–24 SY.</p> <p>The percentage of all students qualifying for special education services and meeting enrollment criteria at Wrenshall School who are “on track” for success on all state accountability tests (MCA, MTAS) in math will increase from 31.18% to 31.80% in 2024 for grades 3-6. For grades 7-8 and 11, math will increase from 29.35% to 30.23 % in 2024.</p>	<p>Provide the result for the 2023–24 SY that directly ties back to the established goal.</p> <p>Elementary- increased to 33.3%</p> <p>High School- decreased 15%</p>	<p>Check one of the following:</p> <p><input type="checkbox"/> On Track (multi-year goal)</p> <p><input type="checkbox"/> Not On Track (multi-year goal)</p> <p><input type="checkbox"/> Goal Met (one-year goal)</p> <p><input checked="" type="checkbox"/> Goal Not Met (one-year goal)</p>

All Students Career and College-Ready by Graduation

Goal	Result	Goal Status
<p>Provide the established SMART goal for the 2023–24 SY.</p> <p>The average Spring of 2024 ACT scores for Wrenshall students in the Class of 2024 Cohort will be at or above the college readiness benchmark scores.</p>	<p>Provide the result for the 2023–24 SY that directly ties back to the established goal.</p> <p>English Benchmark-18 District-21.65</p> <p>Mathematics Benchmark-22 District-20.15</p> <p>Reading Benchmark-22 District-22.6</p> <p>Science Benchmark-23 District-20.65</p>	<p>Check one of the following:</p> <p><input type="checkbox"/> On Track (multi-year goal)</p> <p><input type="checkbox"/> Not On Track (multi-year goal)</p> <p><input type="checkbox"/> Goal Met (one-year goal)</p> <p><input checked="" type="checkbox"/> Goal Not Met (one-year goal)</p>

All Students Graduate

Does your district/charter enroll students in grade 12? If no, you do not need to set a graduation goal.

Goal	Result	Goal Status
<p>Provide the established SMART goal for the 2023–24 SY.</p> <p>All Wrenshall students will graduate within four years at a rate of 90%.</p>	<p>Provide the result for the 2023–24 SY that directly ties back to the established goal.</p> <p>The four-year graduation rate was 89.5%.</p>	<p>Check one of the following:</p> <p><input type="checkbox"/> On Track (multi-year goal)</p> <p><input type="checkbox"/> Not On Track (multi-year goal)</p> <p><input checked="" type="checkbox"/> Goal Met (one-year goal)</p> <p><input type="checkbox"/> Goal Not Met (one-year goal)</p>



Official Grant Award Notification

Grantee Information

Organization Name: Wrenshall School District

Address: 207 Pioneer Drive

City/State/ZIP+4: Wrenshall MN 55797-9000

Identified Official with Authority (IOWA) Name and Title: Jeff Pesta, Superintendent

IOWA Phone: 218-384-4274

IOWA Email: jpesta@isd100.org

Grant Program Contact Name: Benjamin Johnson

Grant Program Contact Phone: 218-260-7559

Grant Program Contact Email: bjohnson@isd100.org

Grant Business Manager or Accountant Name: Beth Peterson

Grant Business Manager Phone: 218-384-4274 ext 2001

Grant Business Manager Email: bpeterson@isd100.org

Grant Project Title: K-12 Computer Science Education Advancement Grants

Single Source

Competitive

Other

Funding Information

GMS NUMBER:

SWIFT Contract Number: 260504

SWIFT Vendor Number: 0000193791

Purchase Order Number: 35542

State Source Code Number: 01S370

Funding Source/Legislative Authority: Computer Science Education Advancement Act Minn. Stat. 120B.241

If using Federal funding, fill this section out. If not, leave blank.

Federal Awarding Agency Name:

Federal Award Number:

Federal Award Year:

Federal ALN Number:

Federal ALN Name:

Subrecipient Indirect Cost Rate:

(mark N/A if no indirect costs are included)

Research and Development? Yes or No

Unique Entity Identifier (UEI): EZMQF6RJYGJ1

Federal UFARS Finance Code Number:

(for school districts and charter schools only)

Award Period

Start Date: November 27, 2024

End Date: June 30, 2025

Continuation grant awards:

are an option

are not an option

Award Amount: \$47,810

MDE Authorized Representative

Name: Andrea Wilson Vazquez

Division: Academic Standards, Instruction,
Assessment

Phone: 651-582-8455

Email: andrea.wilsonvazquez@state.mn.us

MDE Grant Specialist

Name: Deb Rose

Division: Agency Finance

Phone: 651-582-8853

Email: debra.rose@state.mn.us

Terms of Acceptance

This award is made with respect to the terms and conditions of the application materials for the identified grant project under which the grantee has an approved application and has agreed to the assurances, which are incorporated by reference herein. These materials are referred to as the "Application" throughout this Official Grant Award Notification (OGAN). By accepting this award the grantee agrees to comply with all provisions of the award including all assurances and certifications made in the Application and all applicable state or federal statutes, regulations and guidelines. The grantee agrees to administer the program in accordance with the

approved Application, budget, timelines, and other supplemental information submitted in support of the approved Application. All terms not defined below are as set forth in the Application.

1. PURPOSE OF FUNDING/GRANT

The Minnesota Department of Education (MDE) makes funding available to Local Education Agencies (LEAs), or a consortium of LEAs, for the implementation of high-quality educator training and planning for K-12 expansion of computer science (CS) learning experiences. An LEA may not both apply individually and as part of a consortium of LEAs. This initiative aligns with the Minnesota Computer Science State Strategic Plan and aims to enhance K12 CS education across Minnesota by providing support for awareness building, district planning, and professional learning opportunities for educators. The primary goal of this grant is to support the expanded access of CS education to all K-12 students in Minnesota, particularly those from underrepresented groups, to support LEAs in developing a plan for expanding and sustaining equitable computer science, and to support educators in delivering high-quality computer science instruction. The grant supports professional development, resources, district planning, and other essential components to build a robust K-12 computer science education ecosystem within LEAs. Funding is available for both LEAs that are new to offering K-12 computer science learning experiences and LEAs that are expanding their existing computer science offerings. Applicants will identify their existing CS education offerings when applying

2. FINANCIAL REPORTING

Financial Reporting Forms (FRF) summarizing grant expenditures to date, shall be submitted in the form and manner prescribed by MDE, as follows:

- a) FRFs must be submitted at least quarterly and no more than monthly. FRFs should be submitted by the 15th of the month following the month or quarter for which reimbursement is requested.
 - FRF submitted by April 15th, for any expenses from January 1st - March 30th every year
 - FRF submitted by July 15th, for any expenses from April 1st - June 30th every year
 - FRF submitted by October 15th, for any expenses from July 1st - September 30th every year
 - FRF submitted by January 15th, for any expenses from October 1st - December 30th every year
- b) If this grant goes beyond the state fiscal year end date of June 30 or ends June 30 of that state fiscal year, all expenditures incurred through June 30 must be submitted by July 15 of that same state fiscal year.
- c) Expenditures incurred on or after July 1 must be submitted on a new and separate FRF.
- d) Reimbursement of approved expenditures will be made based on expenditures reported on the FRF. Reimbursement for expenditures deemed allowable, allocable and reasonable will be made within 30 days of receipt of a request. Payments are subject to review of supporting documentation, if requested. The state reserves the right to withhold payment for any reimbursement request deemed to be in question of being allowable, allocable and reasonable, or for which adequate supporting documentation does not exist.
- e) Reimbursement requests may be submitted no more frequently than once per month and no less frequently than quarterly unless otherwise stated in this OGAN.

- f) Grantees must track the grant budget and record expenditures and reimbursement payments separately from their other organization budgets.

3. FINANCIAL RECONCILIATION/MONITORING AND SUPPORTING DOCUMENTATION

- a) **A financial reconciliation or desk review** of reported expenditures to supporting documentation will occur at least once during the award period on grants that are at or exceed \$50,000. MDE will request supporting documentation for review and reconciliation of at least two (2) budget line item expenditures based on a financial reporting form (FRF) submitted by the grantee.
- b) In the event a **monitoring visit(s)** is required by MDE, the grantee shall cooperate with MDE and shall comply with MDE's request for documentation and other information, before, during and/or after the visit(s).
- c) Financial documentation to support expenditures incurred under this award must be maintained by the grantee and provided to MDE upon request.

4. FINAL PROGRAM AND FINANCIAL REPORTING

Final Program and Financial Reporting Forms are due by July 15, 2025. Final reporting may include, but is not limited to, the following items:

- a) A final program report summarizing activities completed, as requested by MDE, along with supporting data requested by the program staff or federal or state funding.
- b) Final Financial Reporting Form (FRF) with a budget narrative describing expenditures.
- c) Expenditure detail report, such as general ledger, from accounting system.

5. EVIDENCE-BASED EDUCATION GRANT REPORT

[Minnesota statute 127A.20](#) requires that, within 180 days of the end of the grant period, each grant recipient must compile a report that describes the data that was collected and evaluate the effectiveness of the strategies. The evidence-based report may identify or propose alternative strategies based on the results of the data. The report must be submitted to the commissioner of education and to the chairs and ranking minority members of the legislative committees with jurisdiction over prekindergarten through grade 12 education. The report must be filed with the Legislative Reference Library according to section [3.195](#).

6. BUDGET AND/OR WORK PLAN REVISIONS

The grantee must receive prior written approval from MDE for any budgetary changes of approved line item amounts greater than 10 percent of the total grant award available for expenditure during the grant period. Total budget line item deviations exceeding 10 percent of the total award must be approved in writing by MDE prior to incurring the expenditure. In their request for approval the grantee must include supporting information to justify why the change is necessary. MDE is not legally obligated to approve expenditures incurred on budget line item changes that exceed 10 percent of the total award for which prior approval has not been granted.

Grantee may not incur expenditures within a budget line item that is not included in the approved budget without the written approval of MDE.

7. CANCELLATION

- a) **Cancellation With or Without Cause.** An award contract may be cancelled by the state at any time, with or without cause, upon thirty (30) days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed and for approvable expenditures.
- b) **Cancellation Due to Discontinued or Insufficient Funding.** It is expressly understood and agreed that in the event the funding to the state from Federal sources or appropriations by the Minnesota Legislature are not obtained and/or continued at an aggregate level sufficient to allow for the grantee's program to continue operating, the grant shall immediately be terminated upon written notice by the state to the grantee. The state is not obligated to pay for any services that are provided after notice and effective date of termination. However, the grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed and approvable expenditures incurred prior to termination to the extent that funds are available. The state will not be assessed any penalty if the grant is terminated because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The state must provide the grantee notice within a reasonable time of the state receiving notice.
- c) **Cancellation Due to Failure to Comply.** The state may cancel an award contract immediately if the state finds that there has been a failure to comply with the provisions of an award, that reasonable progress has not been made or that the purposes for which the funds were awarded/granted have not been or will not be fulfilled. The state may take action to protect the interests of the state of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

8. AMENDMENTS

Any amendments to this award shall be in writing and shall be executed by the same parties who executed the original award, or their successors. An amendment must be requested 45 days prior to the end date of the award period and is valid and effective upon written approval from the MDE authorized representative or their delegate. *No amendments will be considered on expired grant awards.*

MDE Signatures

I, the Authorized Representative, acknowledge by signing below that I have reviewed all documentation and documents related to this award to ensure that adequate oversight and appropriate internal controls to properly administer grant funds have been measured.

Andrea Wilson Vazquez *Andrea Wilson Vazquez* 11/21/24
Authorized Representative Name and Signature **Date**

I, the division director, by signing above verify that agency policies and procedures were followed in the awarding of this grant and do hereby approve this award and attest to the Authorized Representative's review of said documentation and documents related to this award.

Jennifer Dugan *Jennifer P. Dugan* 11/24/24
Division Director Name and Signature **Date**

I hereby certify that funds have been encumbered as required by Minnesota Statutes, section 16A.15 and 16C.05. (Signature is for current fiscal year only.)

Joel Bergevin *Joel Bergevin* 11/26/2024
Encumbrance Agent Name and Signature **Date**

As representative of the Minnesota Department of Education, I hereby certify that this award notification and release of funds are therefore approved, legal, binding and valid.

Pam Schneider *Pamela J. Schneider* 11/26/2024
Authorized Representative Name and Signature **Date**

To: Wrenshall Board of Education

From: Katie Beck Community Education Coordinator
Michele Carlson Community Education Director

RE: School Readiness Programs and Tuition 2025-2026

We are recommending a change to Hatchlings to increase instructional time and better accommodate our wrap around care children. We would like to make the Hatchlings class include mixed age 3 & 4 year old students to be able to fill the roster and eliminate early morning Tuesday/Thursday wrap-around care (8:30-11:00 am) for 4 year old students through Wrens Club. Our Hatchling program would change to 8:30 am-12:30 pm increasing the time by one hour and 15 minutes.

Our wrap around care would decrease to Tuesday/Thursday afternoon. This would decrease the cost to consumers for child care.

Families needing wrap-around care on Tuesday/ Thursday would have to register for the Hatchling Mixed age program in the morning and then attend Wrens Club in the afternoon. This would increase instructional time for the 4-5 students that currently attend all day care on Tuesday and Thursday. These students would need to pay tuition for both programs.

- See addendum for costs for both programs with child care

The proposed pricing for wrap around care would be \$10 per week (for students riding the bus to school and home) and \$50 for students staying later. (\$40 Wrens Club weekly rate + \$10)

Attached is the proposed rates for the School Readiness programs. The current rates of tuition do not support the program costs. In the past, ECFE money has been used to support the program. We have stopped that practice and therefore need to raise tuition. State statute requires a sliding fee scale for school readiness programs.

Additional benefits of a sliding fee scale are that category A is set up for families that would qualify for Pathways II money.

Category B is set up for families that would qualify for Pathways I funding.

Current Rates

\$625 for Hatchlings = \$2.40/hr

\$1875 for Little Wrens = \$2.72/hr

How the sliding fee was developed.

On the income side:

Category A is the current fee we are charging. Anyone in this category would qualify for Pathways money as it is established at the federal poverty line.

Category B is 185% of the federal poverty line and families in this category will qualify for PathwaysI funding (Scholarship).

Category C is the bridgeway to the upper income categories.

Category D is 285% of the poverty line.

Category E is 335% of the poverty line.

On the revenue side of establishing the sliding fee scale, we first assigned anticipated percentages for each level.

Taking into mind the information we have this year, We determined

4 students would be category A

6 students would be category B

4 students would be category C

2 students each for categories D & E

Program costs

\$90,000 of total income needed to be a comfortable level

Pathways money \$37,500 (\$35,000 included in budget as we don't always get all of the \$\$\$)

State aid \$12,930

Tuition needs to cover \$40,000

This will allow the program to cover a small portion of Katie's time.

5% of total revenue can be used for administrative costs.

Child care programs in the area are charging around \$3.75 per hour for care. Logically, our program is worth a minimum of \$4 per hour. This scale does not get us to that number, but should be a goal for future increases.

See attached Sliding Fee scales.

We are asking for approval:

1. Change Hatchlings class to mixed age and extend by 1.25 hours
2. Offer afternoon wrap around care through Wrens Club for \$10 /\$50
3. Tuition sliding fee scale for both programs.

Addendum

Costs for students to attend both programs and child care (Proposed)

Category A:

$\$208 + \$69 + \$200$ (monthly child care) = $\$477$ * Pathways II money

Category B

$\$219 + \$81 + \$200$ (monthly child care) = $\$500$ *Pathways I money

Category C

$\$231 + \$92 + \$200$ (monthly child care) = $\$523$

Category D

$\$242 + \$103 + \$200$ (monthly child care) = $\$545$

Category E

$\$253 + \$114 + \$200$ (monthly child care) = $\$567$

Occasionally- there are 5 weeks in a month adding another \$50 for child care.

Hatchlings

Mixed Age Program Fee Chart 2025-2026

Student Name _____

Please read and complete this form. Sign and date below!

1. Locate your family size and total annual income.
2. Follow the column down to find your program fee and the monthly payment breakdown.
3. Payments may be made monthly via credit card in the Brightwheel system. Payment by check will be accepted for full tuition only.

Sliding Fee Scale - Annual Income					
Family Size					
2	below 19,720	19,721-36,482	36,483-56,201	56,202 - 66,061	66,062+
3	below 24,860	24,861-45,991	45,992-50,729	50,730 - 67,639	83,281+
4	below 30,000	30,001-55,500	55,501-63,989	63,990 - 85,319	100,500+
5	below 35,140	35,141-65,009	65,010-77,249	77,250 - 103,999	117,719+
6	below 40,280	40,281-74,518	74,519-90,509	90,510 - 120,679	134,938+
Category	A	B	C	D	E
Full and Monthly Class Fees					
Category	A	B	C	D	E
Monthly Fee	\$69	\$81	\$92	\$103	\$114
Annual Fee	\$625	\$725	\$825	\$925	\$1,025

For reference \$2.40/hour \$2.79/hour \$3.17/hour \$3.56/hour \$3.94/hour

Please note: If your family is in category A, you will likely qualify for FREE tuition through a Pathways scholarship. Category B may also qualify. To see if you qualify, you will need to fill out additional paperwork.

I understand that my fee is \$_____ and payment will be processed at the beginning of the month on my credit card on file.

I certify that this information is true and correct. I understand that school officials may verify the information via tax forms and that deliberate misrepresentation may subject me to prosecution under applicable laws.

Signature of responsible adult (required) _____

Print Name _____ Date _____

Little Wrens

4's Program Fee Chart 2025-2026

Student Name _____

Please read and complete this form. Sign and date below!

1. Locate your family size and total annual income.
2. Follow the column down to find your program fee and the monthly payment breakdown.
3. Payments may be made monthly via credit card in the Brightwheel system. Payment by check will be accepted for full tuition only.

Sliding Fee Scale - Annual Income					
Family Size					
2	below 19,720	19,721-36,482	36,483-56,201	56,202 - 66,061	66,062+
3	below 24,860	24,861-45,991	45,992-50,729	50,730 - 67,639	83,281+
4	below 30,000	30,001-55,500	55,501-63,989	63,990 - 85,319	100,500+
5	below 35,140	35,141-65,009	65,010-77,249	77,250 - 103,999	117,719+
6	below 40,280	40,281-74,518	74,519-90,509	90,510 - 120,679	134,938+
Category	A	B	C	D	E
Full and Monthly Class Fees					
Category	A	B	C	D	E
Monthly Fee	\$208	\$219	\$231	\$242	\$253
Annual Fee	\$1,875	\$1,975	\$2,075	\$2,175	\$2,275

For reference \$2.72/hour \$2.86/hour \$3.00/hour \$3.15/hour \$3.29/hour

Please note: If your family is in category A, you will likely qualify for FREE tuition through a Pathways scholarship. Category B may also qualify. To see if you qualify, you will need to fill out additional paperwork.

I understand that my fee is \$_____ and payment will be processed at the beginning of the month on my credit card on file.

I certify that this information is true and correct. I understand that school officials may verify the information via tax forms and that deliberate misrepresentation may subject me to prosecution under applicable laws.

Signature of responsible adult (required) _____

Print Name _____ Date _____

CONTRACT
BY AND BETWEEN
INDEPENDENT SCHOOL DISTRICT
#100 WRENSHALL, MINNESOTA
AND
COMMUNITY EDUCATION COORDINATOR

January 1, 2025 - June 30, 2026

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The School Board of Independent School District No. 100, Wrenshall, Minnesota enters into this agreement with Katie Beck, who agrees to perform the duties of Community Education Coordinator.

The following provisions shall apply and are part of this contract:

**ARTICLE I
BASIC SERVICE**

Section 1 - Basic Service

The Community Education Coordinator shall faithfully perform the services as specified in the job description, abide by the rules, regulations and policies established by the School Board, and any additions or amendments thereto for the pay indicated below.

Section 2 - Evaluation

The Community Education Director shall conduct a performance evaluation of the Community Education Coordinator annually.

**ARTICLE II
DURATION, EXPIRATION, TERMINATION AND MUTUAL CONSENT**

Section 1 - Duration

The term of this contract is for the period of January 1, 2025 through June 30, 2026. This contract shall remain in full force and effect unless modified by mutual consent of the School Board and the Community Education Coordinator in written form, or unless terminated as provided herein. The School Board may terminate the Community Education Coordinator during the term of this contract for cause. It shall notify the Community Education Coordinator in writing of the proposed grounds for termination prior to taking action.

**ARTICLE III
DUTY YEAR AND LEAVES**

Section 1 - Basic Work Year

The duty year shall begin July 1 and continue through the entire year, equating to 1250 work hours.

If the Community Education Coordinator is asked to fill in for another role within the building, he/she may work up to 40 hours per week at their hourly rate. This must be authorized by the Community Education Director.

Section 2 - Earned Sick and Safe Time (ESST)

The Community Education Coordinator shall earn Earned Sick and Safe Time in accordance with Minnesota State law.

Section 3 - Holidays

The Community Education Coordinator shall be entitled to paid holidays that fall within the regular business week. The Community Education Coordinator can submit up to 8 hours for each holiday that falls within the work week. The following 13 holidays are eligible for this paid time of:

- New Year's Day
- President's Day
- Good Friday
- Easter Monday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas
- Day after Christmas

Section 4 - Emergency Leave

The Community Education Coordinator may be granted unpaid emergency leave during the contract year at the direction of the School Board.

Section 5 - Bereavement Leave

The Community Education Coordinator shall earn ESST which shall be used for all absences from work in all circumstances except emergency leave as approved by the School Board

Section 6 - Disability

If the Community Education Coordinator is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated ESST, the School District shall provide additional paid sick leave at a salary equal to 75 percent of the Community Education Coordinator's regular salary until the expiration of the waiting period for long term disability insurance. Pursuant to M.S. Chapter 176, the Community Education Coordinator on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

ARTICLE IV

INSURANCE

Section 1 - Selection of Carrier

The selection of the insurance carrier and policy shall be made by the School District. The level of benefits shall be negotiable.

Section 2 - Health and Hospitalization Insurance

Family Coverage. Effective January 1st, 2024, the School District shall contribute a sum not to exceed \$930.00 per month during the 2024-2025 fiscal years for employees defined by the Affordable Care Act (ACA) as full-time toward the premium for coverage for each employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. For employees not meeting the definition by the ACA as full-time, his/her amount will be calculated proportionately. Any additional cost of premium shall be borne by the employee and paid by payroll deduction.

In the event that an employee is covered under a spouse's health insurance plan provided by the District, the District will contribute up to \$550 per month toward the family monthly premium, not to exceed the total cost of the coverage.

Single Coverage. Effective January 1st, 2024, the School District shall contribute a sum not to exceed \$550 per month during the 2024-2025 fiscal years. (12 months) for employees defined by the ACA as full-time employees. For employees not meeting the definition by the ACA as full-time, his/her amount will be calculated proportionately. Any additional cost of premium shall be borne by the employee and paid by payroll deduction.

Section 3 - Life Insurance

The District shall provide a \$30,000 life insurance policy for each full-time employee that works ten (10) or more months. The District shall provide a \$20,000 life insurance policy for each full-time employee that works less than 10 (10) months. Part-time employees who work at least 720 hours or more will receive \$10,000 of life insurance.

Section 4 - Dental

Effective January 1st, 2024, the School District shall contribute a sum not to exceed \$75.00 per month for full-time employees and proportionate to hours worked for part-time employees toward the

premium for coverage for each employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of premium shall be borne by the employee and paid by payroll deduction.

In the event that an employee is covered under a spouse's dental insurance plan provided by the District, the District will contribute up to \$75 per month toward the family monthly premium in lieu of single coverage, not to exceed the total cost of the coverage.

Section 5 - Claims Against the School District

The eligibility of the Community Education Coordinator, or their dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

ARTICLE V

Pay

The Community Education Coordinator shall be paid \$23 per hour up to 1250 hours per fiscal year.

ARTICLE VII

OTHER PROVISIONS

Section 1 - Dues

The Community Education Coordinator is encouraged to belong to and participate in appropriate professional organizations where such membership will serve the best interests of the School District to include the Minnesota Community Education Association (MCEA). Accordingly, the School District will pay such professional organization membership dues as are required, directed, or permitted, by the School Board. The Community Education Coordinator shall present appropriate statements for approval as provided by law.

Section 2 - Conferences and Meetings

The School District shall pay all legally valid expenses and fees for the Community Education Coordinator's attendance at professional conferences, and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. This includes MCEA

conferences, New Member CE Conference and other conferences presented by the Community Education Coordinator.

The Community Education Coordinator shall periodically report to the School Board relative to all meetings and conferences attended. The Community Education Coordinator shall file itemized expense statements to be processed and approved as provided by law.

Section 3 - Education Expenses

The School District shall pay all legally valid expenses and fees for the Community Education Coordinator to attend online certificate programs when preapproved by the School Board. The Community Education Coordinator will be required to repay the School District for all educational expenses if they fail to perform the full term of this contract.

Section 4 - Computer Hardware and Software

The School District shall provide necessary hardware and software for School District use while away from the office and other technology considered necessary for both onsite and remote services provided by the Community Education Coordinator. In the event of his/her termination of employment, the equipment and software will be returned to the district in working order. An annual review of laptop contents will be conducted by the School District to ensure the laptop was/is used for district purposes only.

Section 5 - Cell Phone

The Community Education Coordinator shall be eligible to participate in the school district cell phone plan pursuant to School Board Policy.

Section 6 - Vehicle Expense

The Community Education Coordinator may utilize a school vehicle at School District expense or be compensated for authorized use of their private vehicle, according to district policy while on school business.

Section 7 - Indemnification and Provision of Counsel.

In the event that an action is brought or a claim is made against the Community Education Coordinator arising out of or in connection with their employment and the Community Education Coordinator is acting within the scope of employment or official duties, the School District shall defend and indemnify the Community Education Coordinator to the extent of the law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in M.S. Chapter 466.

**ARTICLE VIII
SEVERABILITY**

If any provision of this contract is held to be invalid by operation of law the remainder of the contract shall not be affected thereby and shall remain in full force and effect.

This contract shall be effective only upon signatures of the Community Education Coordinator and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

IN WITNESS WHEREOF,
I have subscribed my signature
this ___ day of December, 2024

Community Education Coordinator

IN WITNESS WHEREOF,
I have subscribed my signature
this ___ day of December, 2024

School Board Chair

Superintendent Search, ISD #100



**Wrenshall Public School is
seeking an exceptional leader
to serve as**

Interim Half-Time Superintendent

<p>Wrenshall is a small school where we cultivate big futures!</p>	<p>About the Community</p>
<ul style="list-style-type: none"> ➤ The District has growing enrollment, a rising fund balance, and is currently exploring future consolidation opportunities. ➤ The Wrenshall School campus features both a PK-12 school site and an adjacent Career and Technical Education facility. ➤ 2023 completion of a \$15 million indoor air quality improvement project and a partial facility renovation. ➤ The Carlton-Wrenshall Raptors are a Polar League Conference member with a strong tradition of success in arts and athletics. ➤ 1:1 tech device ratio in Grades 7-12 and daily access for elementary students. Schoolwide cell phone “Away for the Day” policy. ➤ Q Comp district featuring teacher leadership ➤ Collaborative partnerships including Northern Lights Special Education Cooperative (NLSEC) and Arrowhead Regional Computing Consortium (ARCC). 	<p>The Wrenshall School Community serves students living within the scenic Nemadji and St. Louis River watersheds south of Duluth. The district’s eastern boundary is the Wisconsin state line. Although Wrenshall is a rural setting, it features convenient access to regional hubs via I-35 and State Highways 23 and 33.</p> <p>Independent School District 100 covers approximately 120 square miles of rural townships within Carlton County. The local economic base is primarily generated by the energy industry, public utilities, and agriculture. Local properties have retained strong market values.</p> <ul style="list-style-type: none"> ➤ Wrenshall is home to various civic activities including the annual Brickyard Days celebration, which honors its history. ➤ Easy access to both the Willard Munger State Recreational Trail, North Country Trail and Jay Cooke State Park.

By The Numbers	Search Timeline
<ul style="list-style-type: none"> ➤ P-12 enrollment: 371 ➤ Full-Time staff members: 56 ➤ Principal: 1 plus a student support team ➤ Half-Time Superintendent: 1 ➤ Full-time District Office staff: 3 ➤ District buildings maintained: 2 ➤ FY26 budget approximately \$6 million 	<p>Announce vacancy – December 11, 2024</p> <p>Application deadline – January 6, 2025</p> <p>Applicant screening – January 6, 2025</p> <p>Interviews begin – January 13, 2025</p> <p>Interim employment begins – July 1, 2025 for a minimum of one year with possible extension opportunity</p>

Leadership Profile	Compensation
<p>The Wrenshall Board of Education seeks Half-Time Interim Superintendent candidates who:</p> <ul style="list-style-type: none"> ➤ Hold licensure as a Superintendent in Minnesota or other state ➤ Hold licensure as a K-12 principal or Special Education Director in Minnesota and are currently progressing in a Superintendent licensure program toward completion or readiness for their field experience <p>The new Superintendent will work in a trusting partnership with the school board, staff and the current interim superintendent. The preferred candidate will demonstrate a high level of skill attainment in some combination of:</p> <ul style="list-style-type: none"> ➤ District operations, strategic planning and financial management ➤ Instructional leadership, student management, technology, or school safety 	<p>The Half-Time Superintendent finalist will have the opportunity to negotiate a 100 full-day work year flexibly organized into full or half day blocks as needed to match goal accomplishment.</p> <p>The Principal and the Student Support Team are responsible for daily school site operations under the supervision of the Half-Time Superintendent.</p> <p>The total compensation range is \$75,000 to \$85,000 commensurate with experience, which can be flexibly negotiated to meet the needs of mid and late career or post-retirement candidates.</p>
Screening Team	<p>Rising Tide School Board Services will assist the Wrenshall Board of Education in screening and selecting applicants. Interviews will include staff, student, and community participation.</p>

Application Deadline & Selection

I.S.D. 100 will be utilizing its own district application process. Applicants begin the process at the Wrenshall School [Website](#). To be considered for this position, an applicant’s completed file must be received by the Wrenshall District Office prior to 11:59 p.m. on January 6, 2025.

- Contact Rosy Bradley with application questions at (218)384-4274, rbradley@isd100.org
- Contact Jeff Pesta, Executive Search Facilitator with candidate profile questions at (612) 282-3700, jeff.pest@icloud.com
- Please mark any correspondence and/or envelopes “Wrenshall School Executive Search.”
- I.S.D. 100 is an equal opportunity employer.

Deadline to Apply: January 6, 2025



Wrenshall Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

November 18, 2024

Alieca Johnson, Clerk-Treasurer
City of Wrenshall
400 Alcohol Road, P.O. Box 157
Wrenshall, MN 55797

Greetings Ms. Johnson:

Thank you for submitting a proposal for snow removal services. The proposal met all the requirements as advertised in our Request For Proposals. The City of Wrenshall bid has been selected based on the cited criteria of history of previous service, proximity, capability, access to sand/salt and the potential to assist with walkways during significant snow events.

ISD 100 will formally award the contract at the regular business meeting of the Wrenshall Board of Education on December 10. The contract will be retroactive to the date of award of November 18, 2024, through the end of the snow season. The contract may be renewed annually for up to three additional years on the same terms and conditions upon mutual agreement of the contracting parties. The decision to renew must be made by June 1 of each subsequent year and must be in the form of an executed renewal. If the contract is not renewed, the City of Wrenshall may submit a new proposal after June 1, 2025.

Please contact Facilities Manager Josiah Davey at jdavey@isd100.org to schedule a walk-through of the snow removal plan. We look forward to this joint endeavor serving the students and staff of Wrenshall School.

Sincerely,

Jeff Pesta, Interim Superintendent



Wrenshall Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

November 18, 2024

RE: Snow Removal Services Agreement

ISD 100 has selected the City of Wrenshall, Street Maintenance Department, 400 Alcohol Road, Wrenshall, MN 55797 as the snow removal vendor for the 2024-2025 school year.

After receiving one qualifying bid for service, the superintendent is authorized by the Board of Education to enter into this agreement.

The strengths of the selected proposal:

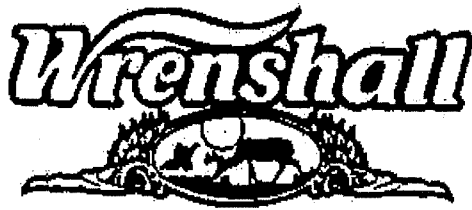
- Previous history of serving the district in a similar capacity and proximity to the school campus
- Capability of equipment to be used in snow removal
- Access to on demand sand and salt service
- Ability to assist with clearing walk ways and other accessible areas
- Level of service included in hourly rate of \$200

The contractor will clear snow with downward pressure on the following surfaces at the following times:
Bus Garages, CTE Building and circular parking lot by 6:15 a.m.
Pioneer Drive adjacent to the school campus by 6:30 a.m.
Main parking lot East of school building by 6:45 a.m.
Student parking lot North of school building by 7:00 a.m.

- A snow event will be identified by a local amount of two inches or more in a calendar day.
- Additional snow events may be identified by request of the Lead Custodian or Superintendent, to include multiple clearings on the same calendar day.
- Salt (to include chloride free product near identified landscaping) and sand will be sub-contracted when requested by the Lead Custodian or Superintendent.
- The contractor will also assist district staff with snow removal on priority pathways upon request from the Lead Custodian or Superintendent.
- The contractor will maintain sufficient insurance throughout the season.
- The contractor will follow the removal and storage pattern established during the walk-through with the District Facility Manager throughout the 2024-2025 season. Any damage created by unauthorized variation of that pattern will require the contractor to repair or restore any damaged property to original condition by May 1, 2025.

Contractor's Signature Date

Superintendent Signature Date



P.O. Box 157
Wrenshall, MN 55797
(218) 384-3680

MAYOR
Gary Butala
Clerk/Treasurer
Alieca Johnson
Assistant Clerk

Council
Joyce Gvesrude
Jody Mattinen
Duane Ziebarth
Melvin Martindale

PROPOSAL FOR SNOW REMOVAL
2024-2025 SCHOOL YEAR

The City of Wrenshall has experienced staff that have completed snow removal for the city and the Wrenshall Post Office for many years. Last winter they assisted school staff with snow removal at the school.

Equipment Available:

Former DOT State Plow Dump Truck (2000 International) – 11’ blade with wing.
2024 John Deere Tractor with Blower
2013 F250 Pickup with 9’ Boss V-Plow
2024 John Deere Lawn Tractor with Brush

Access to salt/sand service will be available on demand. Mixture is purchased from Carlton County. We do not have a sand-only option.

Wrenshall maintenance staff will be available to assist with snow removal on walkways and other accessible areas.

As requested, city maintenance staff will provide plowing services when there are more than 2” of snow during the day and as requested by school personnel.

All plowing will be completed on the following schedule:

Bus Garages, CTE Building and circular parking lot by 6:15 AM
Pioneer Drive by 6:30 AM
Main Parking Lot (east of school) by 6:45 AM
Student Parking Lot (north of school) by 7:00 AM

The City of Wrenshall carries the required insurance coverage.

The city will provide the above services at the rate of \$200/hour labor/equipment. Hourly charges will be billed in 15-minute increments. Billing will be sent to the Wrenshall School monthly, and payment will be due upon receipt.

Dated: November 7, 2024

BIDDER SIGNATURE: Aliuca Johnson, Clerk/Treasurer
BIDDER PRINTED NAME: Aliuca Johnson
BIDDER COMPANY: City of Wrenshall
COMPANY ADDRESS: 400 Alcohol Rd, PO Box 157, Wrenshall
COMPANY/PREFERRED PHONE: (218) 394-3680
(218) 390-4181 - Mike Gravelle
Head of Maintenance

**Return completed bid sheet in a Sealed Envelope, marked "Snow Removal Services" to the District Office, Wrenshall Public School, 207 Pioneer Drive, Minnesota or deliver in person to the District Office located in the Wrenshall School Building on *or before Friday, November 15, 2024, at 12:00 PM.*

All proposals must be received by 12:00 p.m. on Friday, November 15, 2024 to be considered a responsive proposal. Proposals submitted by fax or email or submitted past the November 15, 2024, 12:00 PM deadline, will be considered non-responsive and will not be accepted.

Bid opening will be held at 12:00 PM., Monday November 18, 2024 in the High School Office Conference Room, 207 Pioneer Drive, Wrenshall, MN.

The school board of Independent School District #100 – Wrenshall reserves the right to accept or reject any or all proposals.

TERM

The term of the awarded contract will be for the duration of one year, effective December 1, 2024 through November 30, 2025 with the option to renew annually for up to three additional years at the same terms and conditions upon mutual agreement of the contracting parties. The decision to renew must be made by June 1 of each year and must be in the form of an executed renewal.

Adopted: _____

MSBA/MASA Model Policy 413

Orig. 1995

Revised: _____

Rev. 2024

413 HARASSMENT AND VIOLENCE

[NOTE: Minnesota Statutes, section 121A.03 requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minnesota Statutes, chapter 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that school districts incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minnesota Statutes, section 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minnesota Statutes, section 121A.03. MDE’s policy differs from that of MSBA and imposes greater requirements upon school districts than required by law. For that reason, MSBA recommends the adoption of its model policy by school districts. Each school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability (Protected Class).

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person’s Protected Class, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person’s Protected Class.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person’s Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel found to have violated this policy.

III. DEFINITIONS

- A. "Assault" is:
1. an act done with intent to cause fear in another of immediate bodily harm or death;
 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 3. otherwise adversely affects an individual's employment or academic opportunities.

[NOTE: In 2023, the Minnesota legislature amended the definition of "sexual orientation" in the Minnesota Human Rights Act as reflected in subpart 6 below. A charter school board may choose whether to retain the phrase "including gender identity or expression" in light of the legislative amendment.]

- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. "Disability" means, with respect to an individual who
 - a. a physical sensory or mental impairment that materially limits one or more major life activities of such individual;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
 2. "Familial status" means the condition of one or more minors having legal status or custody with:
 - a. the minor's parent or parents or the minor's legal guardian or guardians; or
 - b. the designee of the parent or parents or guardian or guardians with the written permission of the parent or parents or guardian or guardians. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

[NOTE: The 2024 Minnesota legislature revised the definition of "familial status"].

3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. "Sexual orientation" means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.

[NOTE: The 2023 Minnesota legislature redefined 'sexual orientation' in the Minnesota Human Rights Act.]

7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. "Remedial response" means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or

physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;

- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

- 1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
- 2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates _____ as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.¹
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

¹ In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board.

- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other

school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.

- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse

which may include filing charges with the Minnesota Department of Human Rights or another state or federal agency, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes, chapter 260E may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

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MSBA/MASA Model Policy 416

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416 DRUG, ALCOHOL, AND CANNABIS TESTING

[NOTE: Drug, alcohol, and cannabis testing of school bus drivers and driver applicants is mandatory under federal law. The mandatory testing is described under Part III. of the policy. Drug and alcohol testing of other employees or drug and alcohol testing of school bus drivers beyond that mandated by federal law is optional and can be done under state law only if a policy containing provisions, such as the provisions of Part IV. of this policy, is adopted. Cannabis testing of school employees and school bus drivers shall conform to federal and Minnesota law. To preserve the right to request or require school district employees who are not bus drivers and applicants to undergo cannabis testing or drug and/or alcohol testing or to require bus drivers to submit to testing that is not federally mandated, a school district should adopt Part IV. as part of its drug and alcohol testing policy.]

I. PURPOSE

- A. The school board recognizes the significant problems created by drug, alcohol, and cannabis use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug, alcohol, and cannabis use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing and cannabis testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also

prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.

- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol or cannabis is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol or cannabis is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol or cannabis are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.
- F. The school district may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible, or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working, on school district premises, or operating a school district vehicle, machinery, or equipment as follows:
 - 1. if, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;
 - 2. if cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;
 - 3. as provided in the school district's written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in writing and in a written policy that contains the minimum information required by Minnesota Statutes, section 181.952; or
 - 4. as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the school district to lose a monetary or licensing-related benefit under federal law or regulations.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, cannabis (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

- 1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of

the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.

2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.
6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.
9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.
12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a

determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.
16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

[NOTE: Federal regulations require that school districts provide materials to bus drivers explaining the school district's policies and procedures and the federal requirements with respect to the mandatory drug and alcohol testing of bus drivers. 49 Code of Federal Regulations, section 382.601. Most of the required information is contained within this model policy. Additional materials to be provided to employees are described in Paragraph 2. of Section C.]

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.

2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

[NOTE: The federal regulations require a school district to obtain a signed statement from each driver certifying that he or she received a copy of these materials. 49 Code of Federal Regulations, section 382.601(d). The original signed certificate must be maintained by the school district and a copy may be provided to the driver.]

D. Alcohol and Controlled Substances Testing Program Manager

[NOTE: School districts are required by federal regulations to designate a person to answer driver questions about the policy and the education materials described in Section C. above and to notify the drivers of the designation. 49 Code of Federal Regulations, section 382.601(b)(1).]

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

[NOTE: The specific prohibitions for drivers are contained, in large part, in 49 Code of Federal Regulations, sections 382.201-382.215.]

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.

3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

[NOTE: Consequences for drivers engaging in alcohol-related conduct are described in the federal regulations. 49 Code of Federal Regulations, section 382.505.]

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect

the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

[NOTE: School districts must utilize the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse") to conduct pre-employment queries, annual queries, and reports regarding CDL holders who operate CMVs on public roads (including school bus drivers) and who are covered by the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Testing Program. In addition to utilizing the Clearinghouse, school districts must continue to comply with the alcohol and controlled substance testing required under Title 49 of the Federal Regulations.]

1. Pre-Employment Testing

[NOTE: 49 Code of Federal Regulations, section 382.301 details the requirements for pre-employment testing.]

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.

[NOTE: A school district is permitted, but not required, to conduct pre-employment testing for the use of alcohol. If a school district elects to require pre-employment testing for alcohol, it should include the bracketed text in Subparagraph a., above, and test all applicants uniformly.]

- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

[NOTE: Federal regulations require school districts to inquire about, obtain, and review alcohol and controlled substances information from prior employers pursuant to a driver's written authorization, prior to the time a driver performs safety-sensitive functions, if feasible. 49 Code of Federal Regulations, section 382.413, and 49 Code of Federal Regulations, section 40.25. If not feasible, school districts must not permit the employee to perform safety-sensitive functions for more

than thirty (30) days from the date a safety-sensitive function was performed unless the school districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.
- e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query (see Attachment C to this policy). The school district shall retain the consent for three (3) years from the date of the query.

2. Post-Accident Testing

[NOTE: 49 Code of Federal Regulations, section 382.303, governs post-accident testing of drivers.]

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.
- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours

following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

- g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

3. Random Testing

[NOTE: 49 Code of Federal Regulations, section 382.305 governs random testing of drivers.]

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

[NOTE: The Federal Highway Administration (FHWA) set the random alcohol selection and testing rate at 10% of the average number of driver positions and evaluates this minimum percentage each year. School districts can elect to stay at the 1998 level of 25% (or a higher percentage) if they do not want to monitor the minimum annual percentage rate set by the FHWA. The random controlled substances selection and testing rate has remained at 50% each year and has not been lowered to 25% as is possible under the regulations.]

- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

[NOTE: 49 Code of Federal Regulations, section 382.307 governs reasonable suspicion testing of drivers.]

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance

with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

[NOTE: 49 Code of Federal Regulations, sections 382.309, 40.23(d), and 40.305 govern return-to-duty testing.]

- 5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.

[NOTE: 49 Code of Federal Regulations, sections 382.311, 40.307, and 40.309 govern follow-up testing.]

- 6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.
- 7. Refusal to Submit and Attendant Consequences

[NOTE: Consequences for refusals to submit to required drug and alcohol tests are addressed generally in 49 Code of Federal Regulations, sections 40.191, 40.261, and 382.211. They are more specifically

addressed in 49 Code of Federal Regulations, sections 382.501-382.507 and in 49 United States Code, section 521(b).]

- a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
- b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code, section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.
- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.
- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment D to this policy.

I. Testing Procedures

1. Drug Testing

[NOTE: The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT drug testing program. 49 Code of Federal Regulations, section 40.45.]

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.
- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.
- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

[NOTE: The DOT Alcohol Testing Form (ATF) must be used for every

DOT alcohol test. 49 Code of Federal Regulations, section 40.225.]

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a "negative" test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

- 1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

[NOTE: The limitation on discharge in Paragraph 2., below, is contained solely in Minnesota law. State law is preempted by federal laws and regulations as it relates to drivers of commercial motor vehicles (such as bus drivers). See Minnesota Statutes section 221.031, subdivision 10. Nevertheless, school districts may decide to comply with the state law requirements for various reasons (such as to treat all school district employees equally since employees subject to testing only under state law are accorded these additional rights). Consultation with the school district's legal counsel is recommended.]

- 2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
 - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test

after completion of the program.

- c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be [***name, address, telephone number***], which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes, chapter 13. Any information concerning the individual’s test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

- 1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

[NOTE: The federal recordkeeping requirements for school districts are detailed in the federal regulations, 49 Code of Federal Regulations, sections 382.401 et seq. and 40.331. The DOT publishes a guide to the recordkeeping requirements of mandatory drug and alcohol testing for persons with a commercial driver’s license as part of its Alcohol & Drugs: DOT Compliance Manual.]

- 2. The required records shall be retained for the following minimum periods:

Basic records 5 years

“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse) as required under federal law, including:

- a. The name of the person tested;
- b. Any verified positive, adulterated, or substituted drug test result;
- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
- d. Any refusal to submit to any test required hereunder;
- e. Any report by a supervisor of actual knowledge of use as follows
 - i. Any on-duty alcohol use;
 - ii. Any pre-duty alcohol use;
 - iii. Any alcohol use following an accident; and
 - iv. Any controlled substance use.
- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
- g. Any negative return-to-duty test; and
- h. Any employer's report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.
2. Referral, Evaluation, and Treatment
 - a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

[NOTE: Subparagraphs b. and c., below, are based on the provisions of 49 Code of Federal Regulations, section 40.289.]

- b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

[NOTE: School districts are not required to comply with state law governing drug and alcohol testing when the individuals are subject to the federal laws and regulations (i.e., bus drivers). If a school district, after consultation with legal counsel, chooses to comply voluntarily with these requirements, Subparagraph b., above, can be modified as follows:

b. The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge exist. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]

- c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
- d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

- a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to cannabis testing or drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo cannabis testing or drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of

drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

[NOTE: When the testing of drivers complies with federal testing requirements and procedures, school districts clearly are exempt from the state drug and alcohol testing requirements in Minnesota Statutes, sections 181.950-181.957. See Minnesota Statutes, section 221.031, subdivision 10. When testing beyond the federally mandated requirements, however, school districts still must comply with state law.]

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.
2. The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.
3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition

applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. CANNABIS TESTING OR DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing or cannabis testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing or cannabis testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Definitions

1. "Cannabis testing" means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.
2. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
3. "Drug" means a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.
4. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.
5. "Employee" means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.
6. "Initial screening test" means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

7. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III).
8. "Oral fluid test" means analysis of a saliva sample for the purpose of measuring the presence of the same substances as drug and alcohol testing and cannabis testing that:
 - a. can detect drugs, alcohol, cannabis, or their metabolites in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1; and
 - b. does not require the services of a testing laboratory under section 181.953, subdivision 1.

[NOTE: The 2024 Minnesota legislature added oral fluid tests.]

9. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."
10. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
11. "Random Selection Basis" means a mechanism for selection of employees that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
12. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
13. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

B. Circumstances Under Which Cannabis Testing or Drug or Alcohol Testing May Be Requested or Required; Exceptions

1. General Limitations

- a. The school district may not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or cannabis testing, unless the testing is done pursuant to this policy; and either (1) is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1; or (2) complies with the oral fluid test procedures under section 181.953, subdivision 5a.

[NOTE: The 2024 Minnesota legislature amended this provision.]

- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing or cannabis testing on an arbitrary and capricious basis.

2. Cannabis Testing Exceptions

For the following positions, cannabis and its metabolites are considered a drug and subject to the drug and alcohol testing provisions in Minnesota Statutes, sections 181.950 to 181.957:

- a. a safety-sensitive position, as defined in Minnesota Statutes, section 181.950, subdivision 13;
- b. a position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to children;
- c. a position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;
- d. a position of employment funded by a federal grant; or
- e. any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.

3. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

- a. The school district must not request or require a job applicant to

undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless otherwise required by state or federal law.

- b. Unless otherwise required by state or federal law, the school district must not refuse to hire a job applicant solely because the job applicant submits to a cannabis test or a drug and alcohol test authorized by Minnesota law and the results of the test indicate the presence of cannabis.
- c. The school district must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.
- d. Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.

4. Oral fluid testing

- a. When drug and alcohol testing or cannabis testing is otherwise authorized under Minnesota Statutes, section 181.951, the school district may request an employee or job applicant to undergo oral fluid testing according to the procedures under Minnesota Statutes, section 181.953, subdivision 5a as an alternative to using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1.
- b. The employee must be informed of the test result at the time of the oral fluid test. Within 48 hours of an oral fluid test that indicates a positive test result or that is inconclusive or invalid, the employee or job applicant may request drug or alcohol testing or cannabis testing at no cost to the employee or job applicant using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1, and according to the existing laboratory testing standards in subdivisions 1 to 5. The rights, notice, and limitations in Minnesota Statutes, section 181.953, subdivision 6, paragraph (b), and subdivisions 7 to 8 and 10 to 11 apply to an employee or job applicant and a laboratory test conducted pursuant to this paragraph.
- c. If the laboratory test under paragraph (b) above indicates a positive result, any subsequent confirmatory retest, if requested by the employee or job applicant, must be conducted following the retest procedures provided in Minnesota Statutes, section 181.953, subdivision 6, paragraph (c), and subdivision 9 at the employee's or job applicant's own expense.
- d. Nothing in this subdivision is intended to modify the existing requirements for drug and alcohol testing or cannabis testing in the workplace under Minnesota Statutes, sections 181.950 to 18.957, unless stated otherwise.

[NOTE: The 2024 Minnesota legislature enacted this provision.]

5. Random Testing

The school district may request or require “other employees” to undergo cannabis testing or drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

6. Reasonable Suspicion Testing

The school district may request or require any employee to undergo cannabis testing or drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of cannabis, drugs, or alcohol;
- b. has violated the school district’s written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products while the employee is working or while the employee is on the school district’s premises or operating the school district’s vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

7. Treatment Program Testing

The school district may request or require any employee to undergo cannabis testing and drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo cannabis testing and drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

8. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks’ written notice that a drug or alcohol test may be requested or required as part of the physical examination.

C. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver’s license to undergo drug and alcohol testing.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or requesting cannabis testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing or cannabis testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing or cannabis testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test or cannabis test.

4. Notice of and Right to Explain Positive Test Result

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information (see Attachment G to this policy).

- b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
- c. The employee may present verification of enrollment in the medical cannabis patient registry or of enrollment in a Tribal medical cannabis program as part of the employee's explanation.
- d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.
- e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.
- b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, alcohol, or cannabis threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

- 6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments F and G to this policy provide the Notices described in Paragraphs

2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test or cannabis test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug, alcohol, or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or

was impaired by medical cannabis on school district property during the hours of employment.

7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes, chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug, alcohol, and cannabis testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment H to this policy.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
49 C.F.R. Part 382 (Controlled Substances and Alcohol Use and Testing)

Cross-References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Adopted: _____

MSBA/MASA Model Policy 418

Orig. 1995

Revised: _____

Rev. 2024

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

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

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location.
- C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.
- D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code, section 812, including analogues and look-alike drugs.
- C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.
- D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation,

ingestion, or by any other immediate means.

- E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the Commissioner of the Minnesota Department of Health ("Commissioner").
- F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.
- G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. "Sell" means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.
- I. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the Commissioner.
- I. "Use" means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes, section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).
- C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

- D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program as a pupil solely because the patient or person is enrolled in the registry program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

[NOTE: The 2024 Minnesota legislature amended this law to add this protection.]

V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must comply with the school district’s student medication policy.

[NOTE: School districts are required by Minnesota Statutes, section 121A.22 to develop procedures for the administration of drugs and medicine. If the school district does not have a student medication policy such as MSBA/MASA Model Policy 516, this Paragraph A. can be modified to provide: “Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must provide a copy of the prescription and the medication to the school nurse, principal, or other designated staff member. The school district’s licensed school nurse, trained health clerk, principal, or teacher will administer the prescribed medication except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, in accordance with school district procedures.”]

- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

[NOTE: The Drug-Free Workplace Act requires that school district employees be notified by a published statement of the prohibition of the use of controlled substances and actions that will be taken against employees for violations of such prohibition. 41 United States Code, section 8103; 34 Code of Federal Regulations Part 84. An acknowledgment will document satisfaction by the school district of this federal requirement.]

- D. Employees are subject to the school district’s drug and alcohol testing policies and procedures.

- E. Members of the public are not permitted to possess controlled substances, intoxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent.

- F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds

of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.

- G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

- A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:
 - 1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and
 - 2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.
- B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.
- C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VI. ENFORCEMENT

- A. Students
 - 1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.
 - 2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provided by school based mental health services providers; and/or

referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References: Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22, Subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)

20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

Adopted: _____

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419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

[NOTE: School districts are not required by statute to have a policy addressing these issues. However, Minnesota Statutes, section 144.416 requires that entities that control public places must make reasonable efforts to prevent smoking in public places, including the posting of signs or any other means which may be appropriate. Additionally, Minnesota Statutes, section 120B.238 requires that vaping prevention instruction be provided as set forth in this policy.]

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.

[NOTE: The following language is not required by law, but is recommended by MSBA for inclusion in this policy.]

- D. *The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.*

III. DEFINITIONS

- A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.
- F. "Vaping" means using an activated electronic delivery device or heated tobacco product.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An American Indian student may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

- C. An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.

V. VAPING PREVENTION INSTRUCTION

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health’s school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district’s locally developed health standards.

[NOTE: In addition, school districts may choose to require (a) evidence-based vaping prevention instruction to students in grades 9 through 12; and/or (b) a peer-to-peer education program to provide vaping prevention instruction.]

VI. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VII. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and

employees.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. § 121A.08 (Smudging Permitted)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Persons Under Age 21)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)

Adopted: _____

MSBA/MASA Model Policy 425

Orig. 2001

Revised: _____

Rev. 2024

425 STAFF DEVELOPMENT AND MENTORING

[NOTE: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to establish a staff development program and structure to carry out planning and reporting on staff development that supports improved student learning.

II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAMS

A. The school board will establish an Advisory Staff Development Committee to develop a Staff Development Plan, assist Site Professional Development Teams in developing a site plan consistent with the goals of the Staff Development Plan, and evaluate staff development efforts at the site level.

1. The majority of the membership of the Advisory Staff Development Committee shall consist of teachers representing various grade levels, subject areas, and special education. The Committee also will include nonteaching staff, parents, and administrators.
2. Members of the Advisory Staff Development Committee shall be appointed by the school board. Committee members shall serve a two-year term* based upon nominations by board members, teachers, and paraprofessionals. The school board shall appoint replacement members of the Advisory Staff Development Committee as soon as possible following the resignation, death, serious illness, or removal of a member from the Committee.

B. The school board will establish the Site Professional Development Teams.

1. Members of the Site Professional Development Teams will be appointed by the school board. Team members shall serve a two-year term* based upon nominations by board members, teachers, and paraprofessionals. The school board shall appoint replacement members of the Site Professional Development Teams as soon as possible following the resignation, death, serious illness, or removal of a member from the Team.
2. The majority of the Site Professional Development Teams shall be teachers representing various grade levels, subject areas, and special education.

III. DUTIES OF THE ADVISORY STAFF DEVELOPMENT COMMITTEE

A. The Advisory Staff Development Committee will develop a Staff Development Plan that will be reviewed and subject to approval by the school board twice a year.*

* This time period may be changed to accommodate individual school district needs.

B. The Staff Development Plan must contain the following elements:

1. Staff development outcomes that are consistent with the education outcomes as may be determined periodically by the school board;

[NOTE: The board-determined education outcomes for your district could be inserted here.]

2. The means to achieve the Staff Development outcomes;
3. The procedures for evaluating progress at each school site toward meeting educational outcomes consistent with relicensure requirements under Minnesota Statutes, section 122A.187;

4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:

- a. Improve student achievement of state and local education standards in all areas of the curriculum, including areas of regular academic and applied and experiential learning, by using research-based best practices methods;
- b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, English learners, and gifted children, within the regular classroom, applied and experiential learning settings, and other settings;
- c. Provide an inclusive curriculum for a racially, ethnically, linguistically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;
- d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;
- e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;
- f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and
- g. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.

5. The Staff Development Plan also must:

- a. Support stable and productive professional communities achieved through ongoing and schoolwide progress and growth in teaching practice;
- b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;

- c. Maintain a strong subject matter focus premised on students' learning goals consistent with Minnesota Statutes, section 120B.125;
 - d. Ensure specialized preparation and learning about issues related to teaching English learners and students with special needs by focusing on long-term systemic efforts to improve educational services and opportunities and raise student achievement; and
 - e. Reinforce national and state standards of effective teaching practice.
6. Staff development activities must:
- a. Focus on the school classroom and research-based strategies that improve student learning;
 - b. Provide opportunities for teachers to practice and improve their instructional skills over time;
 - c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;
 - d. Enhance teacher content knowledge and instructional skills, including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;
 - e. Align with state and local academic standards;
 - f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring;
 - g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system;
 - h. Provide teachers of English learners, including English as a second language, and content teachers with differentiated instructional strategies critical for ensuring students long-term academic success, the means to effectively use assessment data on the academic literacy, oral academic language, and English language development of English learners, and skills to support native and English language development across the curriculum; and
 - i. Provide opportunities for staff to learn about current workforce trends, the connections between workforce trends and postsecondary education, and training options, including career and technical education options.
7. Staff development activities may include curriculum development and curriculum training programs and activities that provide teachers and other members of site-based teams training to enhance team performance.
8. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.

[NOTE: To the extent the school board offers K-12 teachers the opportunity for more staff development training under Minnesota Statutes, section 122A.40, Subdivisions. 7 and 7a, or Minnesota Statutes, section 122A.41, subdivisions. 4 and 4a, such additional days of staff development should include peer mentoring, peer gathering, continuing education, professional development, or other training which enable teachers to achieve the staff development outcomes enumerated above in Section III.B.4.]

- C. The Advisory Staff Development Committee will assist Site Professional Development Teams in developing a site plan consistent with the goals and outcomes of the Staff Development Plan.
- D. The Advisory Staff Development Committee will evaluate staff development efforts at the site level and will report to the school board on a quarterly basis* the extent to which staff at the site have met the outcomes of the Staff Development Plan.
- E. In addition to developing a Staff Development Plan, the Staff Development Advisory Committee also must develop teacher mentoring programs for teachers new to the profession or school district, including teaching residents, teachers of color, teachers who are American Indian, teachers in license shortage areas, teachers with special needs, or experienced teachers in need of peer coaching. Teacher mentoring programs must be included in or aligned with the school district's teacher evaluation and peer review processes under Minnesota Statutes, sections 122A.40, subdivision 8 or 122A.41, subdivision 5.
- F. The Advisory Staff Development Committee shall assist the school district in preparing any reports required by the Minnesota Department of Education (MDE) relating to staff development or teacher mentoring including, but not limited to, the reports referenced in Section VII. below.

IV. DUTIES OF THE SITE PROFESSIONAL DEVELOPMENT TEAM

- A. Each Site Professional Development Team shall develop a site plan, consistent with the goals of the Staff Development Plan. The school board will review the site plans for consistency with the Staff Development Plan twice a year.*
- B. The Site Professional Development Team must demonstrate to the school board the extent to which staff at the site have met the outcomes of the Staff Development Plan. The actual reports to the school board can be made by the Advisory Staff Development Committee to avoid duplication of effort.
- C. If the school board determines that staff development outcomes are not being met, it may withhold a portion of the initial allocation of revenue referenced in Section V. below.

V. STAFF DEVELOPMENT FUNDING

- A. Unless the school district is in statutory operating debt or a majority of the school board and a majority of its licensed teachers annually vote to waive the requirement to reserve basic revenue for staff development, the school district will reserve an amount equal to at least two percent of its basic revenue for: (1) teacher development and evaluation under Minnesota Statutes, section 122A.40, subdivision 8 or 122A.41, subdivision 5; (2)

* This time period may be changed to accommodate individual school district needs.

principal development and evaluation under section 123B.147, subdivision. 3; (3) professional development under section 122A.60; (4) in-service education for programs under section 120B.22, subdivision 2; and (5) teacher mentorship under section 122A.70, subdivision 1. . To the extent extra funds remain, staff development revenue may be used for development plans, including plans for challenging instructional activities and experiences under section 122A.60, and for curriculum development and programs, other in-service education, teacher's workshops, teacher conferences, the cost of substitute teachers for staff development purposes, preservice and in-service education for special education professionals and paraprofessionals, and other related costs for staff development efforts. The school district also may use the revenue reserved for staff development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. To receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.

- B. The school district may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.
- C. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minnesota Statutes, section 122A.61.

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

- A. On a yearly* basis, the Advisory Staff Development Committee, with the assistance of the Site Professional Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development and mentoring funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.
- B. Upon approval of the budget by the school board, the Advisory Committee shall be responsible for monitoring the use of such funds in accordance with the Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the Staff Development Plan. All costs/expenditures will be reviewed by the school board and/or superintendent for consistency with the Staff Development Plan on a quarterly basis.*
- C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.
- D. The school district may use staff development revenue, special grant programs established by the legislature, or another funding source to pay a stipend to a mentor who may be a current or former teacher who has taught at least three (3) years and is not on an improvement plan. Other initiatives using such funds. or funds available under Minnesota Statutes, sections 124D.861 and 124D.862, may include:

* This time period may be changed to accommodate individual school district needs.

1. additional stipends as incentives to mentors of color or who are American Indian;
2. financial supports for professional learning community affinity groups across schools within and between districts for teachers from underrepresented racial and ethnic groups to come together throughout the school year;
3. programs for induction aligned with the school district or school mentorship program during the first three (3) years of teaching, especially for teachers from underrepresented racial and ethnic groups; or
4. grants supporting licensed and nonlicensed educator participation in professional development, such as workshops and graduate courses, related to increasing student achievement for students of color and American Indian students in order to close opportunity and achievement gaps.

To the extent the school district receives a grant for any of the above purposes, it will negotiate additional retention strategies or protection from unrequested leave of absences in the beginning years of employment for teachers of color and teachers who are American Indian. Retention strategies may include providing financial incentives for teachers of color and teachers who are American Indian to work in the school or district for at least five (5) years and placing American Indian educators at sites with other American Indian educators and educators of color at sites with other educators of color to reduce isolation and increase opportunity for collegial support.

VII. PARAPROFESSIONALS, TITLE I AIDES, AND OTHER INSTRUCTIONAL SUPPORT STAFF

- A. The school district must provide a minimum of eight hours of paid orientation or professional development annually to all paraprofessionals, Title I aides, and other instructional support staff. Six of the eight hours must be completed before the first instructional day of the school year or within 30 days of hire. The school district must consult the exclusive representative for employees receiving this training before creating or planning the training required under this section.
- B. The orientation or professional development must be relevant to the employee's occupation and may include collaboration time with classroom teachers and planning for the school year.
- C. For paraprofessionals who provide direct support to students, at least 50 percent of the professional development or orientation must be dedicated to meeting the requirements of this section. Professional development for paraprofessionals may also address the requirements of Minnesota Statutes, section 120B.363, subdivision 3.
- D. A school administrator must provide an annual certification of compliance with this requirement to the MDE Commissioner.
- E. For the 2024-2025 school year only, a school may reduce the hours of training required in paragraphs (b) to (e) to a minimum of six hours and must pay for paraprofessional test materials and testing fees for any paraprofessional employed by the school district during the 2023-2024 school year who has not yet successfully completed the paraprofessional assessment or met the requirements of the paraprofessional competency grid.

[NOTE: The 2024 Minnesota legislature added these provisions. Paragraph E is in effect for the 2024-25 school year only.]

VIII. REPORTING

- A. The school district and site staff development committee shall prepare a report of the previous fiscal year's staff development activities and expenditures as part of the school district's comprehensive achievement and civic readiness report.
1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.
 2. The report will provide a breakdown of expenditures for:
 - a. Curriculum development and curriculum training programs;
 - b. Staff development training models, workshops, and conferences; and
 - c. The cost of releasing teachers or providing substitute teachers for staff development purposes.
- The report also must indicate whether the expenditures were incurred at the district level or the school site level and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the uniform financial and accounting and reporting standards (UFARS).
3. The report will be signed by the superintendent and staff development chair.
- B. To the extent the school district receives a grant for mentorship activities described in Section V.D., by June 30 of each year after receiving a grant, the site staff development committee must submit a report to the Professional Educator Licensing and Standards Board on program efforts that describes mentoring and induction activities and assesses the impact of these programs on teacher effectiveness and retention.

Legal References: Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.22, Subd. 2 (Violence Prevention Education)
Minn. Stat. § 121A.642 (Paraprofessional Training)
Minn. Stat. § 122A.187 (Expiration and Renewal)
Minn. Stat. § 122A.40, Subds. 7, 7a and 8 (Employment; Contracts; Termination - Additional Staff Development and Salary)
Minn. Stat. § 122A.41, Subds. 4, 4a and 5 (Teacher Tenure Act; Cities of the First Class; Definitions - Additional Staff Development and Salary)
Minn. Stat. § 122A.60 (Staff Development Program)
Minn. Stat. § 122A.70 (Teacher Mentorship and Retention of Effective Teachers)
Minn. Stat. § 122A.61 (Reserved Revenue for Staff Development)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. § 124D.861 (Achievement and Integration for Minnesota)
Minn. Stat. § 124D.862 (Achievement and Integration Revenue)
Minn. Stat. § 126C.10, Subds. 2 and 2b (General Education Revenue)
Minn. Stat. § 126C.13, Subd. 5 (General Education Levy and Aid)

Cross References: None.

Adopted: December, 2024

Revised: _____

902.1 Community Use of School Facilities

The Wrenshall Board of Education believes that the public schools are owned and operated by and for their patrons, and that the schools become an integral part of the community in terms of the community's intellectual, social expression and development. To this end, the Wrenshall Board of Education encourages the public use of school facilities.

Authorization for the use of school facilities shall not be considered as an endorsement or approval of the activity group or organization nor the purposes they represent.

The following rules must be observed during any use of school facilities and the group leader will be held responsible for compliance. Students must be supervised at all times. Adults, children and students must always follow all school rules.

1. There will be a penalty determined by the Community Education Coordinator and the Superintendent for groups/individuals using the school facilities without having obtained a Facility Use Contract.
2. Use Permits will be issued only for the dates, hours, areas and equipment specified. Permit holders shall not transfer or sublet the permit to another organization.
3. All activities must be under competent adult supervision with the organization using the facilities assuming full responsibility to include (but not limited to) paying for any damage to equipment or facilities. Supervision must be in place before any participants arrive and until all participants have left the facilities.
4. Groups will provide responsible supervision of the entrance area of the building for their activities at the beginning and end of all scheduled events. At the conclusion of the event, the group is responsible for making sure the building is secure. Groups will be charged a fee to be determined by the Community Education Coordinator if the building is left unsecure.
5. Permit users and participants are not allowed to access other areas of the building. Failure to comply with this will result in the group being charged for any additional spaces that were used.
6. Facility charges shall be made in accordance with the schedule of facility rental charges. Payment shall be made to the school district and sent to the Community Education office upon receipt of the invoice. Custodial overtime will be added when necessary (this includes groups that fall in Categories I and II).
7. The use of tobacco in any form is prohibited in school district facilities and grounds.
8. Possession or consumption of intoxicating beverages, THC or illegal drugs in any form in or on school premises is prohibited.
9. Disorderly conduct is prohibited and punishable by ejection from school premises.
10. Food and drink may not be used in classrooms, gyms or the library without written permission from the Community Education Coordinator. Food and beverage will be allowed in the gyms for fans that purchase their beverage from the concession stand. Water is exempt from this rule.

11. Buildings must be vacated by the time indicated on the permit or additional charges may be assessed.
12. All legal ordinances pertaining to public assemblies must be adhered to and will be enforced.
13. Rooms and areas used must be left in an orderly fashion. Please clean up after the events. Close all windows, place garbage cans in the hall, turn off lights and close all doors. All equipment must be returned to its original location.
14. The applicant may be requested by the school district to provide a certificate of liability and property damage insurance in the minimum amount of \$500,000 combined single limit coverage.
15. Groups or individuals that do not follow this policy may face sanctions which could include, but is not limited to, loss of privileges to use the facility, fines, and student discipline outlined to the Student Handbook.
16. The signing party must familiarize themselves with the Wrenshall Crisis plan and be ready to enact it during their event. A copy of the plan will be provided by the school district.

The Community Education Coordinator, Principal and or/Superintendent may cancel a permit effective immediately if, in his or her judgment, a continuation would be potentially harmful and/or dangerous because the program and/or its participants' actions are not following the rules set forth in this policy.

General Guidelines

- The building is open for use from 6:00 a.m. to 9 p.m.
- The building is not open for facility use on any holiday recognized by the district or days adjacent to holidays should the request provide scheduling issues for the custodial department.
- Facility requests for youth sports organizations will run through one contact person who works on behalf of the entire youth organization. The person organizing the event will disperse the information in this policy to the entire organization.
- No activities will be scheduled in the cafeteria, library and commons with flying objects. No sports utilizing balls will be permitted in these areas.
- No activities will be scheduled in the gym using bats, clubs or sticks. Absolutely no batting may take place inside the building.
- All requests for facility use must be made at least 72 hours prior to the event.
- Categories III and IV must pay a \$25 processing fee for each facility use request.
- A \$10 fee will be charged to any permit holder that is changed after it has been processed by the Community Education Coordinator.
- Payment for the event must be received at least one business day prior to the start of the event. Failure to pay will result in the cancellation of the permit.

Fee Guidelines

The following categories indicate priority for building use and which organizations will be required to pay for building use.

Category I

All regular Pre-K through grade 12 school activities and extracurricular activities such as musical events, athletic events (that are listed in the Wrenshall/Carlton Raptors Cooperative Agreement or under MSHSL), sports practices, staff meetings, school activities, board meetings, parent advisory meetings, staff development, special hearings, administrative meetings, community education programs and PIE.

Category I is a non-fee based group and will not be charged a rental fee so long as they can handle the event without additional support (this includes locking, unlocking, setting up and cleaning up after the event).

Category II

Tax supported public agencies operating within District 100 that are non-fee based. This would include public hearings, candidate forums for the school board, police and fire departments and non-fee based recreational activities. Boy Scouts, Girl Scouts and Raptors Elementary Basketball are included in this category. Category II groups will be scheduled after Category I groups have been scheduled.

Category II is a non-fee based group and will not be charged a rental fee so long as they can handle the event without additional support (this includes locking, unlocking, setting up and cleaning up after the event).

Category III

Youth sports organizations not listed in Categories I and II which provide proof of insurance and sign an indemnification clause holding the district harmless for actions arising from the use of the facility. Category III permits must be scheduled by one representative from the youth sports organization. Requests for facility use will be considered after all Priority I and Priority II groups are scheduled. The district is not obliged to meet all requests from this category.

Category III events will pay fees according to All category III events must have an event manager onsite that is paid for by the organization renting the space.

Category III will pay fees listed on the following pages.

Category IV

All other groups, businesses and private events. Requests for facility use will be considered after all Priority I, Priority II and Priority III groups are scheduled.

Category IV will pay fees listed on the following pages.

Facility Rental Fee Schedule

Categories I and II do not pay according to this schedule, but may be required to pay staff overtime, event manager fees or fees determined by the Community Education Coordinator at the time the Facility Use Contract is signed.

Wrenshall Facility Use Fees

Facility	Hourly Fee	Daily Fee (8 Hours)	Additional Requirements
Family and Consumer Science Room	\$30	\$120	
Library	\$50	\$200	The use of computers is not included in the rental.
Cafeteria	\$50	\$200	

Multi-Purpose Room	\$50	\$200	
Main Gym	\$70	\$280	The scoreboard and sound system may be used by the organization so long as it is used by someone trained in using the system. If the school must provide a person to run these systems, additional fees will be assessed.
Commons	\$50	\$200	
Kitchen	\$40	\$160	Must have a district kitchen staff member present. Paid for by the organization.
Football Field	\$40	\$280	

Event Manager

The district reserves the right to hire an event supervisor for any of the priority groups. The Event Manager will be paid for by the permit holder. The fees are as follows:
Up to Three Hours - \$75. \$18 per additional hour.

Security

The district reserves the right to hire event security for any of the categories. The security will be paid for by the permit holder. The fees are as follows:
Up to Three Hours - \$75. \$18 per additional hour.

Miscellaneous

- Setup and/or takedown fees will be charged if custodial or other staff is required to set up equipment within the facility for the permit holder. Setup services will be a minimum charge of \$25. Setup and/or takedown fees are in addition to custodial services.
- Event rates will be put on the facility use agreement and all additional charges (including, but not limited to, Event Manager, security and setup/teardown fees) will be listed on the contract prior to signing.
- Additional charges may be levied for any damage to the building or equipment after the event.
- Wrenshall does not rent or borrow its tables or chairs for events off school grounds.

Schedule Conflicts

- It is imperative that all coaches and advisors be aware of the importance of scheduling school facilities through the Community Education Coordinator. School personnel who reserve space should make every effort to use the facility as requested or notify the district that the event has been canceled. Failure to follow these guidelines may result in the denial of future requests.
- The activity venues contained in the school facility were designed and built for specific uses. Schedule conflicts should be resolved with this objective in mind.
- Schedule priorities are in order of category groups: category I being scheduled first and category IV being scheduled last.
- In the event of a scheduling conflict, the Community Education Coordinator will resolve the conflict (using the priority list) with the intent of supporting all groups.

Concession Guidelines

- The concession stand will be run by the school district.

- The senior class is responsible for the operation and maintenance of the concession stand.
- The senior class has the right to sell concessions at all events taking place within the school facilities.
- If the senior class does not wish to operate the concession stand during a facility rental, the permit holder may request to sell concessions as a fundraiser. This must be approved by the principal at least one business day before the event.
- Permit holders approved to sell concessions may not use the concession stand. Instead, they may sell concessions on a tiled surface outside of the school's designated concession stand. No items may require cooking. The group is responsible for the cleanup of any mess created by their concessions, which includes the cleanup of popcorn on floors. Any exceptions to this rule must be approved in writing by the Community Education Coordinator in advance.
- School beverage machines will not be turned off during events and sales from the machines cannot be prohibited during events.



Wrenshull Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

December 10, 2024

I, _____, introduce the following resolution and move for its adoption:

RESOLUTION FOR ACCEPTANCE OF DONATIONS

WHEREAS the following have been generously donated:

<u>Amount/Value of Item</u>	<u>Donor</u>
\$1000 for Fine Arts programming Lyric Opera of the North (LOON)	Anne Dugan
Hygiene products for student use Value undetermined	East Central Energy
Sports equipment organizer Estimated value \$100	Jon & Katie Beck
Cots for Wren's Club Estimated value \$170	Shirley Van Guilder In memory of Wesley Van Guilder
Movie tickets for 2 nd Grade Class (Wild Robot) \$187.50	Anonymous Donor

_____ duly seconded the motion for adoption of the foregoing resolution.

Voting in favor of the resolution:

THEREFORE, BE IT RESOLVED by the Wrenshall Board of Education to gratefully accept these gifts.

The foregoing resolution was approved on:
December 10, 2024

SCHOOL BOARD OF
INDEPENDENT DISTRICT 100

District Clerk